



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 11, 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: November 27, 2018**

AGENDA

1. Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer. **(Pages 6-16)**

2. Planning:

- 2a. **Lot Split: Lots 9-11, Block 2 of Robinnaire Heights Subdivision, JRJC II, LLC, 5036 SW Shell Road, R-1, Single-Family Residential.**
(Pages 20-22)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 5, Block 2 of Robinnaire Heights Subdivision, creating new Lots 9 through 11, Block 2. The plat dedicates sufficient right-of-way along Southwest Shell Road to meet the requirements of the Master Street Plan, which depicts the street as a Collector. The plat dedicates multiple utility easements of varying widths.

- 2b. **Property Line Adjustment: Lots 40-41 of Dickson's Addition, Eric and Tamie Osterloh, 201 NW G Street, DN-1, Downtown Low-Density Residential.**

(Pages 23-25)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 19 and 20 of Dickson's Addition, creating new Lots 40 and 41. The plat dedicates a 10-foot utility easement along the southern and eastern property lines. This plat is related to an approved Board of Adjustments case (VAR18-0034) in regards to the location of the established lot line in relation to the existing home.

- 2c. **Property Line Adjustment: Lot 2 of Keypoint Church Addition, Keypoint Church, Inc., 3700 Medical Center Parkway, R-3, Medium-Density Residential.**

(Pages 26-29)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 1 of Keypoint Church Addition and previously unplatted land, creating Lot 2 of Keypoint Church Addition. The plat dedicates 2,021 square feet of right-of-way along SE Medical Center Parkway.

- 2d. **Planned Residential Development: Aurora Subdivision, Aurora Partners, LLC, South Morning Star Road, From PRD, Planned Residential Development to PRD, Planned Residential Development.**

(Pages 30-34)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is generally compatible with this land use category. The proposed PRD will implement Smart Growth & Traditional Neighborhood Design strategies while providing a variety of housing types that promote high quality residential development and will allow greater flexibility in design and use of the land while being compatible with the surrounding neighborhoods.

- 2e. **Lot Split: Lots 1-2 of Rainbow Farm Addition, Mark Smith, 3720 N Rainbow Farm Road, R-E, Residential Estate.**

(Pages 35-38)

The Planning Commission voted 7-0, recommending approval.

A lot split of previously unplatted land, creating Lots 1 and 2 of Rainbow Farm Addition. N Rainbow Farm Road is currently depicted as an arterial on the Master Street Plan. The applicant has dedicated 45-feet of right-of-way from centerline where possible, and a reduced width of 42.5-feet to preserve an existing stone storage building. The plat dedicates a 15-foot utility easement along the northern, eastern, southern, and western property lines.

3. Adoption of an ordinance authorizing the Mayor and Clerk to execute documents necessary and appropriate to reverse certain utility easement and right-of-way dedications to the City, and for other purposes. **(Pages 39-48)**
4. Presentation - SW "A" Street property history and Administrative facility plan. **(Page 49)**
5. Approve resolution authorizing the Mayor and Clerk to enter into a Purchase and Sale Agreement with Recasting, LLC for the sale of Real Property located at 115 and 117 West Central Avenue, Bentonville. **(Pages 50-62)**
6. Pass resolution authorizing the Mayor and Clerk to enter into an agreement with BKD for auditing services for the City of Bentonville for a 5 year period (2018-2022). **(Pages 63-70)**

7. Request the City Council approve the attached list of changes to the 2019 City of Bentonville Pay Plan. The attached listing contains changes previously approved as part of the 2019 budget as well as additional changes. Those additional changes DO NOT include any additional headcount. These additional changes are pay plan structure changes (i.e New Job Families, Job Reclassifications, Updating Part-Time Pay Range Structure, etc.) **(Pages 71-74)**
8. Request City Council approve the recommended changes to the City of Bentonville Personnel Policy Manual. Every three (3) years the City forms a committee of employees from various departments to review the City Personnel Policy Manual for additions, deletions, changes, and corrections. This was last done in late 2015 - for publication on 1 January, 2016. Our most recent committee met August – November, 2018 and reviewed all 10 Chapters. I have attached a synopsis of those important changes. There were minor, insignificant changes that are not shown here (i.e. typo corrections, punctuation corrections, etc.). This attachment only contains those changes that are noteworthy. **(Pages 75-79)**
9. Council approval of Mayor McCaslin's recommendation to appoint Luke Wetzel to the City of Bentonville's Advertising & Promotion Commission. Mr. Wetzel's term will expire on December 31, 2022. **(Pages 80-83)**
10. Council approval of Mayor McCaslin's recommendation to reappointment Brian Burke to the Northwest Arkansas Regional Airport Authority Board of Directors. Mr. Burke's term to expire on December 31, 2024. **(Page 84)**
11. Council approval of Mayor McCaslin's recommendation to appoint Cynthia Cochran to the Library Advisory Board for January 1, 2019 - December 31, 2023. **(Pages 85-88)**
12. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to execute a right of way to a utility corridor as it relates to the placement of a waterline onto airport property. **(Pages 89-94)**
13. Recommend Mayor and City Council award the 6-month blanket bid for 1phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$382,405.00. Items will be ordered on 'as needed' basis. **(Pages 95-97)**
14. Recommend Mayor and City Council award the 6-month blanket bid for 3phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$597,468.00. Items will be ordered on 'as needed' basis. **(Pages 98-100)**
15. Recommend Mayor and City Council award the 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$194,806.00 Items will be ordered on 'as needed' basis. **(Pages 101-103)**
16. Recommend Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$367,454.20. Items will be ordered on 'as needed' basis. **(Pages 104-112)**

17. Recommend Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$998,960.36. Items will be ordered on 'as needed' basis.
(Pages 113-127)
18. Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$234,500.00. Items will be ordered on 'as needed' basis.
(Pages 128-130)
19. Recommend Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$63,516.62. Items will be ordered on 'as needed' basis.
(Pages 131-133)
20. Recommend Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$57,665.30. Items will be ordered on 'as needed' basis.
(Pages 134-136)
21. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$415,248.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 137-141)
22. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters smaller than 2" per the City of Bentonville's specifications in the amount of \$235,180.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 142-146)
23. An ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main (formally HD Water Products) for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$159,189.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 147-151)
24. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized approved lighting. Prices to remain the same January through December, 2019 for the amount of \$662,130.00.
(Pages 152-159)
25. Staff requests approval of a resolution authorizing the Mayor and City Clerk to enter into an offer and acceptance agreement with 2M Investments, LLC for purchase of property for the relocation of the Public Works Maintenance facilities for \$500,000.00. The property is located on Lot 13 of Airport Center Subdivision, more particularly at 403 SW 24th Street, Bentonville, Arkansas. The 2019 budget recently approved includes \$2,000,000.00 for this project.
(Pages 160-172)
26. Parks and Recreation recommends City Council to award bid No. 18-051, in the amount of \$19,990.00, to Greenlayer for participant hoodies for the Run Bentonville Half Marathon.
(Pages 173-175)
27. Parks and Recreation recommends City Council to award bid No. 18-050 to Jet Custom Screen Printing for participant shirts for the Run Bentonville Half Marathon.
(Pages 176-178)

28. City Council approval of Mayor McCaslin's recommendation to reappoint Mike Power and Steven George (Terms expire 12/31/21) and appoint Justin Hundley (Term expires 12/31/21) and Dan Grover (Term expires 12/31/20) to the Parks and Recreation Advisory Board. **(Pages 179-187)**
29. City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center. **(Pages 188-193)**
30. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor to enter into an agreement with Ann O'Sullivan to offer Fitness Services at the Bentonville Community Center. **(Pages 194-198)**
31. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor to enter into an agreement with Erin Dolan Edminister to offer Swim and Triathlon Instruction for Parks and Recreation. **(Pages 199-203)**
32. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor to enter into an agreement with Jami Bernards to offer Swim Instruction at the Bentonville Community Center. **(Pages 204-208)**
33. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor to enter into an agreement with Kristen Bernards to offer Swim Instruction at the Bentonville Community Center. **(Pages 209-213)**
34. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor to enter into an agreement with Sarah Gwin to offer Swim Instruction at the Bentonville Community Center. **(Pages 214-218)**
35. Staff recommends City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Arkansas Department of Transportation for the modification of traffic signal items to add "boring for conduit" on project 090376, for an increase of \$42,851.24. The additional items will be funded with the Bond Fund. **(Pages 219-222)**
36. Motion by City Council to cancel the December 25, 2018 City Council meeting and resume regular schedule on January 8, 2019.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



OZARK REGIONAL TRANSIT

Operating Statistics

October 2018

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FIXED ROUTE								
FR Cash Fares	2,504	2,837	-333	-11.7%	24,869	27,057	-2,188	-8.1%
FR NWACC Free	1,782	3,668	-1,886	-51.4%	19,255	28,033	-8,778	-31.3%
FR ORT Pass	3,855	8,333	-4,478	-53.7%	74,846	87,953	-13,107	-14.9%
FR Children Free	374	278	96	34.5%	2,606	3,309	-703	-21.2%
FR Transfers	1,060	1,666	-606	-36.4%	15,098	16,318	-1,220	-7.5%
FR Free Fare *	11,209	347	10,862	3130.3%	38,393	17,974	20,419	113.6%
FR Veterans Free	629	1,568	-939	-59.9%	13,532	7,248	6,284	86.7%
FR Georges Free	0	989	-989	-100.0%	0	11,552	-11,552	-100.0%
FR Spring International	0	0	0	100.0%	0	34	-34	-100.0%
Total Passengers	21,413	19,686	1,727	8.8%	188,599	199,478	-10,879	-5.5%
Passengers per Revenue Hour	6.6	4.8	1.8	36.8%	5.8	5.3	0.5	10.1%
Daily Passengers	931	895	36	4.0%	881	937	-55	-5.9%
ADA Complementary Paratransit	1,213	1,181	32	2.7%	10,996	12,150	-1,154	-9.5%
Bike Passengers	497	561	-64	-11.4%	5,081	4,867	214	4.4%
FR Revenue Hours	3,234	4,069	-835	-20.5%	32,463	37,797	-5,334	-14.1%
FR Service Hours	3,453	4,356	-903	-20.7%	34,978	40,479	-5,501	-13.6%
FR Revenue Miles	47,454	67,778	-20,324	-30.0%	516,519	641,094	-124,575	-19.4%
FR Service Miles	51,934	73,787	-21,853	-29.6%	568,814	698,591	-129,777	-18.6%
PARATRANSIT								
PT Cash Fares	368	758	-390	-51.5%	4,851	3,590	1,261	35.1%
PT ORT Pass	1,140	1,496	-356	-23.8%	12,293	18,221	-5,928	-32.5%
PT Free Fare	367	18	349	1938.9%	1,043	168	875	520.8%
Total Passengers	1,875	2,272	-397	-17.5%	18,187	21,979	-3,792	-17.3%
Passengers per Revenue Hour	1.3	1.3	0.0	1.6%	1.4	1.3	0.1	4.1%
Daily Passengers	82	103	-22	-21.1%	85	103	-18	-17.6%
PT Revenue Hours	1,458	1,795	-337	-18.8%	13,059	16,424	-3,365	-20.5%
PT Service Hours	1,704	2,046	-342	-16.7%	15,271	19,073	-3,802	-19.9%
PT Revenue Miles	15,974	23,242	-7,268	-31.3%	149,430	216,809	-67,379	-31.1%
PT Service Miles	19,465	29,342	-9,877	-33.7%	181,885	264,376	-82,491	-31.2%
TOTAL								
Paratransit/Fixed Route Passengers	23,288	21,958	1,330	6.1%	206,786	221,457	-14,671	-6.6%
Daily PT/FR Passengers	1,013	998	14	1.4%	966	1,040	-73	-7.1%
Charter/Shuttle Passengers	7,551	3,493	4,058	116.2%	15,553	11,203	4,350	38.8%
Total Passengers	30,839	25,451	5,388	21.2%	222,339	232,660	-10,321	-4.4%

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	23	22	1	4.5%	214	213	1	0.5%
Saturdays	0	0	0	0.0%	0	0	0	0.0%
Sundays	0	0	0	0.0%	0	0	0	0.0%
Total	23	22	1	4.5%	214	213	1	0.5%
Revenue Vehicles	35	36	-1	-2.8%				
Non-Revenue Vehicles	7	7	0	0.0%				
Total Vehicles	42	43	-1	-2.3%				
Total Miles (All Vehicles)	84,883	111,415	-26,532	-23.8%	811,067	1,028,614	-217,547	-21.1%
Diesel Fuel Consumed	2,644	3,076	-432	-14.0%	24,419	30,825	-6,406	-20.8%
Gas Consumed	7,669	9,522	-1,853	-19.5%	80,583	91,068	-10,485	-11.5%
CNG Consumed	523	1,121	-598	-53.3%	5,542	8,667	-3,125	-36.1%
Miles Per Gallon	7.8	8.1	-0.3	-3.5%	7.3	7.9	-0.5	-6.9%
Road calls	2	6	-4		22	55	-33	-60.0%
Accidents	1	1	0		9	10	-1	-10.0%
Operations (Full Time Equivalent)	40	50	-10	-20.0%				
Maintenance	11	12	-1	-8.3%				
Administration	8	8	0	0.0%				
Total	59	70	-11	-15.7%				

Route Summary - October 2018

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
10-1	23	118.3	2,721	13.0	299.0	162.5	3,736.8	13.5	310.5	172.9	3,976.0
10-2	23	80.9	1,860	13.0	299.0	148.8	3,423.4	14.0	322.0	169.0	3,888.0
20	23	225.0	5,174	13.5	310.5	207.6	4,774.4	14.5	333.5	227.8	5,239.0
30	23	49.6	1,141	13.0	299.0	178.9	4,114.8	13.5	310.5	189.3	4,354.0
11	23	61.3	1,410	10.7	245.3	147.0	3,381.8	12.0	276.0	177.4	4,081.0
51	23	58.1	1,336	10.5	241.5	152.2	3,500.8	11.8	272.2	182.6	4,200.0
52	23	26.6	611	10.5	241.5	184.8	4,250.8	11.8	272.2	215.2	4,950.0
61	23	86.1	1,981	13.0	299.0	198.5	4,564.8	13.5	310.5	208.9	4,804.0
62-1	23	62.9	1,446	13.6	312.4	152.5	3,508.0	14.1	323.9	158.5	3,646.0
62-2	23	21.0	483	12.3	282.4	129.1	2,970.0	12.8	293.9	135.1	3,108.0
63	23	47.3	1,088	8.0	184.0	142.6	3,280.0	8.0	184.0	142.6	3,280.0
490	23	94.0	2,162	9.6	220.4	258.6	5,948.0	10.6	243.4	278.6	6,408.0
Total		931.0	21,413	140.6	3,234.1	2,063.2	47,453.6	150.1	3,452.6	2,258.0	51,934.0

Paratransit Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR - CC	23	4.6	105	5.9	134.7	21.2	488.0	7.6	175.6	30.5	701.0
PT1	23	9.7	224	7.9	180.8	96.6	2,221.0	9.1	209.9	111.8	2,572.0
PT2	23	11.5	264	8.3	191.3	83.2	1,914.0	9.7	223.6	114.6	2,636.0
PT3	23	12.4	286	7.7	177.2	92.3	2,124.0	8.7	199.6	103.7	2,385.0
PT4	23	11.2	258	9.5	218.8	100.6	2,314.0	11.0	254.1	130.2	2,995.0
PT5	23	12.0	275	8.1	185.7	103.2	2,373.0	8.7	200.7	112.5	2,587.0
PT6	22	8.9	196	7.0	153.0	85.7	1,885.0	8.4	183.8	113.0	2,485.0
PT7	15	7.1	107	6.2	92.8	72.9	1,094.0	7.4	111.2	82.6	1,239.0
PT8	18	8.9	160	6.9	124.0	86.7	1,561.0	8.1	145.3	103.6	1,865.0
Total		86.3	1,875	67.4	1,458.3	742.5	15,974.0	78.8	1,704.0	902.5	19,465.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	86.3	1,875.0	67.4	1,458.3	742.5	15,974.0	78.8	1,704.0	902.5	19,465.0
Fixed Route	931.0	21,413.0	140.6	3,234.1	2,063.2	47,453.6	150.1	3,452.6	2,258.0	51,934.0
Grand Total		23,288.0		4,692.4		63,427.6		5,156.6		71,399.0

Fixed Routes

10-1, 10-2, 20, 30: Fayetteville
 61, 62-1, 62-2, 63: Springdale
 51, 52: Rogers
 11: Bentonville
 490: I49 Commuter Express

Paratransit Routes

DR - CC: Demand Response Route in Carroll County
 PT1 - PT8: ADA Paratransit / Demand Response Routes

Route Summary - October 2018

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
10-1	23	118.3	2,721	9.1	0.7	0.9	21	4.9	113
10-2	23	80.9	1,860	6.2	0.5	0.6	13	3.4	79
20	23	225.0	5,174	16.7	1.1	1.5	34	3.7	85
30	23	49.6	1,141	3.8	0.3	0.5	12	1.0	24
11	23	61.3	1,410	5.7	0.4	2.3	52	1.6	36
51	23	58.1	1,336	5.5	0.4	0.4	9	1.1	26
52	23	26.6	611	2.5	0.1	0.0	0	0.5	11
61	23	86.1	1,981	6.6	0.4	1.2	27	1.2	28
62-1	23	62.9	1,446	4.6	0.4	0.7	17	0.4	9
62-2	23	21.0	483	1.7	0.2	1.0	23	0.0	1
63	23	47.3	1,088	5.9	0.3	0.5	12	0.9	20
490	23	94.0	2,162	9.8	0.4	0.0	0	2.8	65
		931.0	21,413	78.3	5.3	9.6	220	21.6	497

Paratransit Routes

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR - CC	23	4.6	105	0.8	0.2	0.2	5
PT1	23	9.7	224	1.2	0.1	1.9	44
PT2	23	11.5	264	1.4	0.1	2.8	64
PT3	23	12.4	286	1.6	0.1	2.3	54
PT4	23	11.2	258	1.2	0.1	2.6	59
PT5	23	12.0	275	1.5	0.1	3.2	73
PT6	22	8.9	196	1.3	0.1	3.0	66
PT7	15	7.1	107	1.2	0.1	3.0	45
PT8	18	8.9	160	1.3	0.1	2.8	50
		86.3	1,875	11.4	1.1	21.8	460

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	86.3	1,875	11.4	1.1	21.8	460	0.0	0
Fixed Route	931.0	21,413	78.3	5.3	9.6	220	21.6	497
Grand Total		23,288.0				680.0		497.0

Fixed Routes

10-1, 10-2, 20, 30: Fayetteville
 61, 62-1, 62-2, 63: Springdale
 51, 52: Rogers
 11: Bentonville
 490: I49 Commuter Express

Paratransit Routes

DR - CC: Demand Response Route in Carroll County
 PT1 - PT8: ADA Paratransit / Demand Response Routes

Key Performance Indicators - City of Fayetteville
October 2018

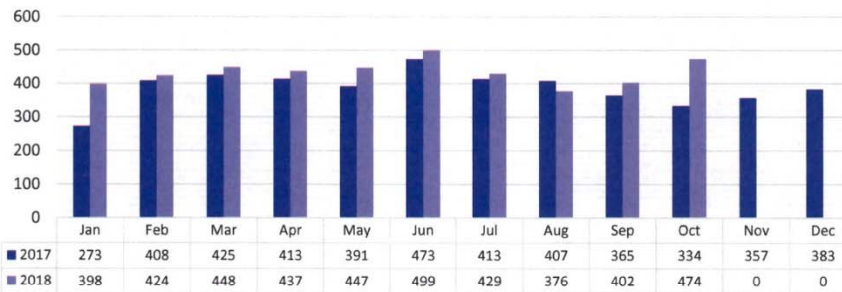
Current City Routes since August 20th, 2018

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	Month	2018	Daily	Month	2018	Daily	Month	2018	Month	2018
10-1	23	52	118	2,721	5,533	13.0	299	676	9.1	8.2
10-2	23	52	81	1,860	3,604	13.0	299	676	6.2	5.3
10	23	52	199	4,581	9,137	26.0	598	1,352	15.3	13.5
20	23	52	225	5,174	10,335	13.5	311	702	16.7	14.7
30	23	52	50	1,141	2,445	13.0	299	676	3.8	3.6
Total			474	10,896	21,917	52.5	1,208	2,730	35.8	31.9

Previous City Routes prior to August 20th, 2018

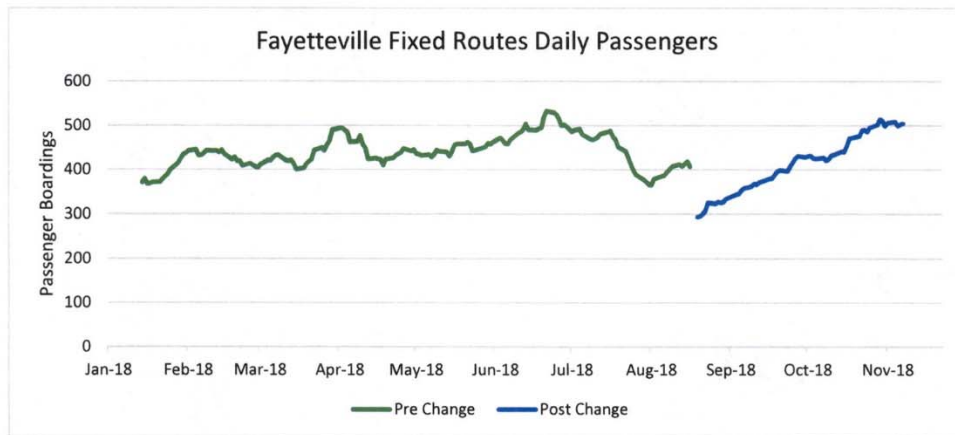
Route	Days	Passengers		Revenue Hours		Passengers per Hour
Route	2018	Daily	2018	Daily	2018	2018
1	162	163	26,481	13.5	2,186	12.1
2	162	76	12,349	13.5	2,186	5.6
3	162	43	7,018	12.6	2,034	3.5
4	162	154	25,024	13.0	2,114	11.8
Total		437	70,872	52.6	8,519	33.1

City Routes Daily Passengers



City Routes Passengers per Revenue Hour





Key Performance Indicators - City of Springdale **October 2018**

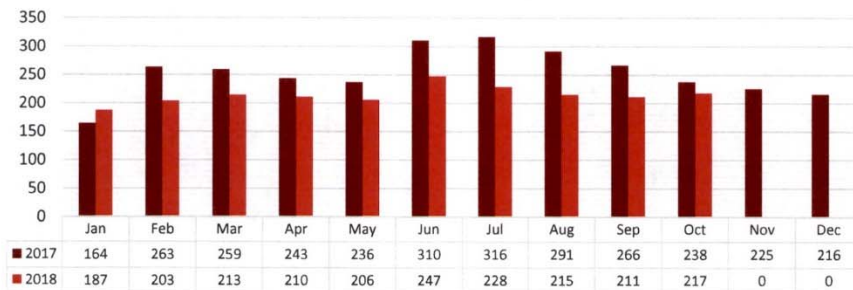
Current City Routes

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	Month	2018	Daily	Month	2018	Daily	Month	2018	Month	2018
61	23	214	86	1,981	18,757	13.0	299	2,778	6.6	6.8
62-1	23	160	63	1,446	10,257	13.6	312	2,173	4.6	4.7
62-2	23	160	21	483	3,770	12.3	282	2,107	1.7	1.8
62	23	160	84	1,929	14,027	25.9	595	4,281	6.3	6.5
63	23	214	47	1,088	8,704	8.0	184	2,035	5.9	4.3
Total			217	4,998	41,488	46.9	1,078	9,093	18.9	17.5

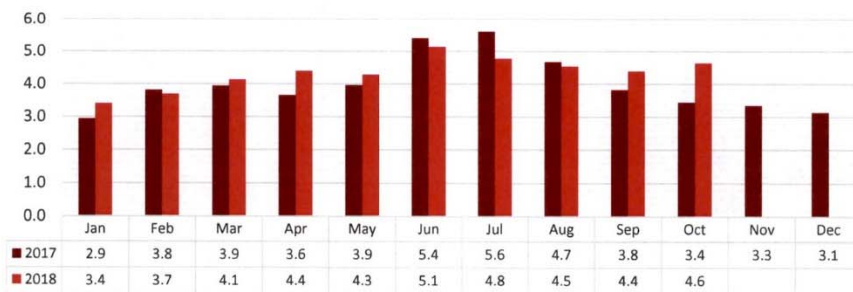
Previous City Routes

Route	Days	Passengers		Revenue Hours		Passengers per Hour
Route	2018	Daily	2018	Daily	2018	2018
62	54	67	3,619	14.1	764	4.7
64	54	11	603	14.0	754	0.8
Total		78	4,222	28.1	1,518	5.5

City Routes Daily Passengers



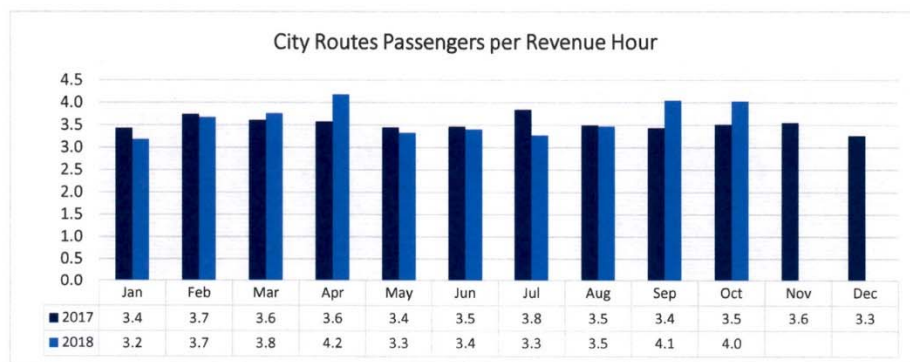
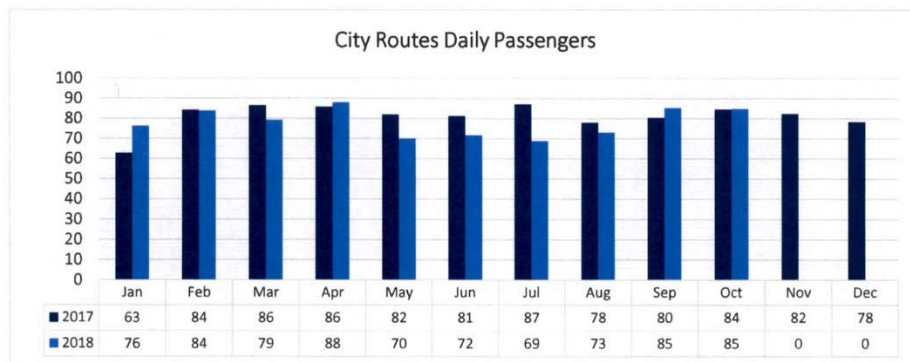
City Routes Passengers per Revenue Hour



Key Performance Indicators - City of Rogers
October 2018

Current City Routes

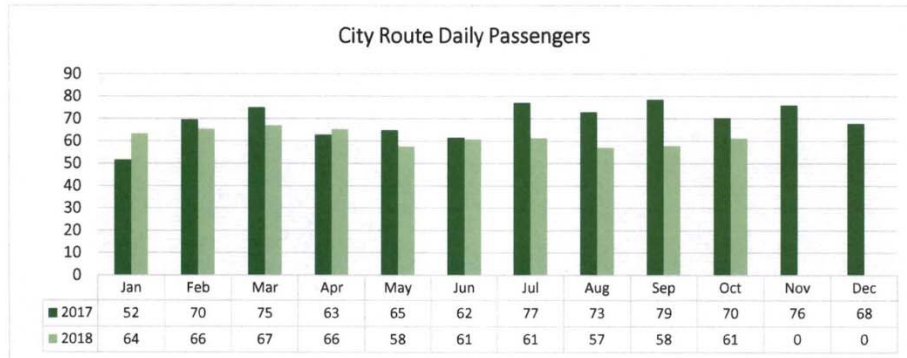
Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	Month	2018	Daily	Month	2018	Daily	Month	2018	Month	2018
51	23	214	58	1,336	11,134	10.5	242	2,297	5.5	4.8
52	23	214	27	611	5,538	10.5	242	2,297	2.5	2.4
Total			85	1,947	16,672	21.0	483	4,594	8.1	7.3



Key Performance Indicators - City of Bentonville
October 2018

Current City Route

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	Month	2018	Daily	Month	2018	Daily	Month	2018	Month	2018
11	23	214	61	1,410	13,233	10.7	245	2,327	5.7	5.7
Total			61	1,410	13,233	11	245	2,327	5.7	5.7



**Key Performance Indicators - Express Routes
October 2018**

2018 Current 490 NWACC Express Route

Route	Days of Operation	Passengers		Revenue Hours		Revenue Miles		Wheel-chairs		Bikes	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
490	52	92.1	4,791	9.6	498	274.9	14,296	0.0	1	2.7	140
Total		92.1	4,791	9.6	498	274.9	14,296	0.0	1	2.7	140

2018 Discontinued 490 NWACC Express Routes

Route	Days of	Passengers		Revenue Hours		Revenue Miles		Wheel-chairs		Bikes	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
490-1	162	78.7	12,750	14.4	2,334	355.3	57,563	0.0	5	3.0	492
490-2	94	24.9	2,343	5.4	509	115.7	10,874	0.0	0	0.4	33
Total			15,093		2,843		68,437		5		525

490 Express went from 2 routes to 1 route and 10 fewer revenue hours in August of 2018.



Passenger Boardings by City: January - October 2018

Benton County	2018				2017			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Avoca	0	0	0	0	0	0	0	0
Bella Vista	0	0	31	31	0	0	41	41
Benton County	0	0	41	41	0	0	56	56
Bentonville	18,361	1,906	1,283	21,550	21,806	2,156	615	24,577
Cave Springs	0	0	0	0	0	0	3	3
Centerton	0	0	80	80	0	0	104	104
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	0	0	164	164	0	0	42	42
Pea Ridge	0	0	71	71	0	0	30	30
Rogers	21,645	2,086	2,190	25,921	24,246	2,379	1,333	27,958
Siloam Springs	0	0	0	0	0	0	0	0
Total	40,006	3,992	3,860	47,858	46,052	4,535	2,224	52,811

Washington County	2018				2017			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Elkins	0	0	35	35	0	0	1	1
Farmington	0	0	52	52	45	8	198	251
Fayetteville	97,702	3,452	674	101,828	90,797	3,820	2,753	97,370
Goshen	0	0	34	34	0	0	8	8
Greenland	0	0	0	0	11	0	0	11
Johnson	472	2	3	477	330	0	4	334
Lincoln	0	0	11	11	198	4	55	257
Prairie Grove	0	0	4	4	133	39	116	288
Springdale	50,419	3,550	829	54,798	61,796	3,744	2,773	68,313
Washington County	0	0	32	32	0	0	207	207
West Fork	0	0	0	0	116	0	21	137
Total	148,593	7,004	1,674	157,271	153,426	7,615	6,136	167,177

Carroll County	2018				2017			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Berryville	0	0	1,363	1,363	0	0	1,101	1,101
Carroll County	0	0	262	262	0	0	209	209
Eureka Springs	0	0	12	12	0	0	11	11
Green Forest	0	0	1	1	0	0	2	2
Total	0	0	1,638	1,638	0	0	1,323	1,323

Madison County	2018				2017			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Huntsville	0	0	1	1	0	0	10	10
Madison County	0	0	18	18	0	0	136	136
Total	0	0	19	19	0	0	146	146

Grand Total	2018				2017			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Grand Total	188,599	10,996	7,191	206,786	199,478	12,150	9,829	221,457



City Council Agenda Items
For City Council Meeting of December 11, 2018
From the December 4, 2018 Planning Commission Meeting

Lot Split: Lots 9-11, Block 2 of Robinnaire Heights Subdivision, JRJC II, LLC, 5036 SW Shell Road, R-1, Single-Family Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 5, Block 2 of Robinnaire Heights Subdivision, creating new Lots 9 through 11, Block 2. The plat dedicates sufficient right-of-way along Southwest Shell Road to meet the requirements of the Master Street Plan, which depicts the street as a Collector. The plat dedicates multiple utility easements of varying widths.

Property Line Adjustment: Lots 40-41 of Dickson's Addition, Eric and Tamie Osterloh , 201 NW G Street, DN-1, Downtown Low-Density Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 19 and 20 of Dickson's Addition, creating new Lots 40 and 41. The plat dedicates a 10-foot utility easement along the southern and eastern property lines. This plat is related to an approved Board of Adjustments case (VAR18-0034) in regards to the location of the established lot line in relation to the existing home.

Property Line Adjustment: Lot 2 of Keypoint Church Addition, Keypoint Church, Inc., 3700 Medical Center Parkway, R-3, Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 1 of Keypoint Church Addition and previously unplatted land, creating Lot 2 of Keypoint Church Addition. The plat dedicates 2,021 square feet of right-of-way along SE Medical Center Parkway.

Planned Residential Development: Aurora Subdivision, Aurora Partners, LLC, South Morning Star Road, From PRD, Planned Residential Development to PRD, Planned Residential Development.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is generally compatible with this land use category. The proposed PRD will implement Smart Growth & Traditional Neighborhood Design strategies while providing a variety of housing types that promote high quality residential development and will allow greater flexibility in design and use of the land while being compatible with the surrounding neighborhoods.

Lot Split: Lots 1-2 of Rainbow Farm Addition, Mark Smith, 3720 N Rainbow Farm Road, R-E, Residential Estate.

The Planning Commission voted 7-0, recommending approval.

A lot split of previously unplatted land, creating Lots 1 and 2 of Rainbow Farm Addition. N Rainbow Farm Road is currently depicted as an arterial on the Master Street Plan. The applicant has dedicated 45-feet of right-of-way from centerline where possible, and a reduced width of 42.5-feet to preserve an existing stone storage building. The plat dedicates a 15-foot utility easement along the northern, eastern, southern, and western property lines.



Consent Agenda Items

For Planning Commission meeting of December 4, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on November 27, 2018 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 9-11, Block 2, Robinnaire Heights Subdivision, JRJC II, LLC, 5036 SW Shell Road, R-1, Single-Family Residential (LS18-0035)

A Lot Split of Lot 5, Block 2 of Robinnaire Heights Subdivision, creating new Lots 9 through 11, Block 2. The plat dedicates sufficient right-of-way along SW Shell Road to meet the requirements of the Master Street Plan, which depicts the street as a Collector. The plat dedicates multiple utility easements of varying widths.

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

Property Line Adjustment: Lots 40-41, Dickson's Addition, Eric and Tamie Osterloh, 201 NW G Street, DN-1, Downtown Low-Density Residential (PLA18-0037)

A Property Line Adjustment of Lots 19 and 20 of Dickson's Addition, creating new Lots 40 and 41. The plat dedicates a 10-foot utility easement along the southern and eastern property lines. This plat is related to an approved Board of Adjustments case (VAR18-0034) in regards to the location of the established lot line in relation to the existing home.

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

Property Line Adjustment: Lot 2, Keypoint Church Addition, Keypoint Church, Inc., 3700 Medical Center Parkway, R-3, Medium-Density Residential (PLA18-0039)

A Property Line Adjustment of Lot 1 of Keypoint Church Addition and previously unplatted land, creating Lot 2 of Keypoint Church Addition. The plat dedicates 2,021 square feet of right-of-way along SE Medical Center Parkway.

(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 9-11, BLOCK 2 OF
ROBINNAIRE HEIGHTS SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: LS18-0035).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 9-11, Block 2 of Robinnaire Heights Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 4, 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 9-11, Block 2 of Robinnaire Heights Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

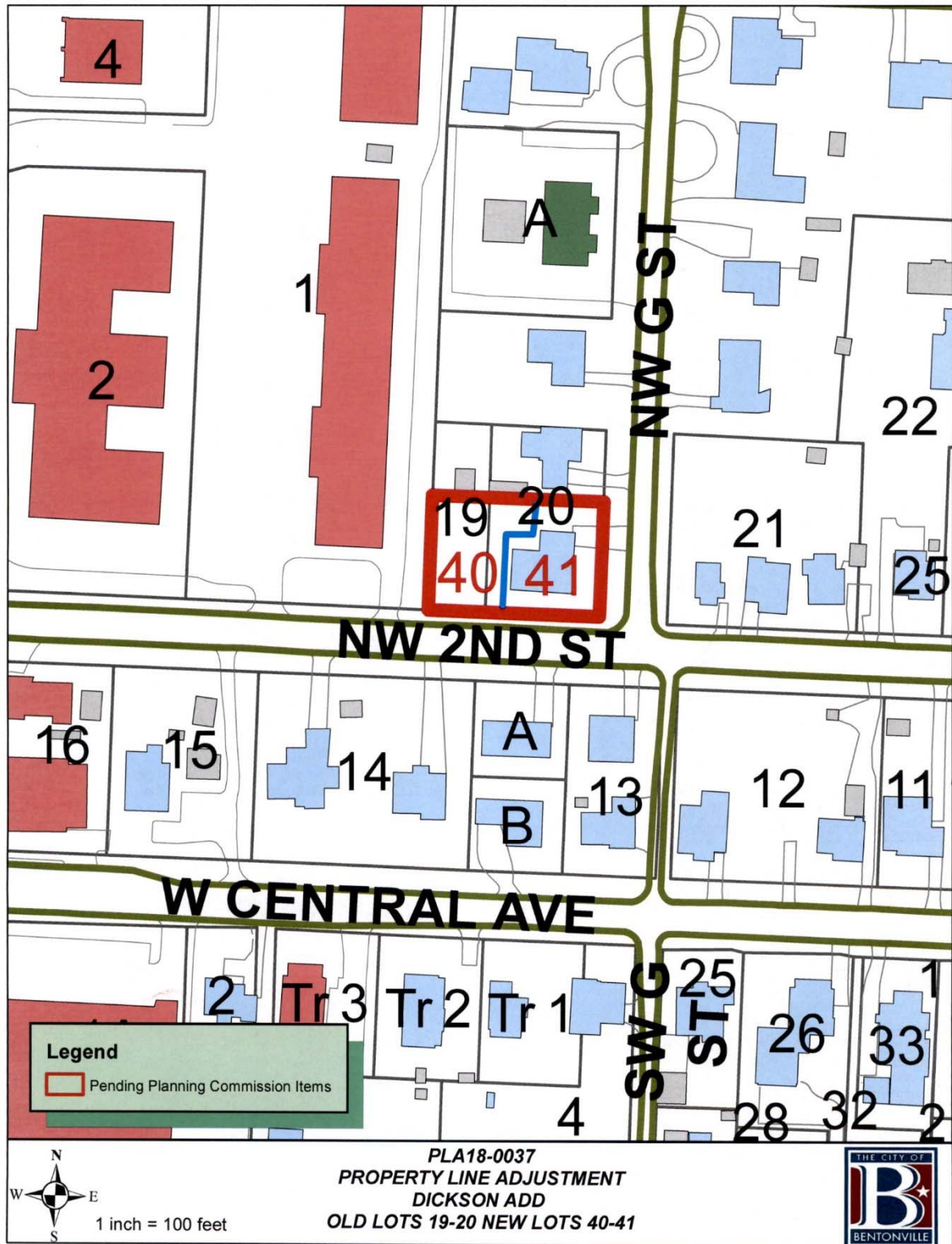
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
40-41 OF DICKSON'S ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA18-0037).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 40-41 of Dickson's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 4, 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 40-41 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

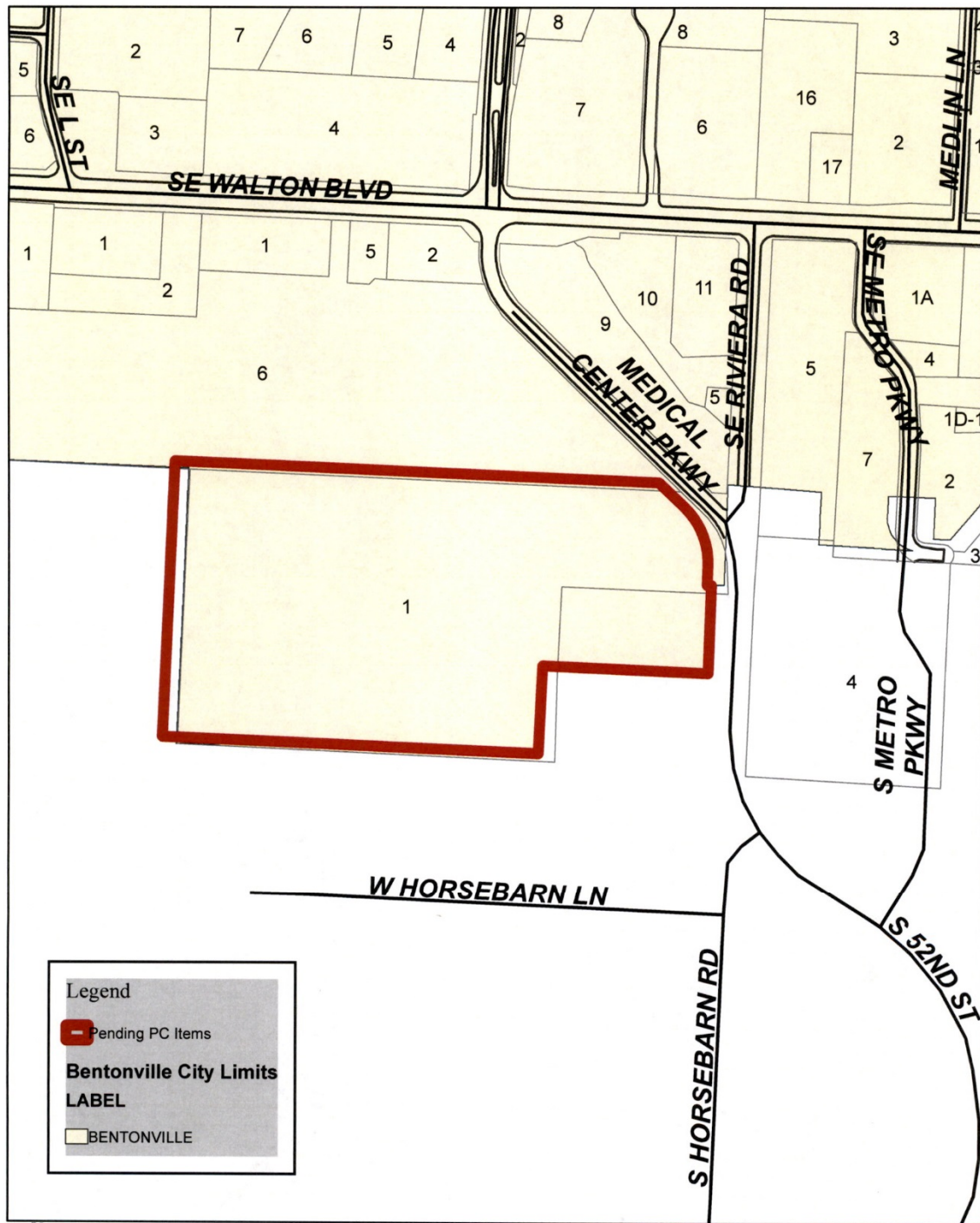
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

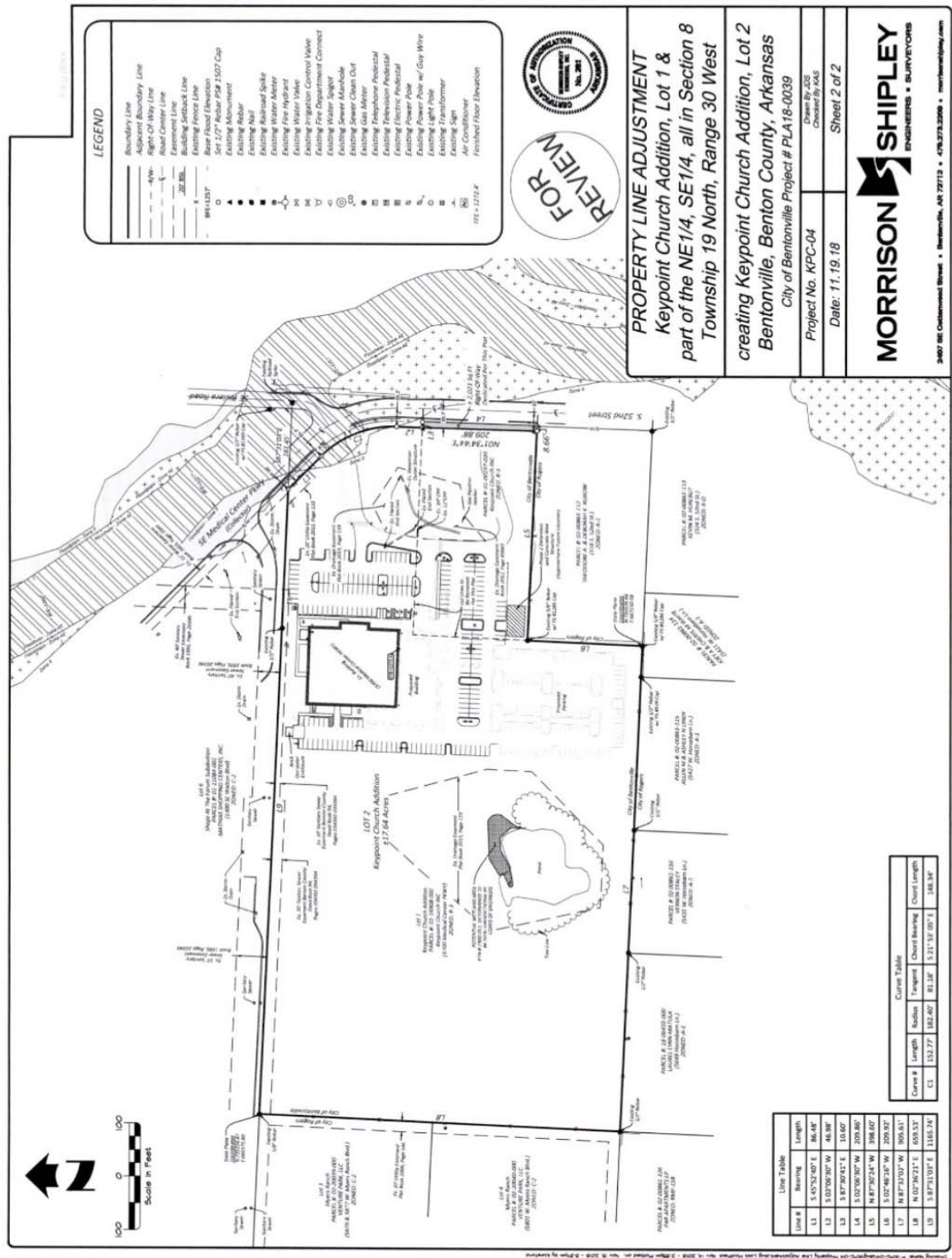
CITY CLERK



PLA18-0039
Lot 2 Keypoint Church Addition ☐
3700 Medical Center Pkwy ☐
Morrison ☐

1 inch = 294 feet





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 2
OF KEYPOINT CHURCH ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA18-0039).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 2 of Keypoint Church Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 4, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 2 of Keypoint Church 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



Aurora Subdivision

South Morning Star Road

PC Date: 11/6/2018

Reviewer: Jon Stanley, Planner

Project Number	PRD18-0004
Applicant / Current Owner	Aurora Partners, LLC 7304 South Yale Ave. Tulsa, OK 74136
Site Area	+/- 72 acres
Current Zoning	PRD, Planned Residential Development
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low Density Residential (LDR)

Property Description

This property is the location of undeveloped agricultural land that fronts onto South Morning Star Road in an area that is designated for low density residential development. This PRD request revises the previously approved Aurora Subdivision PRD. The applicant is making adjustments to reflect the approved Aurora Subdivision Preliminary Plat.

Projected Traffic Impact

The proposed zoning designation will not adversely affect traffic in the area. There are three primary access points proposed onto South Morning Star Road. South Morning Star Road will be improved with this development and will be adequate for the anticipated increase in trips per day. Streets subs are being constructed to the north, south and west to allow for connectivity as future development occurs.

Relationship to the General Plan

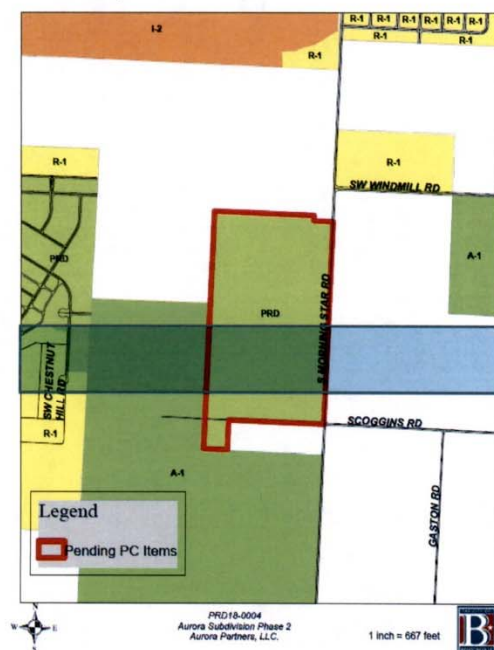
The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is generally compatible with this land use category.

Conclusion

The proposed PRD will implement Smart Growth & Traditional Neighborhood Design strategies while providing a variety of housing types that promote high quality residential development and will also allow greater flexibility in design and use of the land while being compatible with the surrounding neighborhoods.

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

Location Map



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PRD, PLANNED RESIDENTIAL DEVELOPMENT TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD18-0004).

WHEREAS, Aurora Partners, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PRD, Planned Residential Development to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER(NW1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THENORTHWEST QUARTER (NW1/4) ALL IN SECTION 23, TOWNSHIP 19 NORTH,RANGE 31 WEST, BENTON COUNTY, ARKANSAS, ALL OF SAID LAND BEINGDESCRIBED IN WARRANTY DEED BOOK 2016, PAGE 31964, BEING DESCRIBEDMORE PARTICULARLY BY METES AND BOUNDS:BEGINNING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SAIDSOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4);THENCE ALONG THE WEST LINE OF SAIDQUARTER, QUARTER, NORTH 02°28'00" EAST, A DISTANCE OF 1322.69 FEET TOA FOUND 1/2" REBAR AT THE NORTH LINE OF SAID QUARTER, QUARTER;THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THENORTHWEST QUARTER (NW1/4), NORTH 02°46'25" EAST, A DISTANCEOF 994.08 FEET TO A FOUND 1/2" REBAR;THENCE ALONG THE NORTH LINE OF SAID WARRANTY DEED THE FOLLOWINGTHREE (3) COURSES:1. SOUTH 87°32'30" EAST, A DISTANCE OF 1108.63 FEET TO AFOUND 1/2" REBAR WITH CAP "LS#1005";2. SOUTH 02°34'02" WEST, A DISTANCE OF 59.18 FEET TO AFOUND 1/2" REBAR WITH CAP "LS#1005";3. SOUTH 87°33'16" EAST, A DISTANCE OF 214.58 FEET TO A SET COTTONPICKER SPINDLE ON THE EAST LINE OF AFOREMENTIONED NORTHEASTQUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4);THENCE SOUTH 02°34'47" WEST, ALONG

SAID EAST LINE, CROSSING A SETCOTTON PICKER SPINDLE AT A DISTANCE OF 940.46 FEET AT THEAFOREMENTIONED NORTH LINE AND CONTINUING FOR A TOTAL DISTANCE OF 2256.37 FEET TO A FOUND COTTON PICKER SPINDLE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); THENCE ALONG SAID SOUTH LINE, NORTH 87°35'45" WEST, A DISTANCE OF 1323.97 FEET TO THE POINT OF BEGINNING, CONTAINING 3,056,445 SQUARE FEET OR 70.17 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT. AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID LAND BEING DESCRIBED IN WARRANTY DEED BOOK 2015, PAGE 34890, BEING DESCRIBED MORE PARTICULARLY BY METES AND BOUNDS: BEGINNING AT A FOUND RAILROAD SPIKE AT THE NORTHWEST CORNER OF SAID QUARTER, QUARTER; THENCE ALONG THE NORTH LINE OF SAID QUARTER, QUARTER, SOUTH 87°35'45" EAST, A DISTANCE OF 265.13 FEET TO A FOUND 1/2" REBAR WITH CAP "LS#1005"; THENCE LEAVING SAID NORTH LINE, SOUTH 02°41'37" WEST, A DISTANCE OF 328.81 FEET TO A FOUND 1/2" REBAR WITH CAP "LS#1005"; THENCE NORTH 87°34'44" WEST, A DISTANCE OF 264.86 FEET TO A FOUND 5/8" REBAR TO THE WEST LINE OF SAID QUARTER, QUARTER; THENCE ALONG SAID WEST LINE, NORTH 02°38'48" EAST, A DISTANCE OF 328.73 FEET TO THE POINT OF BEGINNING, CONTAINING 87,121 SQUARE FEET OR 2.00 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 4, 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 PRD, Planned Residential Development to PRD, Planned Residential Development.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PRD, Planned Residential Development to PRD, Planned Residential Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 1-2, Rainbow Farm Addition

3720 N Rainbow Farm Road

PC Date: 12/4/2018

Reviewer: Tyler Overstreet, Planner

Project Number	LS18-0040
Applicant / Current Owner	Mark Smith 3807 SW Kestrel Drive Bentonville, AR 72712
Site Area	+/- 5 acres
Current Zoning	R-E, Residential Estate
Future Land Use Map Designation	Residential Estate

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

Location Map



Property Description

This property is located directly east of the intersection of SW Shell Road and N Rainbow Farm Road. This 5-acre property is currently zoned R-E, Residential Estate.

Project Details

A Lot Split of previously unplatted land, creating Lots 1 and 2 of Rainbow Farm Addition. N Rainbow Farm Road is currently depicted as an Arterial on the Master Street Plan. The applicant has dedicated 45-feet of right-of-way from Centerline where possible, and a reduced width of 42.5-feet to preserve an existing stone storage building. The plat dedicates a 15-foot utility easement along the northern, eastern, southern, and western property lines.

Projected Traffic Impact

The proposed lot split does not have the potential to impact traffic in the area. Considering the current zoning and size of the proposed lots, there should be little impact to traffic in the area.

Waivers

One Waiver Requested:

- A Waiver from Article 1100, Section 1100.5.B, Right-of-Way Dedication, of the Subdivision Code, which would require the applicant to dedicate 45-feet of right-of-way from centerline per the Master Street Plan. Instead, the applicant proposes to provide 45-feet where possible and a reduced width of 42.5-feet to preserve an existing structure.

Conclusion

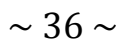
This lot split does not meet the minimum requirements of the subdivision regulations, due to the waiver request.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.
- The waiver request shall only be applicable for Lots 1-2 Rainbow Farm Addition, as depicted on the to-be-filed plat of record.

NOTES

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





SAND CREEK
Engineering and Landscape Architecture, Inc.

October 12th, 2018

Sand Creek Project: 18053
City of Bentonville Project:

Jon Stanley, Planner
Community Development
305 SW A Street
Bentonville, AR 72712

SUBJECT: Waiver Request to narrow Right-of-Way dedication due to existing non-conformity.

Mr. Stanley,

On behalf of the property owner, Mark Smith, I am requesting a waiver to Article 1100, Design Standards, Section 1100.5.B, Right-of-way Dedication, Requirement, of the subdivision code, to dedicate a lesser amount of Right-of-Way than required per the Master Street Plan Requirements along a portion of Rainbow Farm Rd. Rainbow Farm Road is currently a 16-18-foot-wide asphalt road with an existing 50-foot Right-of-Way. The Master Street Plan shows a future Arterial with a proposed 90-foot Right-of-Way.

The Owner wishes to split the existing five (5) acre tract into two lots; however, there are two existing buildings that fall within the required dedication area to meet the standards for an arterial classification. The owner wishes to maintain these buildings which have historical significance to him, and wishes to propose dedicating 40 feet in front of the buildings rather than the 45 feet being dedicated along the rest of the property line. All necessary utilities are existing, and with a 40-foot dedication, the City would still be able to accommodate a 60-foot-wide street and a 6-foot sidewalk per the typical cross section with a narrower greenspace width (4'+) in front of the buildings.

Please consider this a formal request to allow us to narrow the Right-of-Way dedication along Rainbow Farm Road in front of these existing nonconformities, with the remainder of the property meeting the Master Street Plan Requirements. If you have any questions or need any more information, do not hesitate to get in touch with me. Thank you.

[Redacted Signature]
Project Manager
Sand Creek Engineering &
Landscape Architecture
Email-jwatkins@sandcreek.us
Phone-479-464-9282

1610 NW 12th Street

Bentonville, AR 72712

Ph. (479) 464-9282

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-2 OF RAINBOW FARM ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS18-0040).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-2 of Rainbow Farm Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 4, 2018; and,

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Adoption of an ordinance authorizing the Mayor and Clerk to execute documents necessary and appropriate to reverse certain utility easement and right-of-way dedications to the City, and for other purposes.

COST TO CITY:

Cost of this Request: Minimal*

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

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

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

To: Bentonville City Council, Mayor Bob McCaslin
Cc: Linda Spence, City Clerk
From: George R. Spence, City Attorney
Date: December 4, 2018
Re: Reversal of selected right of way dedications

As you may recall, in the fall of 2017, the City of Bentonville accepted a voluntary annexation by several property owners lying at that time in the area between Bentonville, Rogers and Cave Springs. The annexation in question was a little different than usual in that it involved a larger than typical number of property owners and amount of property, and also because it resulted in a lawsuit against the City by the City of Rogers, who was in the process of attempting to annex portions of the property at that time through the election method. The City of Rogers eventually dismissed its lawsuit and dropped the annexation of the property Bentonville was seeking to voluntarily annex.

In that time frame, the owners of one of the properties being annexed, Maurice and Pam Willis, contacted me about a planning issue regarding their newly annexed property. My recollection is that this was referred to me by Mayor McCaslin, due to my involvement in the annexation and the related legal proceedings, but I do not specifically remember exactly how the Mr. and/or Mrs. Willis came to call me. The circumstance concerning which they called involved Mr. and Mrs. Willis being in the process of splitting a large tract of property. I was told that they planned to sell a portion of the property to Russ Daniel, a plan which had pre-dated the annexation. (I also spoke with Mr. Daniel in this time frame – in fact – I may have spoken with him first.) The City Planning Department was requiring that in connection with that lot split, that Mr. and Mrs. Willis dedicate a substantial amount of right-of-way along the edge of their property. Mr. and/or Mrs. Willis stated that the right-of-way dedication would take up approximately five acres of the 80-acre tract and they thought that this was unreasonable, particularly since if the property

had remained in the County, no such requirement would apply. They had apparently been in the midst of doing the lot split with the County when the annexation proceedings took place. As with many of those annexed in the large annexation, they had not really been interested in being annexed at all but did so in solidarity with neighbors to avoid being annexed into the City of Rogers. (My recollection is that at the time I understood the total property to be 80-acres. It turned out to be in excess of 100-acres.)

I told Mr. and/or Mrs. Willis I would check into the matter and get back to them. At that time, I had conversations with members of our planning staff concerning the requirements and they indicated that the requirement to dedicate right-of-way was standard when there was a lot split if the City's road plan indicated a need for the right-of-way in the future. I discussed this with Mr. Willis and he stated that he thought it was unreasonable and I suggested to him that there might be a way to seek a waiver of it and pointed him toward contacting the Planning Department about pursuing a waiver through the Planning Commission. I did some initial review of the Planning Code at that time, and it appeared to me a waiver might be appropriate. One of the Planning Commissioners (Joe Haynie) contacted me in this time frame asking me about the potential for a waiver for Mr. and Mrs. Willis. After reviewing the provisions of the Code related to waivers, I indicated what I thought were the best arguments for a waiver. My understanding is that Mr. and Mrs. Willis asked for a waiver and it was denied by the Planning Commission based apparently on the Commission's belief that if there was a future planned road, that the City should get the right-of-way dedication. Subsequently, a lot split was done including the required right-of-way being dedicated, which was accepted as reflected in City Ordinance 2018-01. (I note that there was also a requirement to dedicate a utility easement behind the right-of-way easement for future use, though I don't specifically recall discussing that with either Mr. and/or Mrs. Willis, or Mr. Daniel.)

During the course of 2018, I became aware that Chief Simpson was doing a lot split of some family property. His mother and father had

established a trust during their lives and after his mother's death, he was dividing the trust property between himself and his siblings. In addition to the division of an 80-acre tract into four pieces, he was also splitting off five acres from the tract which would be his, potentially thinking about making it a home site. I was not involved with this directly, but I did hear about the circumstances of it from Camille Thompson and Chief Simpson. Included in this, I specifically recall discussions with Camille about concerns that the City seemed to not be addressing these matters well concerning larger tracts, that while in the City limits, remained rural. The concern was that our planning regulations were being applied in a manner that resulted in dedications of easements being required when that did not appear to be appropriate. Like the situation for Pam and Maurice Willis, Chief Simpson pursued a waiver request and it was denied. In the end, rather than doing the right-of-way and easement dedication through a lot split, Chief Simpson deeded those to the City, which is reflected in a deed filed with the Circuit Clerk of Benton County at Deed Record L201826691. He subsequently did a lot split but since the right-of-way and easement were already dedicated by separate instrument, it was done in house through the planning staff and there was no need for it to go before Council.

After I was already aware of the two situations described above, while waiting on a hearing for a court case for an unrelated matter, I had a discussion with a long time Bentonville attorney about a similar circumstance in which a family member of his was seeking to accommodate a neighbor who was selling their property. The neighbor had a survey prepared and found a long existing fence line was 10-20 feet off from the property line. The City involvement in this is that the sale of the property was requiring a property line adjustment/lot split and due to the fence line issue, he had been told that the Planning Department was insisting on a right-of-way dedication that would have taken a large section of property (which was not even in the area of the lot line adjustment). While closer to the central area of the City, the property at issue is still a large agricultural tract and the requirement for a right-of-way dedication had no connection at all with the reasons for the property

line adjustment. The lawyer indicated that if this were to go forward, that he would likely pursue legal action against the City, either to prevent our rules taking affect in that way, or as a taking of property, requiring compensation. I told the attorney I would investigate it a little further.

In this same time frame, I had a phone call from Nathan Willis, who I knew a little from dealing with him as an Arvest trust officer. Nathan is the son of Maurice and Pam Willis, the property owners who had initially approached me about the problem with their lot split requiring a large right-of-way dedication. Nathan was polite, but also had pretty severe criticism of the City's policy and asked whether it was something for which his parents should be compensated. I told that based on the interpretations and the way things had been done here for some time, that there was no such compensation. He asked about getting a receipt so that his parents could at least take the requirement to dedicate the right-of-way as a tax deduction. I told him that I did not think the City would object to that, but we also were not saying that they were entitled to a deduction – such would be up to the tax rules. But I told him that I was sure we would be glad to truthfully document what had happened and that his parents could take whatever actions they felt appropriate as far as reflecting it on their tax return.

At this time, I discussed this series of events with Camille Thompson and she told me she had misgivings that either the planning rules were written in a way which might leave the City with liability, or alternatively, were being applied that way by the Planning Department and/or the Planning Commission. Camille probably put it best, saying that the City rules were fine applied in a limited sense, when the lot split or other development was going to affect city services in some way. For example, a right-of-way dedication would be appropriate if the split of land would result in an impact to City roads that the City would otherwise have to bear. The specific term used for this is that there must be a nexus between the requirement being imposed by the City and the reason that the requirement is being imposed. It was our view that in lot splits of large tracts into what were still substantial tracts, there would be no impact

on the City's services, for example by needing to provide widened roads. Nothing about the Willis lot split, in which there was just the possibility of a single home being added would have any impact on the City's provision of roads in that area. The summary memo which went to Council with the lot split for Mr. and Mrs. Willis in fact stated that the lot split would not adversely affect traffic in the area. Similarly, though the proposal by Simpson was to split into five tracts, even if all five were developed as otherwise allowed by City rules, there would be no impact on the city's need to produce additional infrastructure in that area. The staff report to the Planning Commission when the Simpson matter went before them with the waiver request had indicated, like the one for Mr. and Mrs. Willis, that the proposed lot split would not adversely affect traffic in the area. Lastly, the proposed lot line adjustment raised to me by the local attorney would have absolutely no effect on City infrastructure, and therefore, it appears there was no basis to require the right-of-way dedication.

Mr. and Mrs. Willis continued to contact us about the tax deduction and this eventually worked its way to Mayor McCaslin. He contacted Camille to discuss the matter involving Mr. and Mrs. Willis further. At that time, Camille told the Mayor about the broad concerns she and I had discussed about the circumstances of these individual cases. The Mayor asked what could and should be done, and Camille told him that it was her view, with which she suspected I would agree, that the City should reverse the Willis and Simpson right-of-way dedications and should also be prepared to examine other instances in which there have been dedications over the last few years to determine if perhaps there were others that were inappropriately required.

Mayor McCaslin directed Camille to consult with me and try to address the problem. After those consultations, we determined that we would move forward to bring an ordinance to the Council to address these two circumstances and that is before you for the December 11, 2018 meeting. It was also determined to be appropriate that the City be willing to examine, if requested, any easement dedications going back to January

1, 2016, to review the appropriateness of the requirement for easement and right-of-way dedications considering the nexus of the requirements imposed to the perceived burden establishing the need. To be considered in such examination would be not only what the circumstances were at the time of the dedication, but subsequent developments. We felt like it was impossible to ignore those subsequent developments and merely look at things on a prospective basis from the date of the grant. Standards are under discussion to support review of previously required dedications. It is felt that to be deemed appropriate for reversal, such applications would likely need to be for lot splits where the resulting tracts are larger than those typically used for residential development and/or for properties which remain zoned agricultural. However, the ultimate question no matter the size of the resulting tracts and the zoning is whether the action being taken by the property owner has a relation to some impact on the City.

In connection with these discussions and considerations, I contacted the attorney who had spoken with me about the lot line adjustment and the right-of-way dedication he understood was being required, which resulted in the suggestion of potential liability for the City. The attorney told me that the reason that he had not contacted me further about it is that the land transaction involved had apparently not proceeded further, so there was no need to proceed with the lot line adjustment.

While the the discussions with the property owners have focused on right-of-way dedications, the same logic applies with respect to dedications for utilities. The proposed ordinance allows for reversal of both.

It is not my intent through my descriptions in this memo to criticize the planning staff or the members of the Planning Commission. In fact, my thoughts would be much to the contrary. My experience is that they make their best efforts to promote responsible growth in our City helping individuals and businesses navigate the rules the Council has adopted. In this case, I think their actions reflected their sincere understanding the

planning rules as well as longtime practice. However, we should never be afraid to reexamine those rules and practices. For the circumstances described, their application appears to me to be inappropriate and thus I recommend adoption of the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO EXECUTE DOCUMENTS NECESSARY AND APPROPRIATE TO REVERSE CERTAIN UTILITY EASEMENT AND RIGHT-OF-WAY DEDICATIONS TO THE CITY, AND FOR OTHER PURPOSES (## LS18-0025 - Simpson and ILS17-0001 - Daniel/Willis)

WHEREAS, Ordinance 2018-01 approved a lot split of certain property in the City and included dedications of right-of-way and utility easements, and

WHEREAS, while done by deed instead of lot split, dedications of right-of-way and utility easements were made to the City in a document filed of record with the Recorder of Benton County, Arkansas at Book and Page L201826691 in connection with a lot split, and

WHEREAS, the property owners for described lot splits only made the dedications of utility easements and right-of-way in question after attempting to split the property in question without giving the dedications and did so with the understanding that their lot splits would not be approved without such dedications, and

WHEREAS, the City Attorney and Staff Attorney have advised that the requirement by the City to make such dedications are subject to there being a connection between the requirement being made and the impact of the lot split on the City, and

WHEREAS, it appears there was likely not a sufficient nexus between the required dedications and the impact of the related lot splits, and accordingly, the City Attorney and Staff Attorney have advised that the dedications of utility easements and right-of-way made above be reversed,

WHEREAS, there are potentially other dedications of utility easements and/or right-of-

way that might be problematical if examined further,

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

Section 1. That the Mayor and Clerk are authorized to execute such documents as might be necessary and appropriate to reverse the utility easement and right-of-way dedications described above.

Section 2. That the Mayor is requested to lead staff in examining similar instances where dedications were required, if such instances occurred after December 31, 2015, and if examination is requested by the property owner, and to bring appropriate similar instances before the Council for consideration.

PASSED AND APPROVED THIS _____ DAY OF DECEMBER 2018.

APPROVED: _____
HON. BOB McCASLIN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Jake Harper

Department

Admin

Phone

271-6781

ACTION REQUIRED:

Presentation - SW "A" Street property history and Administrative facility plan.

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.

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

Approve resolution authorizing the Mayor and Clerk to enter into a Purchase and Sale Agreement with Recasting, LLC for the sale of Real Property located at 115 and 117 West Central Avenue, Bentonville.

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



PURCHASE AND SALE AGREEMENT

Upon the terms and subject to the conditions set forth in this PURCHASE AND SALE AGREEMENT (this "Agreement"), **RECASTING, LLC**, a Delaware limited liability company ("Buyer"), agrees to purchase the Property (as defined below) from **CITY OF BENTONVILLE, ARKANSAS** ("Seller").

1. **PROPERTY TO BE PURCHASED.** The property to be purchased pursuant to this Agreement shall consist of (a) fee simple title to the land described on Exhibit A attached to this Agreement and incorporated in this Agreement by reference (the "Land"), (b) all improvements, structures and fixtures located on the Land (if any), (c) all personal property located on the Land or used exclusively in the operation or maintained of the Land or its improvements, (d) Seller's right, title, and interest in and to any contracts, leases, or other similar agreements affecting the Property, (e) to the extent assignable, all of Seller's right, title, and interest in and to any warranties, guaranties, permits, authorizations, consents, approvals, variances, licenses, and plans relating to the Property, and (f) any and all of Sellers' rights, title and interest in and to any easements, rights of way, privileges and other rights, if any, pertaining to the Land (collectively, the "Property"). Seller represents and warrants to Buyer that (a) Seller owns all right, title and interest in and to the Property and has the full right, power and authority to sell the Property to Buyer upon the terms contained in this Agreement, (b) the Land consists of approximately 0.32 acres, and (c) at Closing, Buyer will have good and marketable title to the Property free and clear of any liens, mortgages, encumbrances, or other adverse interests.

2. **PURCHASE PRICE.** Buyer shall pay Three Million Seven Hundred Fifty Thousand Dollars and No/100 (\$3,750,000.00) for the Property at Closing (the "Purchase Price"). Buyer shall pay the Purchase Price in full by cashier's check or wire transfer of immediately available funds at the Closing.

3. **TITLE INSURANCE.**

(a) As soon as reasonably practical following Acceptance, but not later than fifteen (15) days following Acceptance, Seller shall cause Waco Title Company (the "Title Company") to provide to Buyer a standard commitment for such title insurance in the amount of the Purchase Price issued by the Title Company and naming Seller as the current title holder and Buyer as the prospective named insured (the "Title Commitment"). The Title Commitment shall require the Title Company, upon satisfaction of the conditions set forth in the Title Commitment, to issue to Buyer an ALTA owner's policy of title insurance covering the Property in the amount of the Purchase Price at Closing. The cost of such title insurance policy shall be paid by Seller.

(b) If the Title Commitment or Survey (as defined below) contain any exceptions to title or other items that are unacceptable to Buyer in any respect (other than liens securing money or other indebtedness owed, which will be paid from Seller's funds at the closing), Buyer shall notify Seller prior to the Closing and Seller shall have a reasonable period of time (not exceeding fifteen (15) days after receipt of such notice) to correct any such items. If Seller is unable or unwilling to correct any such item, Buyer shall have the right to either (i)

waive such item and proceed with the Closing, or (ii) terminate this Agreement by written notice to Seller.

(c) Any exceptions to title or other matters (other than liens securing money or other indebtedness owed, which will be paid from Seller's funds at the closing) set forth in the Title Commitment or Survey not objected to by Buyer prior to Closing, or otherwise waived by Buyer as set forth in subsection 3(b) above, shall constitute "Permitted Exceptions."

(d) Seller shall deliver to the Title Company at Closing a standard form of owner's affidavit or other document or information as reasonably required by the Title Company in a form and substance sufficient to enable the Title Company to delete the standard, pre-printed exceptions to the Title Commitment that are customarily deleted by the Title Company upon the delivery of such owner's affidavit.

(e) Each party to this Agreement shall use commercially reasonable efforts to satisfy the Title Commitment requirements applicable to such party.

4. SURVEY. Within five (5) days of Acceptance, Seller shall provide a copy of any existing survey of the Property in Seller's possession to Buyer. Buyer may order an updated or new survey at Buyer's sole cost and expense (the "Survey").

5. INSPECTION.

(a) Seller shall deliver to Buyer within five (5) days after Acceptance all documents, agreements, leases, contracts, books, records, utility bills and tax statements in Seller's possession or control or any existing surveys, environmental audits, or any other reports or documentation available to Seller regarding the condition of the Property.

(b) Buyer shall have sixty (60) days after Acceptance (the "Inspection Period") to (i) enter upon the Property during normal business hours, and inspect all books and records and agreements regarding the Property; (ii) have a Phase I environmental audit conducted on the Property at Buyer's expense; provided, if any additional environmental testing is necessary or desirable, same shall be conducted at the expense of Buyer; (iii) conduct such soil tests and analyses as Buyer chooses; (iv) perform such other tests, inspections and examinations of the Property as Buyer chooses; and (v) determine, to Buyer's sole satisfaction, that the Property is feasible or suitable for Buyer's intended use and purposes.

(c) If Buyer determines, for any reason or no reason in its sole discretion that the Property is unsuitable, or that the results of the inspections and examinations made by Buyer pursuant to Section (b) hereof are unsatisfactory, Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period, whereupon neither Buyer nor Seller shall have any further obligations hereunder other than those that expressly survive termination. If Buyer objects to the results of any such inspections or examinations, Buyer may notify Seller of Buyer's objections by written notice to Seller given prior to the expiration of the Inspection Period (otherwise the results of said inspections shall be deemed satisfactory),

specifically setting forth such objections, and Seller shall have fifteen (15) days after receipt of such notice to cure such objections to Buyer's satisfaction, but Seller shall have no obligation to cure any of the same. In the event that Seller is either unable or unwilling to so cure such objections within such period, Buyer may either (i) waive such objections; (ii) give Seller additional time, in writing, to cure such objections; or (iii) terminate this Agreement by written notice to Seller within ten (10) days of Seller's failure to cure, whereupon neither Buyer nor Seller shall have any further obligations hereunder other than those that expressly survive termination.

6. CLOSING.

(a) The closing of the transaction contemplated by this Agreement shall take place at the office of the Title Company on a date mutually acceptable to Buyer and Seller, but no later than thirty (30) days after the expiration of the Inspection Period (the "Closing").

(b) Buyer shall have the right to extend the Closing date an additional thirty (30) days (the "Extended Closing") by providing Seller with no less than five (5) days prior written notice (the "Extended Closing Notice").

7. SECTION 1031 EXCHANGES. Each party to this Agreement agrees to cooperate with the other party to effect a tax deferred exchange under Section 1031 of the Internal Revenue Code, provided that the party requesting such exchange pays all costs and expenses of the other party incurred in connection with such exchange.

8. LEASES. Seller represents and warrants to Buyer that there are no leases or other rights to occupy the Property or its improvements other than the existing leases described on Exhibit B attached to this Agreement (the "Leases"). Seller further represents and warrants to Buyer that (i) Seller has provide true, correct, and complete copies of the Leases and all documents related to the Leases, (ii) Seller is not aware of any default or breach under any of the Leases by Seller or any tenant, (iii) there are no leases or rights to occupy the Property or its improvements other than the Leases, (iv) Seller has not collected any rent or deposit under the Leases other than rent payments in respect of a period not exceeding thirty (30) days in advance, and (v) no tenant, entity, or person is entitled to any rent concession, refund, rent reduction, tenant improvement allowance, rebate, credit, or other amount owed by Seller other than as expressly set forth in the Leases. Seller shall diligently and in good faith endeavor to obtain and deliver to Buyer no later than five (5) business days prior to the Closing estoppel certificates in a form reasonably approved by Buyer (each an "Estoppel Certificate") duly executed by such tenant and dated within thirty (30) days of the Closing Date. Within five (5) business days after the expiration of the Inspection Period, Buyer shall prepare Estoppel Certificates for each tenant and shall submit same to Seller for its delivery to each tenant.

9. OTHER CONDITIONS.

(a) Buyer's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction of the following additional conditions at or prior to Closing:

(i) All representations and warranties made by Seller in this Agreement shall be true and correct when made and as of the Closing, and Seller shall have performed its obligations under this Agreement;

(ii) The Title Company shall have issued to Buyer an updated Title Commitment current to the date of Closing (i.e., insuring the gap from the initial Title Commitment to the closing), with all requirements for issuance of the title insurance policy thereunder initialed and marked by the agent of the Title Company as having been satisfied, without any exceptions other than the Permitted Exceptions, and otherwise in a form and substance acceptable to Buyer, in Buyer's sole discretion;

(iii) Buyer shall be satisfied (in its sole discretion) with the condition of the Property;

(iv) No suit, action or other proceeding shall be pending or threatened which seeks to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain material damages or other adverse relief in connection with this Agreement or the transactions contemplated hereby;

(v) There shall not have occurred any material adverse change in or with respect to the Property or any material damage thereto by fire, storm or other casualty;

(vi) An assignment of the Leases by Seller to Buyer, in a form satisfactory to Buyer in its sole discretion; and

(vii) All other conditions to the Buyer's obligations under this Agreement shall have been satisfied.

(b) Seller's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction of the following additional conditions at or prior to Closing:

(i) All representations and warranties made by Buyer in this Agreement shall be true and correct when made and as of the Closing, and Buyer shall have performed its obligations under this Agreement; and

(ii) No suit, action or other proceeding shall be pending or threatened which seeks to restrain or prohibit any of the transactions contemplated by this Agreement or to

obtain material damages or other adverse relief in connection with this Agreement or the transactions contemplated hereby.

10. CONVEYANCE. Seller shall convey the Property to Buyer, or as otherwise directed by Buyer, at Closing in fee simple absolute by general warranty deed (or with respect to any personal property to be conveyed hereunder, by general warranty bill of sale) in customary form reasonably acceptable to Buyer, free and clear of any and all liens, claims, encumbrances, easements, and adverse rights or interests of any kind, except for Permitted Exceptions.

11. PRORATIONS. All taxes and special assessments due on or before the Closing shall be paid by Seller. Real estate taxes and special assessments for the current year shall be prorated as of the Closing based upon the last available tax statement.

12. CLOSING COSTS. The following closing costs shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer: (i) Title Company closing fee and (ii) deed transfer tax stamps. Seller shall pay the cost of (i) the title insurance premium for the title insurance policy, other than special endorsements requested by Buyer, (ii) deed preparation and recording fee and (iii) Seller's attorney's fee. Buyer shall pay the cost of (i) any special endorsements to the title insurance policy requested by Buyer and (ii) Buyer's attorney's fee. All other closing costs shall be allocated in a manner consistent with the way such costs are customarily allocated with respect to real estate closings in Benton County, Arkansas with sales of property similar to the Property.

13. POSSESSION. Seller shall vacate the Property and deliver possession to Buyer at Closing. Notwithstanding the foregoing, at no cost to Seller, Buyer shall allow Seller to lease a portion of the Property (the "**Leased Property**") for a time period not to exceed three (3) years from the Closing Date (the "**Leasing Period**"), with a lease to be signed at Closing. While Seller is leasing the Leased Property, Seller shall be responsible for all utilities, pest control, lawn care, maintenance, and snow removal. Seller shall purchase an insurance policy to cover its personal property during the Leasing Period. Seller to maintain the Leased Property clean and free of any debris.

14. RISK OF LOSS. Risk of loss or damage to the Property by condemnation, vandalism, fire or other casualty shall remain with Seller until the Closing. If any part of the Property is damaged or destroyed by vandalism, fire, or other casualty prior to Closing, or if prior to Closing any part of the Property is condemned or taken by any governmental agency or authority under power of eminent domain or otherwise, or if any notice or threat of any such condemnation or taking is made prior to closing, Buyer shall have the right to either (a) terminate this Agreement by written notice to Seller, and this Agreement shall become null and void and thereafter the parties shall have no further liability of obligations hereunder or (b) proceed with the Closing notwithstanding such damage or destruction, or condemnation or threat thereof, in which case (A) any condemnation and/or insurance proceeds received in respect thereof shall be paid to Buyer, and (B) to the extent necessary, Seller agrees to use commercially reasonable efforts to promptly pursue any available insurance or condemnation award, and any insurance

proceeds or condemnation award received by Seller with respect thereto, net of any costs incurred by Seller in pursuing collection, shall be promptly paid to Buyer upon receipt by Seller.

15. TERMINATION.

(a) The parties may terminate this Agreement, by mutual written consent, at any time prior to Closing and, unless otherwise specifically provided in such consent, any such termination shall be without liability on the part of any party to this Agreement.

(b) Either party may terminate this Agreement by written notice to the other party prior to the Closing in the event that any condition to the terminating party's obligations under this Agreement has not been satisfied or waived by it as of Closing; provided, said party seeking termination shall not then be in breach of this Agreement in any material respect; and provided further, if any such unsatisfied condition relates to the failure to obtain a third party consent, or some other action on the part of a third party, either party shall have the right to extend the Closing for a period of thirty (30) days in order to further attempt to obtain such consent or action. Any such termination under this Section 15 (b) shall be without prejudice to any legal or equitable remedies of either party for breach of contract or otherwise.

16. MISCELLANEOUS.

(a) Survival. The representations, warranties, covenants and agreements of the parties to this Agreement shall survive the Closing.

(b) Modification. No term or provision contained in this Agreement may be modified, amended or waived except by written agreement or consent signed by the party against whom such modification, amendment or waiver is sought to be enforced.

(c) Entire Agreement. This document contains the entire agreement of the parties and supersedes any and all prior agreements, oral or written, with respect to the subject matter hereof.

(d) Further Assurances. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other commercially reasonable documents and instruments, and take such further commercially reasonable action, as may be reasonably necessary to carry out the intent of this Agreement.

(e) Governing Law. This Agreement shall be governed by the laws of the State of Arkansas.

(f) Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(g) Assignability. Buyer shall have the right to assign this Agreement at any time prior to the Closing without the consent of Seller. Any assignee hereof shall expressly assume and agree to be bound by all obligations of Buyer hereunder, upon which event, Buyer shall have no further liability whatsoever pursuant to the terms and conditions of or arising out of this Agreement and such assignee shall thereupon and thereafter be and become the "Buyer" hereunder.

(h) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

(i) Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained in this Agreement which may be given effect without such invalid, illegal or unenforceable terms or provisions, and to this end the terms and provisions of this Agreement are declared to be severable.

(j) Fees of Legal Counsel. In the event either party to this Agreement shall employ legal counsel to protect its rights under this Agreement or to enforce any term or provision of this Agreement, after any breach or threatened breach of this Agreement by the other party, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims, as awarded by the court as fair and appropriate in the circumstances.

(k) Gender and Number. Throughout this Agreement, the masculine shall include the feminine and neuter, and the singular shall include the plural, and vice versa as the context requires.

(l) Specific Performance. The parties acknowledge and agree that the Property constitutes a special and unique asset, and in the event Seller wrongfully fails or refuses to sell, convey and transfer the Property to Buyer upon the terms set forth in this Agreement in breach of this Agreement, Buyer shall be entitled to the remedy of specific performance, in addition to, and not exclusive of, any and all other rights and remedies otherwise available.

(m) Rights and Remedies Cumulative. Rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available.

(n) Incorporation by Reference. All exhibits referred to in and attached to this Agreement shall be deemed incorporated in this Agreement by any reference thereto as if fully set out.

(o) Joint Preparation; Interpretation. This Agreement shall be deemed to have been prepared jointly by the parties to this Agreement and any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any party by reason of its drafting of this Agreement, but shall be interpreted according to the application of the general rules of

interpretation for arms length agreements. As used in this Agreement, the term "including" shall mean "including, without limitation."

(p) Counterparts: Electronic Transmissions. This Agreement may be executed by electronic transmission and in multiple counterparts, all of which together shall constitute one and the same instrument.

17. ACCEPTANCE. The term "Acceptance" as used in this Agreement shall mean the later of the two dates on which this Agreement is signed by Buyer or Seller, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties to this Agreement.

18. AGENCY. Buyer represents and warrants to Seller that Buyer is not represented by a real estate agent or broker and no real estate commission or brokerage fee shall be owed in connection with the purchase and sale of the Property. Seller represents and warrants to Buyer that Seller is not represented by a real estate agent or broker and no real estate commission or brokerage fee shall be owed in connection with the purchase and sale of the Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Buyer has executed this offer effective as of October 24, 2018.

BUYER:

RECASTING, LLC

By: 
Name: Brenda Anderson
Title: Vice President

ACCEPTANCE

The above offer and terms and conditions of this Agreement are hereby accepted by the undersigned Seller on _____, 2018.

SELLER:

CITY OF BENTONVILLE, ARKANSAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A

The following properties located in Benton County, Arkansas:

1. Real property located at 115 and 117 W. Central Avenue, Benton County, Arkansas; approximately 0.32 acres (Parcel Nos. 01-01061-000 and 01-01062-000)

EXHIBIT B

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A CONTRACT FOR THE SALE
OF CERTAIN REAL PROPERTY TO RECASTING LLC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Purchase and Sale Agreement with Recasting LLC for the sale of Real Property located at 115 and 117 West Central Avenue for the amount of \$3.75 million, as set forth in the Real Estate Contract attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 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:

December 11, 2018

Submitted by:

Jake Harper

Department

Accounting

Phone

271-6781

ACTION REQUIRED:

Pass resolution authorizing the Mayor and Clerk to enter into an agreement with BKD for auditing services for the City of Bentonville for a 5 year period (2018-2022).

COST TO CITY:

Cost of this Request: \$87,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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





MEMORANDUM

BY: Jessica Thurman
DATE: 11/26/2018
REF: BKD – Audit Services 2018-2022

RFP-18-053 was issued in order to solicit proposals for financial audit services for the City. The RFP document was advertised in the local paper and also distributed to the following firms: BKD, Frost, Landmark, Grant Thornton and PWC. Proposals were received from BKD, Frost and Landmark, while Grant Thornton and PWC declined to submit a proposal for the services.

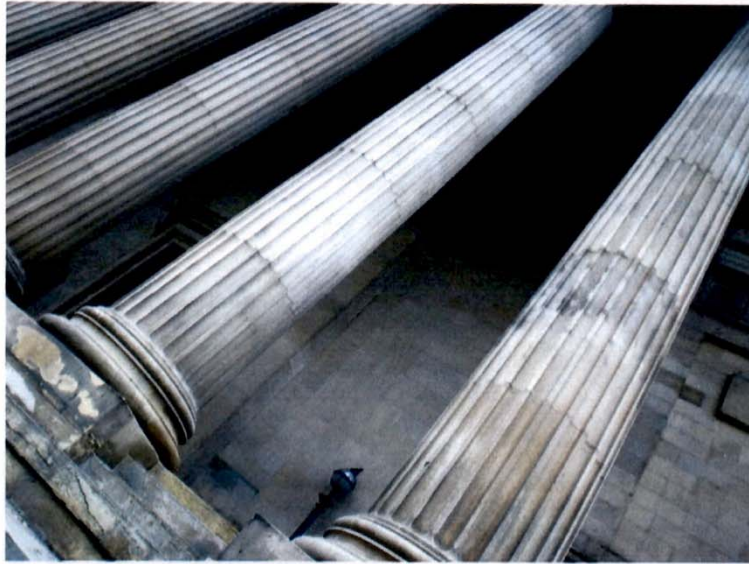
A committee consisting of Jake Harper, Jessica Thurman, Gladys Shoemake, Melany Pichilingue-Rios and Dennis Birge evaluated the audit services proposals. The following criteria were set for the evaluation and each member rated the three firms' proposals based on the criteria of 1-3 (with 1 being the best).

1. Availability and capacity of the firm and its staff to complete the service
2. The staff's governmental experience: experience with GASB (Governmental Accounting Standards Board) and CAFR (Comprehensive Annual Financial Report).
3. Firm's work history with City Municipal Audits.
4. Number of work hours to complete the service.
5. Cost of City Audit
6. Cost of Discretely Presented Component Unit Audit

On Thursday, November 15, 2018, the committee met to discuss each member's evaluations of the proposals. There was a unanimous consensus that BKD was the best fit for the City based upon the criteria mentioned above. The experience of BKD and its staff with Governmental audits, specifically City Municipal audits that prepare CAFRs, was significantly more than the experience of the other two firms that submitted proposals. BKD's local office and overall firm have much more stated knowledge and experience with GASB as well. Overall, the committee agreed that BKD was the best choice to perform audit services for the City.

BKD's Proposed All-Inclusive Maximum Fees per Year:

2018 - \$ 87,000
2019 - \$ 90,100
2020 - \$ 93,700
2021 - \$ 97,300
2022 - \$100,900



FINANCIAL AUDIT SERVICES

RFP-18-053

BKD CPAs & Advisors
809 South 52nd Street // Suite A
Rogers, AR 72758

CITY OF BENTONVILLE, ARKANSAS

COST PROPOSAL

COPY

BKD
CPAs & Advisors

PROPOSED COST OF SERVICES

1. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

The Proposed Cost of Services shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses. Costs associated with preparing this proposal shall not be included.

The first page of the Proposed Cost of Services should include the following information:

- a) Name of the firm.
- b) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposed cost, and authorized to sign a contract with the City of Bentonville, Arkansas should the firm be selected.
- c) A total all-inclusive maximum price for the Fiscal Year ending December 31, 2018, engagement, and for each of the next four (4) years thereafter.

BKD CPAs & Advisors knows our clients do not like fee surprises. Neither do we. Our goal is to be candid and timely, and we want to answer the City of Bentonville, Arkansas' (the City) questions about fees upfront. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend and the level of professional staff needed. As a partner of the firm, David Coleman is authorized to represent the firm, empowered to submit the proposed cost and authorized to sign a contract with the City should BKD be selected.

PROPOSED ALL-INCLUSIVE MAXIMUM FEES

City of Bentonville, Arkansas

	2018	2019	2020	2021	2022
Financial Statement Audit in Accordance with Government Auditing Standards & Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance) for the Years Ending December 31					
	\$85,000	\$88,000	\$91,500	\$95,000	\$98,500

Included in these fees are travel costs and an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items. Our fees may increase if our duties or responsibilities change because of new rules, regulations and accounting or auditing standards. We will consult with you should this happen.

The above fees also include the amounts noted for the discretely presented component unit on page four and fees for implementation of GASB 75.

2. RATES FOR PARTNER, SPECIALIST, SUPERVISORY & STAFF LEVEL MULTIPLIED BY THE HOURS ANTICIPATED FOR EACH

This section should include a schedule of professional fees and expenses that supports the total all inclusive maximum price for the aforementioned years.

City of Bentonville, Arkansas

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance for the Year Ending December 31, 2018

Staff Level	Hours	Hourly Rate	Total
Partner	25	\$325	\$8,125
Director	80	\$230	\$18,400
Manager	20	\$190	\$3,800
In-Charge	175	\$150	\$26,250
Staff	200	\$132	\$26,400
Expenses			\$2,025
Subtotal	500		\$85,000

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance for the Year Ending December 31, 2019

Staff Level	Hours	Hourly Rate	Total
Partner	25	\$338	\$8,450
Director	80	\$239	\$19,120
Manager	20	\$198	\$3,960
In-Charge	175	\$156	\$27,300
Staff	200	\$137	\$27,400
Expenses			\$1,770
Subtotal	500		\$88,000

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance for the Year Ending December 31, 2020

Staff Level	Hours	Hourly Rate	Total
Partner	25	\$352	\$8,800
Director	80	\$248	\$19,840
Manager	20	\$206	\$4,120
In-Charge	175	\$162	\$28,350
Staff	200	\$142	\$28,400
Expenses			\$1,990
Subtotal	500		\$91,500

City of Bentonville, Arkansas

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance for the Year Ending December 31, 2021

Staff Level	Hours	Hourly Rate	Total
Partner	25	\$366	\$9,150
Director	80	\$258	\$20,640
Manager	20	\$214	\$4,280
In-Charge	175	\$168	\$29,400
Staff	200	\$148	\$29,600
Expenses			\$1,930
Subtotal	500		\$95,000

Financial Statement Audit in Accordance with *Government Auditing Standards* & the Uniform Guidance for the Year Ending December 31, 2022

Staff Level	Hours	Hourly Rate	Total
Partner	25	\$380	\$9,500
Director	80	\$268	\$21,440
Manager	20	\$223	\$4,460
In-Charge	175	\$175	\$30,625
Staff	200	\$154	\$30,800
Expenses			\$1,675
Subtotal	500		\$98,500

3. RATES FOR INCLUSION OF THE DISCRETELY PRESENTED COMPONENT UNIT

This section should include a schedule of professional fees and expenses for any work needed to include the discretely presented component unit. This cost should be presented as a separate line item in the proposal.

City of Bentonville, Arkansas

	2018	2019	2020	2021	2022
Fees to include the City's Discretely Presented Component Unit in the Financial Statement Audit in Accordance with <i>Government Auditing Standards</i> & the Uniform Guidance for the Years Ending December 31	\$2,000	\$2,100	\$2,200	\$2,300	\$2,400

Included in these fees are travel costs and an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items. Our fees may increase if our duties or responsibilities change because of new rules, regulations and accounting or auditing standards. We will consult with you should this happen.

4. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City to request the Auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result for the specific recommendation included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the agreement between the City and the Firm. Any such additional work agreed to between the City and the Firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Proposed Cost of Services.

Any work outside the scope of this engagement will be priced according to our hourly rates.

Staff Levels	Hourly Rates
Partner	\$340-\$450
Senior Manager, Director	\$210-\$350
Associate, Senior Associate, Senior Associate II, Manager	\$125-\$250

5. MANNER OF PAYMENT

Periodic progress billings may be submitted as work progresses, but not more often than monthly and not more than seventy-five percent (75%) of the estimated cost of audit services will be paid during the yearly audit period. The remaining twenty-five percent (25%) will be paid after the total yearly fulfillment of the agreement. The total progress billings must be itemized based on the amount of time expended on each fund.

The above terms are acceptable. Our pricing for this engagement and our fee structure is based upon the expectation our invoices will be paid promptly. We will issue monthly progress billings during the course of our engagement and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 45 days at the rate of 10 percent per annum.

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used or modified, in whole or in part, without BKD's prior written approval. All information in this proposal is as of May 31, 2017, unless otherwise noted.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BKD
FOR AUDITING SERVICES FOR THE CITY OF BENTONVILLE.**

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

Section 1. That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with BKD for the auditing services for the City of Bentonville, Arkansas, as more
particularly described in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approve the attached list of changes to the 2019 City of Bentonville Pay Plan. The attached listing contains changes previously approved as part of the 2019 budget as well as additional changes. Those additional changes DO NOT include any additional headcount. These additional changes are pay plan structure changes (i.e New Job Families, Job Reclassifications, Updating Part-Time Pay Range Structure, etc.)

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



Pay Plan Changes for 2019

Below is a complete listing of all the pay plan changes for 2019, including COLA, new positions, reclassifications of existing positions, upgrades, and title changes. If approved these will all appear in the 2019 pay plan.

COLA: A 3% Cost of Living Adjustment (COLA) will be added to all pay ranges

Additional Positions:

Three (3) Additional Police Officer Positions – Police Department
Two (2) Additional Telecommunicators – Police Department
Two (2) Additional Fire Inspectors – Fire Department
Two (2) Additional Facility Maintenance Technicians – Parks Department
One (1) Additional Staff Engineer – Engineering Department
One (1) Additional Library Specialist – Public Library
One (1) Meter Reader – Utility Billing/Meter Department
One (1) Water Distribution Inspector – Water Department
One (1) Administrative Assistant – Electric Department

New Positions:

Add One (1) Chief Building Official, Grade 34, Community Development Department
Add One (1) Deputy Staff Attorney, Grade 36, Legal Department
Add One (1) Assistant Manager, Grade 33, Public Works Department
Add One (1) New Service Coordinator, Grade 20, Water Department
Add One (1) Construction Coordinator, Grade 95, Electric Department
Add One (1) Safety Compliance Officer, Grade 95, Electric Department

Upgraded Positions:

One (1) Administrative Technician, Grade 18 to Water Utility System Technician, Grade 21 – Water Department

One (1) Tree Trimming Crew Leader, Grade 93 to Tree Trimming Crew Leader, Grade 94

Reclassifications of Existing Positions:

Change One (1) Administrative Technician, Grade 18 to Building Permit Administrator (New Position/Job Title), Grade 19

Change One (1) Administrative Assistant II, Grade I7 to Building Plans Examiner II (New Position/Job Title), Grade 18

Change One (1) Administrative Assistant II, Grade 17 to Building Permit Clerk II, Grade 17

Change One Administrative Assistant I, Grade 15 to Building Permit Clerk I, Grade 15

Reclassify Apprentice Lineman II from Grade 92 to Grade 91

Reclassify Apprentice Lineman III from Grade 93 to Grade 92

Reclassify HR Specialist, Grade 18 to Accounting Specialist I/II/III, Grades 16, 17, and 20 Respectively.

New Job Families:

Building Permit Clerk I, Grade 15 & Building Permit Clerk II – 17

Building Plans Examiner I, Grade 15, Building Plans Examiner II, Grade 18, & Building Plans Examiner III, Grade 20

Tree Trimmer I, Grade 91, Tree Trimmer II, Grade 92, & Tree Trimmer III, Grade 93

Other Changes:

Restructure the part-time pay plan to incorporate the changes mandated by the New Arkansas Minimum Wage law.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE 2019 PAY PLAN FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be,
and the same are hereby approved, as attached hereto as Exhibit "A"

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by: Ed Wheeler

Department: Administration

Phone: 271-3191

ACTION REQUIRED:

Request City Council approve the recommended changes to the City of Bentonville Personnel Policy Manual. Every three (3) years the City forms a committee of employees from various departments to review the City Personnel Policy Manual for additions, deletions, changes, and corrections. This was last done in late 2015 - for publication on 1 January, 2016. Our most recent committee met August – November, 2018 and reviewed all 10 Chapters. I have attached a synopsis of those important changes. There were minor, insignificant changes that are not shown here (i.e. typo corrections, punctuation corrections, etc...). This attachment only contains those changes that are noteworthy.

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



Noteworthy Changes for the 2019 City of Bentonville Personnel Policy Manual

Chapter 1 - Employment

1-4-3: Clarification on length of service for "Seasonal Employees".

1.4.3: Clarification on definition of "Temporary Employee".

1.11 Clarification on "Job Offers".

1.13.2 & 1.13.3 Clarification on employment of elected officials and Board & Commission Members.

Section 2 – Hours of Work

2.1: Clarification on methods for reporting absences.

2.3: Clarification of "Compensatory Time" policy.

2.8: Clarification on "Inclement Weather" policy and work performed during inclement weather.

Section 3 – Standards of Conduct

3.3: Clarification of accepting gifts.

3.7.3: Clarification on drug testing for "Safety Sensitive" positions.

3.11.1: Added three (3) new examples of inappropriate work conduct:

1. Misconduct while on stand-by;
2. Performing work "off the clock";
3. Refusing to work or follow instructions from a supervisor.

Section 4 – Termination of Employment

4.3: Clarification on definition of “Retirement” under APERS and LOPFI.

4.4: Clarification on refusal to work.

Section 5 – Vacation and Holidays

5.1: Clarification on “Lost Vacation” Policy.

5.1.3: Clarification on taking and using vacation.

5.1.4.3: Divided “Salaried, Police, Telecommunicators, & Hourly Firefighter” vacation category from “11th – 20th year of service into two (2) categories – 11th – 15th year and 16th – 20th year of service.

Section 6 – Sick Leave

6.1.1: Clarification on accruing sick leave while in unpaid leave status.

6.1.5: Clarification on promotions, transfers, or pay increases while on “restricted Sick Leave”

6.2.7: Clarification on accruing sick leave while in an unpaid leave status.

6.6: Clarification on purpose, rules, and eligibility of the “Catastrophic Sick Leave Bank”.

Section 7 – Other Leaves of Absence

7.6: Clarification on eligibility for “Bereavement Leave”.

7.7: Clarification on accruing sick leave or vacation while on unpaid leaves of absence.

Section 8 – Other Benefits

- 8.1.1: Clarification on City contributions to health plans.
- 8.1.6: Clarification on reporting work injuries.
- 8.6.1: Addition of “Masters Degrees” in the tuition assistance program.
- 8.6.1: Clarification on tuition assistance for accredited college programs.
- 8.12: Addition of the City Uniform Policy to the Personnel Policy Manual.

Section 9 – Job Safety

- 9.5: Clarification on City vehicle accident reporting.

Section 10 – Salary Administration

- 10.2.8.6: Addition of new “Job Families”.
- 10.2.9: Clarification of inter-department transfers of employees.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISIONS TO THE
PERSONNEL POLICY FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain revisions to the City of Bentonville Personnel Policy, the same being attached hereto and incorporated as fully herein as set forth word for word, should be and the same are hereby adopted.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



December 6, 2018

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Luke Wetzel to Bentonville's Advertising and Promotion Commission.

I recommend Luke Wetzel for appointment to Bentonville's Advertising and Promotion Commission. Mr. Wetzel's term expires on December 31, 2022.

Bob

Bob McCaslin



November 30, 2018

Mayor Bob McCaslin
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

On November 29, 2018, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

Luke Wetzel as a restaurant representative on the commission.

The term for this seat is January 1, 2019, through December 31, 2022.

For your convenience, we are enclosing a copy of his application and Commission terms summary.

Please let me know, if you have any questions.

Sincerely,

A solid black rectangular box used to redact the signature of Kalene Griffith.

Kalene Griffith
President

Attachments

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153

VISIT
Bentonville
A NEW AMERICAN TOWN

BENTONVILLE

ADVERTISING & PROMOTION COMMISSION

COMMISSIONER APPLICATION

NAME: Luke Wetzel DATE: 11-26-18
RESIDENCE ADDRESS: 1702 Kimberly Place
MAILING ADDRESS (if different): _____
EMAIL ADDRESS: overandtap@gmail.com
PHONE NUMBERS: (H) _____ (W) 479-268-5884 (C) 501-658-7724

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

Over & Tap Your role: Owner & Chef

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

I have successfully led Over & Tap into nearly four years of operation. As the owner, I am solely responsible for tracking, reviewing, & responding to the restaurant's financials. As the chef, I have played an instrumental role in several restaurant-focused events led by Visit Bentonville.

Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?

my goal is to join the conversation of how we can organize, execute, & maximize both tax dollars & our community to offer unique products & experiences that benefit everyone throughout Bentonville.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and meet all requirements for serving on this commission.

Signature _____

Email: bentonvilleadvertising.com

Mail: Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712

No term limits on City Council members - appointed by Mayor



December 6, 2018

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

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

I recommend Brian Burke for reappointment to the Northwest Arkansas Regional Airport Authority Board of Directors. Mr. Burke's term will expire on December 31, 2024.

A handwritten signature in black ink, appearing to read 'Bob McCaslin'.

Bob McCaslin



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Cynthia Cochran to the Library Advisory Board for January 1, 2019 - December 31, 2023.

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





December 3, 2018

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Cynthia Cochran to the Bentonville Public Library Advisory Board.

I recommend Cynthia Cochran for appointment to the Bentonville Public Library's Advisory Board.

She is filling Judy Marquess' position who completed two terms of service. Mrs. Cochran's term is January 1, 2019 - December 31, 2023.

A handwritten signature in black ink, appearing to read 'Bob McCaslin'.

Bob McCaslin
Mayor of Bentonville



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Cynthia Cochran
If married, spouse: [Redacted]
Home Address [Redacted]
City [Redacted]
Home/Cell Phone [Redacted]
Business Phone [Redacted]
Email Address [Redacted]
Occupation Grant Writer
Employer Self employed
Length of Residency in Bentonville ~ 4 years

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Angela Goodwin
Phone [Redacted]
Email [Redacted]
Name Brooke Feenstra-Swenson
Phone [Redacted]
Email [Redacted]

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

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

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

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

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.

Cynthia Cochran application for appointment to City of Bentonville Boards & Commissions

I would be honored to serve on either the Library Advisory Board or the Parks and Recreation Advisory Board.

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

I believe that my varied career experiences, education, and work in development, and with non-profit organizations offers a practical knowledge base that supports the work of the Advisory Board. I have a Master's in Public Administration that helped me develop an understanding of the challenges and opportunities that municipalities must address. Having managed volunteers in a variety of capacities, I have an appreciation of the varying needs of the stakeholders and a commitment to continue the work that is being done to elevate the local impact that the Library has in our community. Additionally, I have several years of experience with non-profit boards having served on a number of local and a national board.

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

My father and grandfather had a practice of getting to know the people in their community and I am glad to have adopted that in some small part. We are at the library every week for most of the year and it is wonderful to walk into the library and not just be greeted but to know so many of the staff and have an opportunity to connect about books, programs, and to just catch up. The library isn't just a place to grab a book, it is a place for the community to come together to learn and grow. As a direct beneficiary of the programs and services offered by the library I believe strongly in the mission of the library to engage our community, I feel that it is both my duty and my privilege to give back to the organization.

Similarly, my family and I have participated in a number of programs offered by the Department of Parks and Recreation and feel that the department plays a vital role in the value added to our community. We have lived in several large metropolitan areas and never have we had so many easy to access fitness, health, and wellness options for the entire family. As our community grows, so too will the need to provide more programs and preserve our natural fitness spaces. As a direct beneficiary of the programs offered, I believe strongly in the mission of the department to Get Out and Play! I feel that it is both my duty and my privilege to give back to the organization.

I would like to thank the committee for the opportunity to submit my candidacy materials for consideration.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to execute a right of way to a utility corridor as it relates to the placement of a waterline onto airport property.

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: Friday, November 30, 2018
Re: Right of Way to Utility Corridor for Waterline

Staff is recommending Council approval of a resolution to authorize the Mayor and City Clerk to execute a Right of Way to a Utility Corridor as it relates to the placement of a waterline onto airport property as part of an existing utility infrastructure project at Bentonville Municipal Airport.

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

RIGHT OF WAY TO UTILITY CORRIDOR

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned City of Bentonville, Grantor(s), cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, a permanent right of way to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

A part of Lot Four (4) Thaden Addition as shown on the final Property Line Adjustment, found in Deed Book 2017 at page 81, and previously shown as Lot Three (3) Thaden Addition as shown on the final Lot Split, found in Deed Book 2016 at page 952, and previously shown as Lot One (1) on the final plat of Thaden Addition, found in Deed Book 2010 at page 188, further being a part of the West Half (W½) of the Southwest Quarter (SW¼) of Section Six (6), Township Nineteen (19) North, Range Thirty (30) West

PERMANENT RIGHT OF WAY DESCRIPTION:

A 20 foot Utility right of way being a part of Lot 4 of Thaden Addition to the City of Bentonville as recorded in Plat Book 2017, Page 81 of the public records of Benton County, Arkansas being described as follows: COMMENCING at the South 1/16th Corner of Section One (01), Township Nineteen (19) North, Range Thirty-one (31) West, as shown on the Final Plat of Thaden Addition, as recorded in Plat Book 2010, Page 188; thence N02°25'52"E a distance of 590.49 feet along the East line of said Section 01; thence S87°35'33"E a distance of 86.07 feet to the East line of an existing grading, utility, and drainage easement as recorded in Book 2009, Page 56924 also the POINT OF BEGINNING; thence S87°35'33"E a distance of 375.77 feet; thence S02°24'27"W a distance of 20.00 feet; thence N87°35'33"W a distance of 375.76 feet to the East line of said existing easement; thence along said East line N02°22'18"E a distance of 20.00 feet to the POINT OF BEGINNING containing 7,515 square feet or 0.17 acres.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, lines, and appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantees shall have and are hereby granted the further right at all time to remove from said lands all crops. Vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said lines, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described right of way, and no trees shall be planted by Grantor or his successors on said right of way. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent right of way by virtue of Grantees' exercise of the rights under this agreement.

Grantees agree to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's right of way shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across or under said right of way without the written permission of Grantees.

TO HAVE AND TO HOLD the above described right of way and right unto said grantees, its successors and assigns, forever or until said right of way if finally abandoned.

Grantor also agrees to forever warrant and defend the above described right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal or Grantor is hereunto set this _____ day of _____, _____.

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared _____, to me well known as the person or persons who executed the foregoing easement and right of way grant, and that had executed the same for consideration and purpose therein mentioned and set forth.

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

Notary Public

My Commission Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RIGHT OF WAY TO A UTILITY CORRIDOR AS IT RELATES TO THE PLACEMENT OF A WATERLINE 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 a utility corridor as it relates to the placement of a waterline 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			
x	Bid Award	Bid #	18-066
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 1phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$382,405.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$382,405

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: 1-ph. transformer bid award #18-066

The City of Bentonville recommends awarding the bids for electric material in the total amount \$382,405.00. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$382,405.00

This award is for 6 months, January – June 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 18-66
Single Phase Padmount Transformers

Item	Transformer Description	AECI ERMCO		Irby Central Moloney		Anikster Central Moloney		Techline ABB		Techline Howard	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA	\$ 1,285.00	\$ 2,027.00	\$ 1,430.00		\$ 1,524.00		\$ 1,858.00		\$ 1,230.00	
2	25KVA	\$ 1,472.00	\$ 2,494.00	\$ 1,675.00		\$ 1,785.00		\$ 1,958.00		\$ 1,390.00	
3	50KVA	\$ 1,808.00	\$ 3,574.00	\$ 2,133.00		\$ 2,273.00		\$ 2,253.00		\$ 1,765.00	
4	75KVA	\$ 2,305.00	\$ 4,719.00	\$ 2,628.00		\$ 2,801.00		\$ 2,385.00		\$ 2,227.00	
5	100KVA	\$ 2,790.00	\$ 5,758.00	\$ 3,042.00		\$ 3,242.00		\$ 3,353.00		\$ 3,136.00	
6	167KVA	\$ 3,875.00	\$ 8,579.00	\$ 3,853.00		\$ 4,105.00		\$ 4,264.00		\$ 3,435.00	
7	250KVA	\$ 5,260.00	\$ 11,830.00	\$ 6,682.00		\$ 7,332.00		\$ 6,000.00		\$ 5,340.00	

Notes:
If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec will be returned at cost of supplier.
Central Moloney not evaluated due to non conformance with 4.13.2
Bids from Techline were not evaluated due to escalation clause on pricing
Recommended Low Bidder for items 1-7 to AECI quoting ERMCO

11/8/2018

X:\Engineering\Specs - Procurement\Padmount Transformer - Single Phase\Bid Eval\18-66 - 2019 1st Half Formal Bid Eval 1PH Padmount



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-065
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6 month blanket bid for 3phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$597,468.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$597,468

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **3-ph. transformer bid award #18-065**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$597,468.00. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$597,468.00

This award is for 6 months, January – June 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Item	Transformer Description	Inry WEG		Inry Central McKinney		Techline ABB		Techline Howard		Anxster Central McKinney		Anxster WEG		AECI/ERMCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 277/480V	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00
2	45 KVA PAD MOUNT 3PH 277/480V	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00
3	75 KVA PAD MOUNT 3PH 277/480V	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
4	75 KVA PAD MOUNT 3PH 277/480V	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
5	150 KVA PAD MOUNT 3PH 277/480V	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00
6	150 KVA PAD MOUNT 3PH 277/480V	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00	\$ 7,400.00
7	225 KVA PAD MOUNT 3PH 277/480V	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00
8	225 KVA PAD MOUNT 3PH 277/480V	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00	\$ 8,250.00
9	300 KVA PAD MOUNT 3PH 277/480V	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00
10	300 KVA PAD MOUNT 3PH 277/480V	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00
11	500 KVA PAD MOUNT 3PH 277/480V	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00
12	500 KVA PAD MOUNT 3PH 277/480V	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00
13	750 KVA PAD MOUNT 3PH 277/480V	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00
14	750 KVA PAD MOUNT 3PH 277/480V	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00	\$ 14,150.00
15	1000 KVA PAD MOUNT 3PH 277/480V	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00
16	1000 KVA PAD MOUNT 3PH 277/480V	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00	\$ 24,655.00
17	1500 KVA PAD MOUNT 3PH 277/480V	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00
18	2000 KVA PAD MOUNT 3PH 277/480V	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00	\$ 27,710.00
19	2500 KVA PAD MOUNT 3PH 277/480V	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00	\$ 47,815.00

Notes:
no exceptions were listed on bid form. BEUD assumes that units supplied will meet all specifications.
All units are to be supplied by the manufacturer listed in the bid form.
Items 12-19 from AECI/ERMCO did not meet dimensional spec and was not evaluated
Bids from Techline were not evaluated due to escalation clause on pricing
Recommended Low Bidder for item 1-19 to Inry quoting WEG



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-067
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6 month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$194,806.00 Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$194,806

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Double Bushing Pole Mount transformer bid
award #18-067

The City of Bentonville recommends awarding the bids for electric material in the total amount \$194,806.00. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$37,380.00

AECI in the amount of \$157,426.00

This award is for six months, January – June 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
 Formal Bid # 18-07
 Single Phase Pole Mount Transformers

Item	Transformer Description	Inby		Techline ABB		Anixter		Techline Howard		AECI	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 774.00	\$ 1,372.00	\$ 653.00		\$ 825.00	\$ 1,423.00	\$ 637.00		\$ 680.00	\$ 1,272.00
2	15KVA 120/240V	\$ 843.00	\$ 1,623.00	\$ 694.00		\$ 899.00	\$ 1,679.00	\$ 727.00		\$ 745.00	\$ 1,517.00
3	15KVA 277/480V	\$ 839.00	\$ 1,595.00	\$ 710.00		\$ 895.00	\$ 1,651.00	\$ 791.00		\$ 750.00	\$ 1,518.00
4	25KVA 120/240V	\$ 1,001.00	\$ 2,085.00	\$ 772.00		\$ 1,067.00	\$ 2,151.00	\$ 917.00		\$ 897.00	\$ 1,969.00
5	25KVA 240/480V	\$ 991.00	\$ 2,137.00	\$ 860.00		\$ 1,057.00	\$ 2,203.00	\$ 969.00		\$ 930.00	\$ 1,979.00
6	25KVA 277/480V	\$ 1,000.00	\$ 2,078.00	\$ 785.00		\$ 1,066.00	\$ 2,144.00	\$ 953.00		\$ 897.00	\$ 1,992.00
7	37.5KVA 120/240V	\$ 1,122.00	\$ 2,658.00	\$ 986.00		\$ 1,196.00	\$ 2,732.00	\$ 1,303.00		\$ 1,040.00	\$ 2,538.00
8	50KVA 120/240V	\$ 1,514.00	\$ 3,136.00	\$ 1,137.00		\$ 1,614.00	\$ 3,236.00	\$ 1,327.00		\$ 1,325.00	\$ 3,081.00
9	50KVA 277/480V	\$ 1,502.00	\$ 4,149.00	\$ 1,257.00		\$ 1,600.00	\$ 3,110.00	\$ 1,488.00		\$ 1,185.00	\$ 3,063.00
10	75KVA 120/240V	\$ 2,093.00	\$ 4,149.00	\$ 1,473.00		\$ 2,231.00	\$ 4,287.00	\$ 2,039.00		\$ 1,720.00	\$ 4,314.00
11	75KVA 277/480V	\$ 2,145.00	\$ 4,097.00	\$ 1,467.00		\$ 2,286.00	\$ 4,238.00	\$ 1,833.00		\$ 1,670.00	\$ 4,206.00
12	100KVA 120/240V	\$ 2,473.00	\$ 5,165.00	\$ 2,564.00		\$ 2,635.00	\$ 5,327.00	\$ 2,803.00		\$ 2,180.00	\$ 5,346.00
13	100KVA 277/480V	\$ 2,289.00	\$ 4,867.00	\$ 2,249.00		\$ 2,449.00	\$ 5,017.00	\$ 2,395.00		\$ 1,988.00	\$ 5,124.00
14	167KVA 120/240V	\$ 4,086.00	\$ 7,564.00	\$ 3,524.00		\$ 4,354.00	\$ 7,832.00	\$ 4,254.00		\$ 3,281.00	\$ 8,071.00
15	250KVA 120/240V	\$ 4,679.00	\$ 11,277.00	\$ 4,813.00		\$ 4,985.00	\$ 11,583.00	\$ 5,085.00		\$ 5,410.00	\$ 12,168.00
16	250KVA 277/480V	\$ 4,681.00	\$ 10,725.00	\$ 4,636.00		\$ 4,987.00	\$ 11,031.00	\$ 4,745.00		\$ 4,830.00	\$ 11,468.00

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Bids from Techline were not evaluated due to escalation clause on pricing
 Recommended low bidder for item 1-8 to AECI quoting ERMCO
 Recommended low bidder for item 9-16 to Inby quoting Central Moloney



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-062
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$367,454.20. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$367,454

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Water/Sewer Materials bid award #18-062

The City of Bentonville recommends awarding the bids for water material in the total amount \$367,454.20. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$66,116.10
NW Arkansas Winwater in the amount of \$299,326.35
Core and Main in the amount of \$2,011.75

This award is for one year January – December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	FERGUSON	NW ARK. WINWATER	CORE AND MAIN	FERGUSON LOW TOTAL	WINWATER LOW TOTAL	CORE AND MAIN
1	1	EA	340 060 21254	FIRY HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,580.94	\$1,425.00	\$1,530.80		\$1,425.00	
2	1	EA	340 060 21256	FIRY HYDRANT 5-1/4X3 1/2 6" MJ SHOE AVK/CLOW	\$1,619.43	\$1,460.00	\$1,670.56		\$1,460.00	
3	2	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,641.30	\$1,450.00	\$1,658.00		\$2,900.00	
4	2	EA	340 060 21259	FIRE HYDRANT 5-1/4X4 1/2 6" MJ SHOE AVK/CLOW	\$1,679.35	\$1,485.00	\$1,750.00		\$2,970.00	
5	2	EA	340 060 21256	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,717.48	\$1,516.50	\$1,789.00		\$3,033.00	
6	2	EA	340 060 00024	FIRE HYDRANT 5-1/4X5 1/2 6" MJ SHOE AVK/CLOW	\$1,773.48	\$1,562.00	\$1,825.00		\$3,164.00	
7	1	EA	340 060 21257	FIRE HYDRANT 5-1/4X6 6" MJ SHOW AVK/CLOW	\$1,793.60	\$1,594.00	\$1,868.00		\$1,594.00	
8	100	FT	658 060 34358	PIPE 6" C-900 CL200 DR-14	\$5.18	\$4.97	\$5.35		\$497.00	
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	\$8.90	\$8.50	\$9.19		\$59,500.00	
10	40	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	\$19.15	\$18.28	\$20.00		\$731.20	
11	500	FT	658 060 34420	PIPE 4" SDR-26 12454B SEWER D3034	\$1.15	\$1.08	\$1.20		\$540.00	
12	400	FT	658 060 34394	PIPE 6" SDR-26 12454B SEWER D3034	\$2.46	\$2.34	\$2.57		\$936.00	
13	7000	FT	658 060 34433	PIPE 8" SDR-26 12454B SEWER D3034	\$4.44	\$4.20	\$4.60		\$29,400.00	
14	100	FT	658 060 34438	PIPE 12" SDR-26 12454B SEWER D3034	\$9.93	\$9.44	\$10.27		\$944.00	
15	2000	FT	658 061 47073	3/4" CTS TUBING SDR9 PART #X412501008 (100' PER REEL) ADS	\$0.20	\$0.22	\$0.24	\$400.00		
16	8000	FT	658 061 47074	1" CTS TUBING SDR9 PART #4752501008 (100' PER REEL) ADS	\$0.32	\$0.30	\$0.39		\$2,400.00	
17	17,000	FT	658 060 00001	TRACER WIRE 10 THHN SOLID COPPER	\$0.14	\$0.15	\$0.25	\$2,380.00		
18	10	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	\$13.70	\$13.72	\$17.50	\$137.00		
19	60	EA	659 044 00003	8" ACCESSORY MJ BOLT/GASKET ONLY	\$16.44	\$16.45	\$20.55	\$986.40		
20	150	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	\$17.81	\$17.82	\$22.83	\$2,671.50		
21	20	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	\$25.35	\$25.36	\$31.96	\$507.00		
22	10	EA	659 044 00113	6" ACCESSORY MJ WITH GLAND	\$21.24	\$19.20	\$21.25		\$192.00	
23	10	EA	659 044 00115	8" ACCESSORY MJ WITH GLAND	\$25.35	\$21.92	\$25.04		\$219.20	
24	5	EA	659 044 00002	4" DI GLAND RETAINER FORD#UFR1400D-4GLAND (SER.1400)	\$17.07		\$17.11	\$85.35		

25	5		EA	659 044 24411	8" DI GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$20.09	\$20.14	\$100.45		
26	5		EA	659 044 00001	8" DI GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$30.67	\$30.74	\$153.35		
27	5		EA	659 044 24417	8" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$20.25	\$21.32	\$20.00		\$100.00
28	5		EA	659 044 24418	8" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$30.91	\$18.12	\$17.05		\$85.25
29	10		EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$20.20	\$22.25	\$22.24	\$202.00	
30	20		EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$24.48	\$26.96	\$26.95	\$489.60	
31	100		EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$34.22	\$39.89	\$37.67	\$3,422.00	
32	10		EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$68.03	\$79.28	\$74.89	\$680.30	
33	20		EA	659 033 01300	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$148.65	\$148.65	\$158.65	\$2,973.00	\$2,973.00
34	20		EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$212.35	\$212.35	\$235.94	\$4,247.00	\$4,247.00
35	5		EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$620.61	\$620.60	\$689.56	\$3,103.05	\$3,103.00
36	15		EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$147.96	\$147.96	\$156.00	\$2,219.40	\$2,219.40
37	2		EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$131.52	\$131.52	\$146.13	\$263.04	\$263.04
38	2		EA	659 042 20272	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$129.47	\$129.47	\$143.85	\$258.94	\$258.94
39	2		EA	659 042 20288	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$185.64	\$185.64	\$195.41	\$371.28	\$371.28
40	2		EA	659 085 46440	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$209.61	\$209.61	\$232.90	\$419.22	\$419.22
41	6		EA	659 085 00002	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$363.05	\$363.05	\$403.38	\$2,178.30	\$2,178.30
42	10		EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$265.78	\$265.78	\$295.00	\$2,657.80	\$2,657.80
43	2		EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$458.95	\$458.95	\$509.50	\$917.90	\$917.90
44	1		EA	659 085 46449	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$519.23	\$519.23	\$576.90	\$519.23	\$519.23
45	2		EA	659 085 46256	TEE 8X8X6 EPOXY COATED FUSION BOND	\$228.79	\$228.79	\$254.20	\$457.58	\$457.58
46	2		EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$519.23	\$579.51	\$643.80	\$1,038.46	\$1,038.46
47	4		EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$51.38	\$51.38	\$57.08	\$205.52	\$205.52
	4		EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$78.78	\$78.78	\$87.50	\$315.12	\$315.12
49	2		EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$150.70	\$150.70	\$167.40	\$301.40	\$301.40
50	2		EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$119.88	\$119.88	\$133.20	\$239.76	\$239.76
51	2		EA	659 073 44361	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$111.66	\$111.66	\$124.00	\$223.32	\$223.32
52	10		EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$147.96	\$147.96	\$164.30	\$1,479.60	\$1,479.60
53	200		EA	670 063 29289	18" BROOKS METER TILE #22HFX1802KS	\$22.99	\$23.85	\$23.86	\$4,598.00	\$4,598.00

54	60	EA	670 063 29287	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$19.63	\$19.88	\$33.40	\$1,177.80		
55	100	EA	670 063 29288	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$24.35	\$24.68	\$37.50	\$2,435.00		
56	30	EA	670 063 29445	30 X 36 LARGE METER TILE MID-STATES #MSP-30X36	\$187.50	\$130.00	\$140.00		\$3,900.00	
57	30	EA	670 063 00001	30" METER TILE RINGLID TEXAS SPECIAL' E.J.L.W.	\$149.12	\$140.00	\$190.00		\$4,200.00	
58	10	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #60 8850 SERIES	\$48.98	\$48.98	\$54.50	\$489.80	\$489.80	
59	20	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #69 8850 SERIES	\$48.36	\$48.36	\$53.75	\$967.20	\$967.20	
60	60	EA	670 067 49290	5-1/4 VALVE BOX COVER LID	\$11.16	\$11.16	\$12.40	\$669.60	\$669.60	
61	20	EA	670 067 49291	VALVE COVER TOP SHORT 10-T	\$29.55	\$28.52	\$31.38	\$570.40	\$570.40	
62	15	EA	670 067 49292	VALVE COVER BOTTOM SHORT 15-B	\$31.67	\$35.34	\$39.26	\$475.05		
63	50	EA	670 067 49294	VALVE COVER TOP TALL 16-T	\$41.37	\$42.16	\$46.84	\$2,068.50		
64	50	EA	670 067 49293	VALVE COVER BOTTOM TALL 24-B	\$49.65	\$45.88	\$50.90	\$2,294.00		
65	50	EA	670 067 49364	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$13.65	\$13.68	\$15.20	\$682.50		
66	60	EA	670 067 49380	VALVE BOX PAD FORMED CEMENT	\$12.50	\$16.00	\$12.48		\$748.80	
67	12	EA	670 075 50282	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$468.92	\$439.45		\$5,273.40		
68	15	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$745.80	\$700.55		\$10,508.25		
69	2	EA	670 075 50288	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,470.14	\$1,383.15		\$2,766.30		
70	2	EA	670 075 52331	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$663.20	\$648.55		\$1,297.10		
71	5	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$964.60	\$962.55		\$4,812.75		
72	1	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,209.89	\$2,192.55		\$2,192.55		
73	1	EA	659 029 06810	COMP. COUPLING 4" X 7" CI 6.90-7.22 S/B# 441- 00000510-900	\$63.90	\$60.45	\$64.90	\$60.45		
74	2	EA	659 029 06900	COMP. COUPLING 6" CI 6.90-7.22 S/B# 441- 00000722-900	\$81.95	\$77.32	\$83.30	\$154.64		
75	2	EA	659 029 06910	COMP. COUPLING 6" X 12" CI 6.90-7.22 S/B# 442- 00000722-400	\$167.71	\$158.05	\$170.50	\$316.10		
76	1	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442- 06850945-400	\$232.29	\$212.88	\$236.15	\$212.88		
77	2	EA	659 029 07000	COMP. COUPLING 8" X 12" 9.05-9.45 S/B# 442- 00000945-400	\$232.29	\$212.88	\$236.15	\$425.76		
78	1	EA	659 029 19025	COMP. COUPLING 12" PLASTIC TO PLASTIC 13.20-13.50 S/B# 441-00001350-900 (short)	\$173.18	\$163.20	\$176.00	\$163.20		
79	2	EA	659 029 19029	COMP. COUPLING 12" X 12" PLASTIC TO PLASTIC 13.20-13.50 S/B# 442-00001350-400	\$293.34	\$276.35	\$298.20	\$552.70		
80	30	EA	659 029 06620	COMP. COUPLING 2" X 6" S/B# 525-23800-003	\$17.36		\$24.00	\$520.80		

81	20		EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-780X-CC4	\$27.29			\$27.65	\$545.80		
82	10		EA	659 073 39064	SADDLE 6X1 SS FORD #F202-690-CC4	\$57.62				\$576.20		
83	4		EA	659 073 39065	SADDLE 6X2 SS FORD #F202-690-IP7	\$62.18				\$248.72		
84	20		EA	659 073 39028	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	\$29.88				\$597.60		
85	70		EA	659 073 39062	SADDLE 8X1 SS FORD #F202-905-CC4	\$66.04				\$4,622.80		
86	20		EA	659 073 39400	SADDLE 8X2 SS FORD #F202-905-IP7	\$71.04				\$1,420.80		
87	20		EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #F202-14-38X-CC4	\$46.20				\$924.00		
88	10		EA	659 073 39463	SADDLE 12X1 SS FORD #F202-1320-CC4	\$82.97				\$829.70		
89	2		EA	659 073 39069	SADDLE 12X2 SS FORD #F202-1320-IP7	\$93.36				\$186.72		
90	2		EA	659 073 39024	SADDLE 12X2 DS FORD #F202-1438-IP7	\$58.56				\$117.12		
91	2		EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-09049007-000 4.74-5.57	\$81.24	\$76.65		\$82.50	\$153.30		
92	6		EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.94	\$94.43	\$88.85		\$95.00	\$533.10		
93	2		EA	670 052 27007	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84-7.64	\$141.40	\$133.30		\$143.00	\$266.60		
94	1		EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$66.34			\$122.50	\$66.34	\$122.50	
95	1		EA	670 052 27483	LEAK CLAMP 6" BELL JOINT S/B #274-00000690- 000 6.90-7.10	\$156.12			\$134.70	\$134.70	\$134.70	
96	2		EA	670 052 27484	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$215.72			\$177.00		\$354.00	
97	6		EA	670 052 27185	LEAK CLAMP 2X3 SSFC-GASKET S/B #244- 023803-000	\$29.15	\$22.10		\$22.78	\$132.60		
98	10		EA	670 052 27186	LEAK CLAMP 2X6 SSFC-GASKET S/B #244- 023805-000	\$54.18	\$41.08		\$42.20	\$410.80		
99	100		EA	670 008 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$10.00	\$9.85		\$9.94	\$985.00		
100	15		EA	670 075 54001	WATER PLUG/FREDCO/FOSROC CEMENT 50LB. PAIL	\$35.00	\$22.50		\$25.00	\$337.50		
101	375		EA	670 063 29243	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$117.42	\$85.90		\$129.85	\$32,212.50		
102	20		EA	670 063 28241	METER SET 2" WV7712B-1177NL WITH BYPASS or AY MC 720-B712WVFF 775	\$193.90	\$168.50		\$214.42	\$3,370.00		
103	25		EA	659 006 29359	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1	\$804.63	\$688.00		\$728.96	\$17,200.00		
104	20		EA	659 006 01210	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4	\$14.02	\$13.05		\$14.99	\$261.00		
105	10		EA	659 006 01202	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP	\$11.86	\$11.10		\$13.11	\$111.00		
106	10		EA	659 006 01208	MUELLER H-15428N or AY MC 74753Q 3/4X1	\$12.92	\$12.05		\$14.27	\$120.50		
107	100		EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H- 15428N or AY MC 74753Q 1X3/4	\$12.25	\$12.16		\$13.55	\$1,216.00		

108	20	EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2	\$56.43	\$52.05	\$62.40	\$1,041.00
109	150	EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H- 15403N or AY MC 74759Q 3/4	\$14.46	\$13.42	\$15.98	\$2,013.00
110	200	EA	659 033 14061	COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74759Q 1	\$15.78	\$15.32	\$17.44	\$3,064.00
111	20	EA	659 033 14066	COUPLING GALVVPVC 3/4" FORD #C-45-33NL or AY MC 74759Q 55 3/4	\$15.86	\$15.80	\$17.47	\$316.00
112	10	EA	659 033 14395	COUPLING GALVVPVC 1" FORD #C-45-44NL or AY MC 74759Q 55 1	\$21.29	\$20.85	\$23.45	\$208.50
113	10	EA	659 033 14064	COUPLING GALVVPVC 3/4" X 1" FORD #C-45- 43NL or AY MC 74759Q 55 3/4X1	\$17.84	\$17.65	\$19.65	\$176.50
114	20	EA	659 033 14056	COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74759-22 1X3/4	\$21.90	\$15.55	\$16.52	\$311.00
115	10	EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL or AY MC 74759Q 2	\$74.15	\$69.20	\$73.46	\$692.00
116	25	EA	670 063 29246	METER CPLG. LF 5/8" 110 COMP - 56X34X3/4 MUELLER H-14227N or AY MC 720-Q3AST	\$12.09	\$12.68	\$13.11	\$302.25
117	50	EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-15528N or AY MC 74761Q 1	\$22.90	\$22.35	\$25.23	\$1,117.50
118	20	EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15528N or AY MC 74761Q 3/4	\$17.83	\$17.55	\$19.65	\$351.00
119	25	EA	659 030 13072	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER HB-25008N or AY MC 74701BQ 3/4	\$37.59	\$36.65	\$41.38	\$891.25
120	300	EA	659 030 13071	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER HB-25008N or AY MC 74701BQ 1	\$49.48	\$45.65	\$54.45	\$13,695.00
121	100	EA	670 063 48092	LI-BRANCH LF 1X3/4X1-1/2 MUELLER H-15363N or AY MC 7084QM	\$34.40	\$33.02	\$37.88	\$3,302.00
122	2	EA	670 069 48060	VALVE BALL 1" FORD #B11-444NL or AY MC 76101 1	\$62.86	\$56.95	\$69.18	\$117.90
123	30	EA	670 069 48063	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	189.98	\$60.20	188.15	\$1,806.00
124	50	EA	659 017 03557	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$15.86	\$8.78	\$15.75	\$439.00
125	25	EA	659 017 03556	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$11.97	\$8.95	\$12.00	\$223.75
126	80	EA	659 017 03553	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$11.05	\$8.32	\$11.00	\$499.20
127	1	EA	659 017 03531	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$53.18	\$54.45	\$55.00	\$53.18
128	5	EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$54.54	\$51.18	\$54.50	\$255.90
129	2	EA	659 094 54824	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$99.99	\$93.95	\$99.50	\$187.90
130	50	EA	659 094 54820	WYE 8X8X4 GXG SDR-26 HEAVY WALL SEWER	\$49.65	\$39.85	\$49.30	\$1,992.50
131	2	EA	659 094 54822	WYE 8X8X6 GXG SDR-26 HEAVY WALL SEWER	\$57.19	\$56.35	\$56.59	\$110.70
132	70	EA	659 073 00011	SEWER TAP SAIDLE TEE 4" ROMAC INDS. #218 4804U	\$78.63	\$60.00	\$77.00	\$4,200.00
133	100	EA	659 033 16409	CPLG. 4" CIPL X 4" CIPL MISSION #MR56 44 APC		\$21.20	\$26.06	\$2,120.00
134	30	EA	659 033 16406	CPLG. 4" CL X 4" CIPL MISSION #MR02 44 ARC		\$31.20	\$38.20	\$936.00

135	20		EA	659 033 16424	CPLG. 6" CIPL X 6" CIPL MISSION #MR56 66 ARC				\$40.35	\$49.90		\$807.00	
136	100		EA	659 033 16407	CPLG. 6" CL X 6" CIPL MISSION #MR02 66 ARC				\$52.85	\$65.00		\$5,285.00	
137	20		EA	659 033 16425	CPLG. 8" CIPL X 8" CIPL MISSION #MR56 088 ARC				\$60.10	\$74.00		\$1,202.00	
138	50		EA	659 033 16451	CPLG. 8" CL X 8" CIPL MISSION #MR02 88 ARC				\$60.10	\$74.00		\$3,005.00	
139	2		EA	659 033 16426	CPLG. 10" CIPL X 10" CIPL MISSION #MR56 1010 ARC				\$80.75	\$96.00		\$161.50	
140	2		EA	659 033 16452	CPLG. 10" CL X 10" CIPL MISSION #MR02 1010 ARC				\$80.75	\$96.00		\$161.50	
141	1		EA	659 033 16428	CPLG. 12" CIPL X 12" CIPL MISSION #MR56 1212 ARC				\$98.85	\$118.00		\$98.85	
142	2		EA	659 033 16453	CPLG. 12" CL X 12" CIPL MISSION #MR02 1212 ARC				\$98.85	\$118.00		\$197.70	
143	1		EA	659 033 00015	CPLG. 15" CIPL X 15" CIPL MISSION #MR56 1515 ARC				\$168.85	\$201.00		\$168.85	
144	1		EA	659 033 16454	CPLG. 15" CL X 15" CIPL MISSION #MR02 1515 ARC				\$186.60	\$222.00		\$186.60	
145	1		EA	659 033 00016	CPLG. 18" CIPL X 18" CIPL MISSION #MR56 1818 ARC				\$346.20	\$412.00		\$346.20	
146	1		EA	659 033 16455	CPLG. 18" CL X 18" CIPL MISSION #MR02 1818 ARC				\$462.35	\$550.00		\$462.35	
147	1		EA	659 033 00017	CPLG. 24" CIPL X 24" CIPL MISSION #MR56 2424 ARC				\$443.35	\$528.00		\$443.35	
148	1		EA	659 033 00014	CPLG. 24" CL X 24" CIPL MISSION #MR02 2424 ARC				\$590.45	\$705.00		\$590.45	
149	8		EA	659 033 16460	CPLG. REDUCER 8X6 CIPVC FERNCO #1056-85								
150	2		EA	659 033 16459	CPLG. REDUCER 6 X 4 CIPVC FERNCO #105694EB								
151	30		EA	890 030 28201	8" MANHOLE GASKET 8CMA		\$12.00		\$12.00	\$8.05			\$241.50
152	2		EA	890 030 28202	10" MANHOLE GASKET 10CMA		\$14.96		\$16.00	\$12.00			\$24.00
153	2		EA	890 030 28204	12" MANHOLE GASKET 12CMA		\$16.98		\$20.00	\$13.00			\$26.00
154	25		EA	890 030 28206	MANHOLE RING LID 250# 24A WLLW/J.W/VULCAN		\$190.47		\$198.55	\$209.50	\$4,761.75		
155	20		EA	890 030 28348	MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE		\$58.30		\$58.05	\$70.00		\$1,161.00	
156	12		EA	890 030 28348	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE		\$111.10		\$110.58	\$129.50		\$1,326.96	
157	15		EA	890 030 28350	MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE		\$166.60		\$165.82	\$194.15		\$2,487.30	
158	25		EA	890 030 28468	MANHOLE SEALANT "RAM-NECK" 3/4" COILS		\$7.00		\$12.00	\$7.00	\$175.00		\$175.00
159	5		EA	890 030 28206	MANHOLE LID ONLY 250# 24A WLLW/J.W/VULCAN		\$82.35		\$81.95	\$95.95		\$409.75	
160	5		EA	659 094 54836	WYE 12"X12"X12" GXGXG HEAVY WALL SEWER		\$338.36		\$317.35	\$336.00		\$1,586.75	
161	5		EA	659 094 00001	WYE 12"X12"X4" GXGXG HEAVY WALL SEWER		\$171.98		\$161.30	\$172.00		\$806.50	



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-060
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$998,960.36. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$998,960

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #18-060

The City of Bentonville recommends awarding the bids for electric material in the total amount \$998,960.36. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$166,980.85
Stuart Irby in the amount of \$710,183.23
Anixter Electrical Supply in the amount of \$99,139.13
Border States in the amount of \$22,657.15

Bids from Techline were not evaluated due to escalation clause on pricing.

There were multiple companies that did not meet minimum specifications that we establish.
Anixter did not meet spec on line items #45, 46, 49, 50, 64, 89, 151, 174, 175, 176, 177 and 178.
Border States did not meet spec on line item #189

This award is for 1 year, January-December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	TECHLINE	IRBY	AECI	ANXTER	BORDER STATES	IRBY LOW BID	AECI LOW BID	ANXTER LOW BID	BORDER STATES LOW BID
1	100	EA	285 002 02101	ARM 3-5/8" X 4-5/8" X 8" - WOOD-TYPE 3 REA SPEC HUGHES BROS. BROOKS		\$38.00	\$40.53	\$47.38		\$3,800.00			
2	70	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" - WOOD-TYPE 3 REA SPEC HUGHES BROS. BROOKS		\$48.00	\$50.59	\$59.24		\$3,350.00			
3	50	EA	285 002 02155	ARM DEAD END FIBERGLASS 4 X 6 8' MACLEAN # PY0850004-2E OR PUPI #DA4000096E287X2		\$288.48	\$247.00		\$276.00		\$12,350.00		
4	40	EA	285 002 00002	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUPI #DA4000-120 E-4-89X-2			\$308.70		\$339.00		\$12,348.00		
5	25	EA	285 002 02170	ARM FIBERGLASS 8' PUPI- FEATHERLITE #DA3000-96E3-872			\$215.00		\$259.00		\$5,375.00		
6	100	EA	285 002 02183	ARM GALV. 6' #AMI-104 6'X1-1/4" CANTILEVER BRACKET			\$30.75	\$29.47				\$2,947.00	
7	5	EA	285 009 25622	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMSPR2124-D W/GRND NUTS		\$30.10	\$313.97				\$1,540.00		
8	40	EA	285 009 25625	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMSPR32127-D		\$686.00	\$655.00		\$710.00		\$22,200.00		
9	50	EA	285 009 00015	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-36-3PH		\$615.00		\$621.74		\$30,750.00			
10	30	EA	285 009 00016	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LTD FC-37-73-2-3PH-1		\$486.00		\$491.30		\$14,580.00			
11	10	EA	285 009 00019	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LTD FC-37-73-2-3PH-2		\$486.00		\$491.30		\$4,860.00			
12	10	EA	285 009 00017	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32-1PH		\$485.24		\$494.56		\$4,892.40			
13	10	EA	285 009 00018	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LTD 1PH FC-22-36-2-1PH-1		\$413.44		\$419.93		\$4,134.40			

59	700	EA	285 073 31382	HOT LINE CLAMP COP-ALUM. MACLEAN J1530A		\$10.08	\$9.65			\$12.41		\$5,755.00	
60	400	EA	285 073 24276	DEAD END SHOE 3/0-477 ACSR SPRING LOADED STD OPENING MACLEAN #HDSO- 88 OR HUBBEL #ADEZ88N		\$11.74	\$14.20	\$13.20		\$13.46	\$4,696.00		
61	500	EA	285 073 24275	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASOD398-IN		\$7.47	\$8.42	\$6.92		\$7.89		\$3,460.00	
62	150	EA	285 073 39292	PIN POLE TOP 18" NYLON ALLOY THREADS J1368Z		\$6.81	\$7.99			\$8.38	\$1,021.50		
63	400	EA	285 073 39600	PIN SADDLE CHANCE 14322 OR MACLEAN J3322Z		\$16.16	\$15.94	\$15.55		\$17.97	\$5,064.00		
64	5	EA	285 073 39413	PIN STAND OFF 18" 2-BRACKET 61MDA118AT		\$33.21	\$35.25	\$30.84		\$39.88	\$166.05		
65	5	EA	285 073 39411	PIN STAND OFF 18" MACLEAN #61HDA318DVI		\$42.50	\$49.78	\$46.77		\$59.95	\$212.50		
66	500	EA	285 073 48350	STEEL PIN WITH NYLON ALLOY THREADS J203Z		\$3.66	\$5.28	\$4.57		\$6.20	\$1,830.00		
67	50	EA	285 073 48281	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840		\$6.41	\$5.85	\$5.65		\$8.28		\$282.50	
68	200	EA	285 073 48379	STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL5-024019-E		\$12.15	\$12.82	\$15.30		\$14.98	\$2,430.00		
69	250	EA	285 073 48383	STIRRUP 477 ACSR MCM ANDERSON #AHL5954922E		\$37.42	\$31.36	\$38.48		\$37.98		\$7,840.00	
70	100	EA	280 075 30161	GUY ATTACH FOR STRAIN INSULATOR MACLEAN #UGA664		\$7.29	\$8.08	\$7.85		\$18.55	\$729.00		
71	100	EA	280 075 00014	GUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PE-7X2		\$9.63	\$10.45	\$10.25			\$963.00		
72	400	EA	285 073 43378	SINGLE POINT RACK J1300 OR HUBBEL #0327		\$5.15	\$5.68	\$5.26		\$6.45	\$2,060.00		
73	10	EA	285 031 00016	BRACKET FIBERGLASS - SINGLE POSITION - 18" MACLEAN 61MDA118DC-B		\$37.36	\$39.95				\$373.60		

74	10	EA	285 073	CLAMP MAST J0588H6 OR C207-0075		\$11.03	\$11.39		\$12.18	\$110.30			
75	450	EA	286 005	KADDAS KE-1068GR FUSE CUTOUT COVER		\$14.72	\$15.66	\$15.48		\$6,624.00			
76	200	EA	286 005	KADDAS KE-1077A TRANSFORMER BUSHING CAP		\$11.56	\$11.70	\$11.56		\$2,312.00		\$2,312.00	
77	20	EA	286 005	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER		\$14.81	\$14.20	\$14.80		\$284.00			
78	350	EA	286 005	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP		\$3.50	\$3.40	\$3.36				\$1,176.00	
79	400	EA	286 035	TRANS. SEC. LEAD BRACKET CHANCE #9113S 1/2"X5"		\$10.35	\$12.57		\$14.09	\$4,140.00			
80	50	EA	285 078	SUPPORT BRACKET CABLE POSITIONER HUBBELL CC5820 FOR 0.75-3" CABLE		\$20.96	\$21.65		\$24.07	\$1,048.00			
81	20	EA	285 073	SUPPORT BRACKET PB-4 TB-1 J24673		\$14.15	\$16.84	\$18.81		\$283.00			
82	150	EA	285 078	SUPPORT BRACKET 3M #MB-3		\$14.25	\$11.25	\$15.02		\$2,137.50			
83	5	EA	285 078	SUPPORT BRACKET ELASTIMOLD #16-TB-2		\$9.26		\$9.26		\$46.30		\$46.30	
84	100	EA	280 075	ANCHOR SCREW IN 14" TOUGHONE CHANCE #C102-5203		\$76.60	\$83.85	\$81.30	\$71.05				\$7,105.00
85	80	EA	280 075	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1		41.39	56.00	61.54	61.85	\$3,311.20			
86	500	EA	280 075	GROUND ROD 5/8" X 8' COPPER 18338		\$12.29	\$9.38	\$14.10	\$10.89		\$4,690.00		
87	500	EA	280 075	GROUND ROD CLAMP CU 5/8"		\$1.12	\$0.94	\$0.98	\$1.35		\$470.00		
88	600	EA	280 075	GUY GRIP PREF. 3/8" GDE-1107 P.L.P.		\$2.52	\$2.31	\$2.22	\$2.79			\$1,332.00	

150	3	EA	285 031 00015	FIBERGLASS 24" BRACKET ALUMAFORM #FICA-MV-A24-S1		\$31.97	\$33.00	\$30.68	\$40.11			\$92.04	
151	20	EA	285 073 00012	INSULATOR POLYMER DEAD END "35KV, 25" HUBBELL #401035-0215			\$19.38	\$13.78	\$22.29		\$387.60		
152	5	EA	540 069 00056	POLE EXPANDING KEY ANCHOR CHANCE #P4817		\$68.45	\$68.23	\$65.12	\$63.55				\$318.25
153	10	EA	540 069 00057	POLE QUIK-SET 5/6GALLON BUCKETS RAINBOW #40590		\$31.70	\$34.00	\$41.62	\$40.25	\$317.00			
154	48	EA	540 069 00027	POLE POLY SET P5240W				\$168.72				\$8,088.56	
155	30	EA	280 080 59460	WIRE SLICK PRELUBE 2000 POLYMER #P2-128 1 GALLON		\$13.18	\$14.50	\$16.85		\$395.40			
156	120.000	FT.	280 095 59525	WIRE 1/0 15KV 220MIL EPR FULL NEUTRAL WITH RIPCORDER		\$2.26	\$2.42		\$2.91	\$270,000.00			
157	80	EA	285 002 00003	ARM ALUM. 18' SALCO #WPT-2-18-A WITH GROUNDING POINT		\$308.60		\$338.00		\$24,685.00			
158	12	EA	286 003 55010	TRANS CURRENT 100-5A BUSH MOUNT ASTRA #600		\$200.53	\$206.00		\$246.88	\$2,406.36			
159	36	EA	286 003 55023	TRANS CURRENT 200-5A BUSH MOUNT ASTRA #601NE		\$141.87	\$144.50		\$164.96	\$5,107.32			
160	12	EA	286 003 55029	TRANS CURRENT 300-5A BUSH MOUNT ASTRA #602N		\$117.96	\$119.90		\$129.88	\$1,404.72			
161	9	EA	286 003 55024	TRANS CURRENT 400-5A BUSH MOUNT ASTRA #603N		\$102.98	\$105.50		\$119.76	\$926.82			
162	12	EA	286 003 55025	TRANS CURRENT 600-5A BUSH MOUNT ASTRA #605		\$102.21	\$104.70		\$116.86	\$1,226.52			
163	6	EA	286 003 55028	TRANS CURRENT 800-5A BUSH MOUNT ASTRA #606		\$90.98	\$93.00		\$108.45	\$545.88			
164	6	EA	286 003 55030	TRANS CURRENT 1500-5A BUSH MOUNT ASTRA #609		\$112.97	\$116.00		\$132.49	\$677.82			

CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-063
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		



AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$234,500.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$234,500

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Street Material bid award #18-063**

The City of Bentonville recommends awarding the bids for street material in the total amount \$193,700. The low bidders for the various items are as follows:

Benton County Stone in the amount of \$193,700.00
Hutchenson Construction in amount of \$40,800.00

This award is for one year, January-December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. 18-063

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
7,000	TON	Our # 750 035 04017 SB2/CLASS 7 BASE Benton County Stone	\$10.90	76,300.00
8,000	TON	Our # 750 035 00005 CHAT 3/4" CLASS 67 BEDDING MATERIAL Benton County Stone	\$13.90	111,200.00
500	TON	Our # 750 035 04040 B-STONE (LARGE ROCK FOR DRAINAGE) Benton County Stone	\$12.40	6,200.00
400	TON	Our # 750 060 04018 PREMIX Hutchenson Construction	\$102.00	40,800.00
		TOTAL BID COST		\$234,500.00



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-061
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$63,516.62. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$63,517

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: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Switchgear bid award #18-061**

The City of Bentonville recommends awarding the bids for electric switchgear in the total amount \$63,516.62. The low bidders for the various items are as follows:

Techline in the amount of \$32,369.62
Stuart Irby in the amount of \$31,147.00

This award is for one year, January-December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Switchgear Formal Bid 18-061

63,516.62

[illegible]

Page 1 of 1



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-064
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$57,665.30. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$57,665

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 11, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Janitorial Supplies bid award #18-064

The City of Bentonville recommends awarding the bids for janitorial material in the total amount \$57,665.30. The low bidders for the various items are as follows:

D&G Springfield Janitor Supplies in the amount of \$57,482.30
American Paper and Twine in the amount of \$183.00

American Paper did not meet minimum specifications that we establish on several items. Plus they will not guarantee pricing for a full year.

This award is for one year, January-December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE IFB-18-064

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM			OUR	DESCRIPTION	D&G	American Paper	low bid D/G	
NO.	UOM	QTY	PART NO.					
1	EACH	1000	485 046 05364	KCC-41455 WYPALL WORKHORSE RAGS 9"X16"	\$6.49	\$66.12	\$6,490.00	
2	EACH	200	485 014 00004	BRAWNY HAND TOWEL #21500	\$9.40	\$57.96	\$1,880.00	
3	CASE	500	485 073 05211	MULTI-FOLD TOWEL CP21000 ULTRA WHITE 2 PLY	\$17.95	\$21.50	\$8,975.00	
4	CASE	50	485 073 05229	ROLL TOWEL 7.87" GP ENVISION #26401	\$17.84	\$19.20	\$892.00	
5	CASE	150	485 046 04972	CENTER PULL TOWEL 2 PLY GEN 203	\$18.45	\$20.50	\$2,767.50	
6	CASE	50	485 046 05301	TOILET TISSUE WIN-2200 (96CT/CASE)	\$81.10	\$29.00	\$4,055.00	not meet spec
7	CASE	250	485 092 05283	TOILET TISSUE MILLENNIUM GEN 29 (JUMBO 9")	\$18.45	\$19.90	\$4,612.50	
8	QUART	3000	485 024 04909	BATHROOM CLEANER NABC #7116 NON-ACID DISINFECTANT 32OZ.	\$1.39	\$1.45	\$4,170.00	
9	CASE	20	485 091 05274	STYROFOAM CUPS 8 OZ. DART 8J8	\$19.70	\$18.25	\$394.00	not meet spec
10	EA	120	485 018 24350	MISTY DEGREASER AMREP #A00365	\$6.05	\$63.60	\$726.00	
11	EA	120	485 018 00001	DEGREASER CRUNCH DEG. SLV. QUEST 825 ORGANIC	\$4.75		\$570.00	
12	EA	72	485 062 05085	FLY DRY FOG 'THE END' INSECTICIDE DYMON #45120	\$5.96	\$85.00	\$429.12	
					\$35,961.12			

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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$415,248.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$415,248

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/11/2018</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>650,428.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>650,428.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2019.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	

M E M O R A N D U M

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller electric meters**

Mueller Systems, Inc. is the single source supplier of the electric meters. The meters will be ordered on an as needed basis for 2019.

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,440	EA.	285 061 00007	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-B001	\$175.00	\$252,000.00
2	240	EA.	285 061 00008	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$367.00	\$88,080.00
3	1	EA.	285 061 36716	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$526.00	\$526.00
4	1	EA.	285 061 36715	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-SHF-3S-P	\$359.00	\$359.00
5	1	EA.	285 061 36714	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$660.00	\$660.00
6	16	EA.	285 061 36686	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$660.00	\$10,560.00
7	48	EA.	285 061 36771	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$710.00	\$34,080.00
8	28	EA.	285 061 36690	SMARTMETER H L&G 12S PLSTC ENERGY #MSE-NHF-12S-P	\$455.00	\$12,740.00
9	8	EA.	285 061 36691	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$705.00	\$5,640.00
10	1	EA.	285 061 36719	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2SE-P	\$367.00	\$367.00
11	8	EA.	285 061 36708	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$605.00	\$4,840.00

\$409,852.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters smaller than 2" per the City of Bentonville's specifications in the amount of \$235,180.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$235,180

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 12/11/2018

Requested by: Travis Matlock

Department: Inventory Control Dept.

DESCRIPTION OF REQUEST:

Type of Equipment: Inventory Materials - Electric Meters & Water Meters

Year & Model: Elec - Landis + GIR; Water - Hershey

Serial # _____

To Be Purchased From: Mueller Systems LLC

10210 Statesville Blvd

Cleveland, NC 27013

Amount: Base Amount: \$ 650,428.00

Tax: _____

*Other: _____

TOTAL

\$ 650,428.00

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2019.

Department Head

Director of Finance & Administration

Revised 6-18-99

M E M O R A N D U M

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller Water Meters**

Mueller is the single source supplier of water meters smaller than 2".
The meters will be ordered on an as needed basis for 2019.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

MUELLER WATER METERS 2019

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	800	EA.	670 095 29488	METER 5/8 X 3/4 420C, PB, SSR, 5' NODE VOGA436	\$211.50	\$169,200.00
2	200	EA.	670 095 00018	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB236	\$221.00	\$44,200.00
3	20	EA.	670 095 29477	METER 1" 452, IB, SSR, 5' NODE VOKS136	\$319.00	\$6,380.00
4	200	EA.	670 095 29481	MOUNTING KIT MI.NET TTL MS-TTLM 8/PKG V3	\$8.00	\$1,600.00
5	100	EA.	670 095 00019	NODE ONLY 3' WIRE MSW-NODE3-05	\$138.00	\$13,800.00
						\$235,180.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main (formerly HD Water Products) for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$159,189.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$159,189

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/11/2018</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Core and Main</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	\$	<u>159,189.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>159,189.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from Core and Main and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2019.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Sensus Water Meters**

Sensus with Core and Main (formally HD Water Products) will be the single source supplier of 2" and larger water meters. The meters will be ordered on an as needed basis for 2019.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2019

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	85	EA	670 095 29455	2" T2 OMNI METER T21G1BA	\$857.35	\$72,874.75
2	1	EA	670 095 29457	3" T2 OMNI METER T31G1BA	\$1,067.50	\$1,067.50
3	2	EA	670 095 29471	4" T2 OMNI METER T41G1AA	\$2,078.20	\$4,156.40
4	1	EA	670 095 29470	6" T2 OMNI METER T61G1AA	\$3,741.42	\$3,741.42
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,349.45	\$6,349.45
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,278.50	\$8,278.50
7	2	EA	670 095 00015	2" T2 DROP ASSEMBLY T29G1BA	\$690.00	\$1,380.00
8	1	EA	670 095 00016	3" T2 DROP ASSEMBLY T39G1BA	\$799.00	\$799.00
9	1	EA	670 095 00017	4" T2 DROP ASSEMBLY T49G1AA	\$799.20	\$799.20
10	1	EA	670 095 29467	6" T2 DROP ASSEMBLY T69G1AA	\$1,514.30	\$1,514.30
11	1	EA		8" T2 DROP ASSEMBLY T89G1AA	\$1,959.20	\$1,959.20
12	1	EA		10" T2 DROP ASSEMBLY TA9G1AA	\$1,959.20	\$1,959.20
						\$104,878.92

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM CORE AND MAIN AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from Core and Main in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized approved lighting. Prices to remain the same January through December, 2019 for the amount of \$662,130.00.

COST TO CITY:

Cost of this Request: \$662,130

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date 12/11/2018

Requested by: Travis Matlock

Department: Inventory Control Dept.

DESCRIPTION OF REQUEST:

Type of Equipment: Holophane Ornamental Lighting

Year & Model: _____

Serial # _____

To Be Purchased From: Holophane Ornamental Lighting

1 Lithonia Way

Conyears, GA 30012

Amount: Base Amount: \$ 662,130.00

Tax: _____

*Other: _____

TOTAL **\$ 662,130.00**

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistant look throughout the City of Bentonville on all projects to be finalized in 2019.

Department Head

Director of Finance & Administration

Revised 6-18-99

M E M O R A N D U M

DATE: December 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting - Holophane**

The City of Bentonville recommends waiver the bid for decorative lighting in the total amount of \$662,130.00 City of Bentonville's standardized approved lighting.

Holophane Ornamental Lighting in the amount of \$662,130.00

This waiver is for one year, January-December 2019. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the corner's request.							
ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
1	100	BEN-540-069-00011	WDA12F5J17P07LABBK	POLES	Wadsworth 12" 5" Fluted, Cast Aluminum, Black	\$ 769.00	\$ 76,900.00
2	15	BEN-540-069-00012	NYA12F5J17P07LAB		North Yorkshire, 12" 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 961.00	\$ 14,415.00
3	15	BEN-540-069-00013	CHA12F5J16P07LABBK		Charleston Series Pole, 12" Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,189.00	\$ 17,835.00
4	10	BEN-540-069-00077	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"x3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,199.00	\$ 11,990.00
5	5	BEN-540-069-00029	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"x3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 1,189.00	\$ 5,945.00
6	5	BEN-540-069-00030	WDA08L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 8" TALL, 3"x3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,088.00	\$ 5,440.00
7	5	BEN-540-069-00033	CHA12L4E12P01LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"x3" TENON, 12" DIAMETER BASE, FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,222.00	\$ 6,110.00
8	5	BEN-540-069-00040	CHA12L4E12P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"x3" TENON, 12" DIAMETER CHARLESTON BASE, FINISHED HOLOPHANE BLACK	\$ 1,337.00	\$ 6,685.00
9	10	BEN-540-069-00043	FTA30E1P9-BK-R		FLUTED TAPERED ALUMINUM 10" X, 250" X 30" MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 3,033.00	\$ 30,330.00
10	5	BEN-540-069-00078	FTA30E1P9-BK		FLUTED TAPERED ALUMINUM 10" X, 250" X 30" MOUNTING HEIGHT, BLACK	\$ 3,033.00	\$ 15,165.00
11	5	BEN-540-069-00048	WDA12F5J17P11LABBK		WADSWORTH CAST ALUMINUM POLE, 12" TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"x12" TENON, 17" DIAMETER, BASE, FINISHED HOLOPHANE BLACK, TYPICALLY USED WITH HALLBROOK	\$ 1,034.00	\$ 5,170.00
12	5	BEN-540-069-00049	RTS3068P2NDGR		30FT, 6.6 x 2.4 x 11 Gauge Wall, Tenon 2.380 D, X 4-inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts	\$ 1,399.00	\$ 6,995.00
13	5	BEN-540-069-00079	CLS22TB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22" TALL, ROUND TAPERED FLUTED SHAFT WITH A 3"x3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 2,706.00	\$ 13,530.00
14	60	BEN-540-069-00016	CLS22TB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22" TALL, ROUND TAPERED FLUTED SHAFT WITH A 3"x3" TENON, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK, LESS ANCHOR BOLTS	\$ 2,706.00	\$ 162,360.00

11/30/2018

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ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
15	5	BEN-540-069-00062	C26CSBU055A		COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE, 26" DIAMETER, FINISHED HOLOPHANE BLACK, DESIGNED TO FIT AROUND POLE #FTAXDE1F1U931C	\$ 1,968.00	\$ 9,840.00
List all fixtures in this section - 10 items							
16	100	BEN-285-056-00020	GVU100HPMAB7NHP		Utility Granville (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 120V only, UL Only, Black, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 408.00	\$ 40,800.00
17	100	BEN-285-056-00075	GVU7N		GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 340.00	\$ 34,000.00
18	5	BEN-285-056-00095	GV02 P40 40K AS M BK 8 N N U H PCLL		Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Life Option with AS (120-277 V only)	\$ 731.00	\$ 3,655.00
19	5	BEN-285-056-00096	GVUEORIGRETRO2 P40 40K AS BK 8 H PCLL		Granville LED Retrofit 2, LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Black, Symmetric Lunar Optic Type V, NEMA Twistlock Photocontrol Receptacle, Exten	\$ 334.00	\$ 1,670.00
20	5	BEN-285-056-00047	GS100HPMC2BS1NHP		Hallbrook(R) GlasWorks II (GS): GS, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only, UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 1,104.00	\$ 5,520.00
21	10	BEN-285-056-00021	GVU100HPMAB7RSQHP		Utility Granville (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base Multivolt 120, 208, 240 & 277V, Factory wired for 120V only, UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands Painted Cast Aluminum Standard Gold NEMA twistlock photocontrol receptacle, Protected Starter	\$ 967.00	\$ 9,670.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

11/30/2018

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ITEM #	QTY	BEUD Inventory Number	Holograph Part Number	Item Category	Item Description	Unit \$	Ext \$
					Syracuse with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W/High Pressure Sodium, Mogul Base, Multivolt 120/208/240 & 277V, Factory wired for 120V only, UL Only, Black, Lunar Optics Asymmetric, IES, Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Final, Black, NEMA twistlock photocontrol receptacle	\$ 1,003.00	\$ 10,030.00
22	10	BEN-285-056-00022	GVU 100HP MA B 7 S B H P		Utility Arlington (ARU): ARU 100W High Pressure Sodium, Mogul Base, Multivolt 120/208/240 & 277V, Factory wired for 120V only, UL Only, Black, Asymmetric Glass Refractor, Spike Final, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 851.00	\$ 8,510.00
23	10	BEN-285-056-00023	ARU100HPMABG3SHP		TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 397.00	\$ 3,970.00
24	10	BEN-285-056-00035	TUB4SS		MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W/HPS, MULTI-TAP WIRE TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 718.00	\$ 7,180.00
25	10	BEN-285-056-00061	TUR250HPMAB4PSR		MEMPHIS TEAR DROP LED 2 SERIES (MPL2): DOOR REPLACEMENT	\$ 284.00	\$ 2,840.00
26	10	BEN-285-056-00092	MPL2BK7G3SS		MEMPHIS TEAR DROP LED 2 SERIES (MPL2): LUMINAIRE REPLACEMENT	\$ 1137.00	\$ 11,370.00
27	10	BEN-285-056-00093	MPL2P40S40KASBK3P7PCLL		MEMPHIS LARGE TEAR DROP RETROFIT LED (LTDR2) 16,000 LUMENS, 5 COBs, 4000K CCT, Tear Drop Retrofit Door, Type 3 Auto-Sensing Voltage (120-277) 50/60 HZ, Asymmetric Distribution, Black, 7" Pin Photocontrol Receptacle, Extended Life with AS (120-277V Only)	\$ 602.00	\$ 6,020.00
28	10	BEN-285-056-00097	LTDR2 P40S 40K AS TDRO 3 BK P7 PCLL		Washington Profile Enhanced (WE): WE, 250W High Pressure Sodium Mogul Base, Multivolt 120/208/240/277V, Factory wired for 120V only, UL, Black, Asymmetric, Type III Distribution, Protected Starter, NEMA Twistlock Photocontrol Receptacle, Extended Life	\$ 1,334.00	\$ 13,340.00
29	50	BEN-285-056-00025	WE250HPMAB6B8HPS		Washington Profile LED Performance Package 50, 4000 series CCT, Auto-Sensing Voltage (120-277V), Black, Type 6 Asymmetric Lunar Optics, Black, Spike Final, Band and Ribs, NEMA Twistlock Photocontrol Receptacle, Extended Life Option with AS 120-277V only	\$ 1,659.00	\$ 16,590.00
30	10	BEN-285-056-00094	WSE2P5040KASBK6B8HPCCL				

Note: all parts shall have BEUD inventory number and Holograph part number per the customer's request.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
31	10	BEN-285-055-00038	WSERETRO2 P50 400 AS BK 3 R H PCLL	REPLACEMENT PARTS	Washington Postlife LED Retrofit, LED Performance Package 50, 4000 series CCT, Auto-Sensing Voltage (120-277V), Black, Asymmetric Type III, Band and Ribs (Trims 5, 6 or 9), NEMA Twistlock Photocontrolled Receptacle, Extended Life Option with AS 120-277V only	\$ 378.00	\$ 3,780.00
List all replacement parts in this section (lamps, ballasts, slip fittings, etc) - 11 Items							
32	5	BEN-285-055-00067	HHSL150M120SF	ARMS	H910 SERIES REPLACEMENT BALLAST, 150W, MH, 120V, SINGLE FUSING		
List all arms in this section - 6 Items							
33	10	BEN-540-065-00014	CSC30CABKH		Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180) CA Black	\$ 585.00	\$ 5,850.00
34	10	BEN-540-065-00015	C30CABKH		Cleveland Series Crossarm (C) : C30 (Two at 180) CA Black	\$ 690.00	\$ 6,900.00
35	10	BEN-540-065-00042	WLC1442CABKH	ARM	WLC1442CABKH WLC Series Aluminum Roadway Arm, 144" Roadway Arm For 2 Units at 180 Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
36	10	BEN-540-065-00063	WLC721CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm 72" Roadway One Way Arm Cast Aluminum Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 11,060.00
List all special parts in this section (billboards, banner arms, plant holders, flag holders, receptacles, etc) - 13 Items							
37	5	BEN-285-055-00045	H1024270SMAFTBKLPIGFC	n/a	H102 : H102 Flat Top Round Lowered Bollard, 42in height, 70 Watt High Pressure Sodium Mullip factory wired for 120 volt, Forward Throw, 180 degrees, Black, Coated Lamp Included, Receptacle		
38	5	BEN-540-065-00032	SLFPH100SL401		ITEM IS A FLAG POLE HOLDER TO ADAPT A 1.07 DIAMETER FLAG TO THE SL46 POLE. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. FINISH HOLOPHANE BLACK.	\$ 140.00	\$ 700.00
39	5	BEN-540-065-00047	SLOSPA-CABKH		SITELINK "OS" SERIES PLANTER ARM, MODIFIED TO MOUNT ON AN "SL4" SERIES SHAFT. TRAC NUT KITS INCLUDED.	\$ 399.00	\$ 1,995.00
40	5	BEN-540-065-00031	TNUT3/8-12SL45D1		FINISHED STANDARD HOLOPHANE BLACK ITEM IS A 3/8" X 1.25" TRAC NUT KIT FOR THE SL46 POLE WITH TRAC NUT, LOCKWASHER AND BOLT. FINISH HOLOPHANE BLACK.	\$ 20.00	\$ 100.00
SUMMARY							
					Total Holophane Blanket	\$ 662,130.00	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane Ornamental Lighting as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

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:

December 11, 2018

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests approval of a resolution authorizing the Mayor and City Clerk to enter into an offer and acceptance agreement with 2M Investments, LLC for purchase of property for the relocation of the Public Works Maintenance facilities for \$500,000.00. The property is located on Lot 13 of Airport Center Subdivision, more particularly at 403 SW 24th Street, Bentonville, Arkansas. The 2019 budget recently approved includes \$2,000,000.00 for this project.

COST TO CITY:

Cost of this Request: \$500,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: December 11, 2018

Re: Property Purchase, Public Works Maintenance Facility

Staff requests approval of a resolution authorizing the Mayor and City Clerk to enter into an offer and acceptance agreement with 2M Investments, LLC for purchase of property for the relocation of the Public Works Maintenance facilities for \$500,000.00. The property is located on Lot 13 of Airport Center Subdivision, more particularly at 403 SW 24th Street, Bentonville, Arkansas. Lot 13 referenced above is 3.75 acres and is vacant with the exception of a communication tower located in the southeastern portion of the lot. The lot is located within a developed, platted subdivision with utilities available. The lot will be split to separate the existing tower from the vacant portion of the lot. The proposed split will result in two lots with the tower lot being approximately 0.50 acre and the vacant lot to be purchased by the City being approximately 3.25 acres. Closing will occur after the lot split has been completed and recorded. Seller and buyer are splitting closing and other incidental costs associated with purchase. The 2019 budget recently approved includes \$2,000,000.00 for this project.

As you well know, the Parks Maintenance and Public Works Maintenance Departments share the facility at 401 NE Moberly Lane. With the growth of the City, its amenities and services, the two departments have far exceeded the capacity of their current facility. Since the current facility is located at Memorial Park, it makes sense to relocate the Public Works Maintenance Department. This has been a need for some time as equipment and personnel for both departments are currently scattered at other facilities throughout the City. This project will allow both departments to operate more efficiently and better manage their equipment and personnel while allowing for growth.

I appreciate your consideration of this request

OFFER AND ACCEPTANCE

PARTIES: 2M Investments, LLC as "Seller", and the City of Bentonville, Arkansas, as "Buyer", hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION

- a) Legal description of real estate ("Property") located in Benton County, Arkansas:

Lot 13, Airport Center Subdivision, Parcel Number 01-09420-001, Bentonville, Benton County, Arkansas, as more particularly described in the attached Exhibit "A".

Buyer to purchase approximately 3.25 acre portion of existing Lot 13 described as follows: Property shall be split to separate the existing communication tower and associated lease, appurtenances and access located in the eastern part of Lot 13 from the vacant, undeveloped portion of the property in accordance with the current City of Bentonville Planning Regulations. The proposed lot split is approximately shown on attached Exhibit "A" and yields a lot with the tower of approximately one half (1/2) acre and a vacant lot of approximately 3.25 acres. Final dimensions shall be jointly agreed upon between Buyer and Seller during the execution of the lot split. Buyer proposes to purchase the approximately 3.25 acre lot created from the lot split. Seller is responsible for preparing the lot split including all necessary City approvals.

- b) Street address, if any, of the Property being conveyed is:

403 SW 24th Street is the address for the communication tower located on the site. Remaining site is vacant with no assigned address.

- c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way.

2. PURCHASE PRICE \$ 500,000.00 cash on closing

3. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS

Buyer shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyer (the "**Title Commitment**"). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyer an owner's title insurance policy in the amount of the Purchase Price (the "**Title Policy**"). The Title Commitment and the Owner's Title Policy shall be subject only to liens, encumbrances,

exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyer has objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyer shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyer deems unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided, however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyer and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

Seller will deliver to Buyer a copy of the recorded lot split described in Section 1 above and any survey of the Property in Seller's possession. Buyer shall have the right to obtain a new or recertified survey of the Property (the "**Survey**") at Buyer's cost. Subject to approval of the Survey by Buyer, the legal description of the Property contained in the Survey will be the description of the Property used in the Deed.

4. BUYER'S REQUIREMENTS

Buyer shall undertake to remove the conditions to closing contained in this Contract including, but not limited to, those requirements set out in Exhibit B; provided, however, Buyer has the right to terminate this Contract for any reason or no reason so long as the right of termination is exercised in a timely manner. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed, satisfied, or met or if Buyer determines that the Property is not satisfactory for Buyer's contemplated real estate development on the Property (the "**Project**"), Buyer may terminate this Contract. In all cases, Buyer's sole opinion and judgment shall determine whether Buyer's requirements have been satisfied or met. In the event Buyer does not notify Seller in the manner set forth in paragraph 12(a) of the failure of a condition or Buyer's decision to terminate within ninety (90) days of the Council Approval Date (the "**Buyer's Inspection Period**" or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied.

5. ENVIRONMENTAL WARRANTIES

Seller represents and warrants that to its actual knowledge, information, and belief, no unlawful toxic substances, hazardous substances, or hazardous waste materials regulated under any applicable Federal, State, or local laws have been produced, used, stored, or disposed upon the Property in violation of applicable laws and regulations or that the Property

contains or encompasses any wetlands as that term is defined under the Clean Water Act. Seller shall provide Buyer within the timeframe set forth in Paragraph 7 with copies of all environmental assessments, reports, or studies prepared for Seller's use or benefit. In addition, Buyer has permission to commission its own Phase I Environmental Site Assessment (the "**ESA**") of the Property, the scope of which will be determined by Buyer. If the ESA indicates that the Property presents matters that require remediation, Buyer shall notify Seller under the terms and conditions in Paragraph 6.

6. OPTION TO MITIGATE

If the ESA indicates that the Property presents any matters that require remediation, Buyer shall first advise Seller in writing ("**Buyer's Notice**") of those items identified in the ESA of which Buyer requires remediation, and allow Seller its Option to Mitigate hereunder prior to Buyer being able to exercise any right to terminate this Contract. Within ten (10) days of receipt of Buyer's Notice, Seller shall advise Buyer in writing ("**Seller's Response**") whether or not it shall remedy some or all of the items specified in Buyer's Notice. Seller shall have up to one hundred twenty (120) days to remedy those items, if it so chooses, at its sole cost and expense, during which time this Contract shall remain in effect. At the end of the earlier of one hundred twenty (120) days or upon Seller's written notification to Buyer that it has completed the remediation, Buyer shall have twenty (20) days to either satisfy itself that the items in Buyer's Notice have been remedied or to advise Seller that it is terminating this Contract. If Seller's Response advises Buyer that it will not correct some or all of the items specified in Buyer's Notice then Buyer, within ten (10) days after receipt of Seller's Response, shall advise Seller in writing that it shall (i) accept such items "AS IS" and/or correct them itself after the Closing, all without reduction in the Purchase Price, or (ii) elect to terminate this Contract.

7. SELLER DOCUMENTS

Seller agrees to deliver to Buyer within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, leases, development plans, construction plans, if any; any market studies; and environmental reports, studies or assessments relating to the Property (collectively, the "**Seller Documents**"). Buyer shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

8. SELLER'S REPRESENTATION AND WARRANTIES

Seller represents and warrants as to following matters:

- a) there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property; and
- b) the Property is not located within any wetlands area as determined under the Clean Water Act and applicable FEMA maps and there is no application currently pending regarding the same.

9. RISK OF LOSS

All risk of loss to the Property shall remain with Seller prior to Closing. If any improvements on the Property are damaged prior to Closing and Seller is either unable or unwilling to restore the Property to the condition it was as of the Effective Date, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

10. REPAIR AND MAINTENANCE

Between the Effective Date and the date of Closing, Seller shall maintain the Property in substantially the same condition the Property was in on the Effective Date. Further, Seller agrees not to enter into, extend, or renew beyond closing any agreement covering any portion of the Property (or real property contiguous to the Property) or which might change the status, condition, or commercial marketability of the Property without the prior written approval of Buyer.

11. PROVISIONS WITH RESPECT TO CLOSING

- a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller within 30 days of the lot split being filed with the Benton County Records office, or at such earlier date as agreed mutually, unless extended by other provisions hereof.
- b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyer a Warranty Deed conveying the Property to Buyer subject to:
 - (i) taxes and assessments for year of closing and subsequent years;
 - (ii) restrictions, leases, easements and zoning ordinances of record, if any;
 - (iii) public utility easements of record, if any.
- c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section 11 b) above, Buyer shall deliver to Seller a cashier's check or other immediate local funds in the amount set forth in Section 2 of this Agreement.
- d) Closing Costs. Buyer and Seller shall equally share all costs and expenses in connection with the Closing, including the following:
 - (i) Documentary stamps which are required to be affixed to the Warranty Deed;
 - (ii) The intangible tax required by law on the mortgage.

- (iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
 - (iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
 - (v) Survey work.
- d) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

12. OTHER CONTRACTUAL PROVISIONS

- a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.
- b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.
- c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.
- e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.
- f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

- h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- j) Section 1031 Exchange. Upon request by Seller, Buyer shall cooperate with Seller in order to effectuate the goal of Seller to have this transaction qualify for a tax deferred treatment under Section 1031 of the Internal Revenue Code of 1986, as amended, provided that Buyer is put to no additional expense, in this regard, and that the closing is not materially delayed. Formal provisions detailing the exchange shall be entered into by the parties and made a part of the final contract of exchange, no later than as such time as Buyer shall acknowledge satisfaction of the contingencies to its obligation to close this transaction.
- k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before December 31, 2018, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.
- l) City Council Approval. This offer is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council including funding to purchase this property.

13. ADDRESSES FOR NOTIFICATIONS

City of Bentonville
ATTN: Camille Thompson
117 West Central Avenue
Bentonville, AR 72712

2M Investments, LLC
ATTN: Michael Smith
520 N College Avenue
Fayetteville, Arkansas 72701-3401

Remainder of page intentionally left blank

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

Witnesses:

"Buyer" (The City of Bentonville, Arkansas) by:

Bob McCaslin, Mayor

Attest:

Date: _____

Linda Spence, City Clerk

"Seller" (2M Investments, LLC) by:

Michael Smith

Date: _____

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Michael Smith, to me well known, who acknowledged himself to be the _____ of 2M Investments, LLC, the Seller in the above and foregoing Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

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

Notary Public

My Commission Expires:

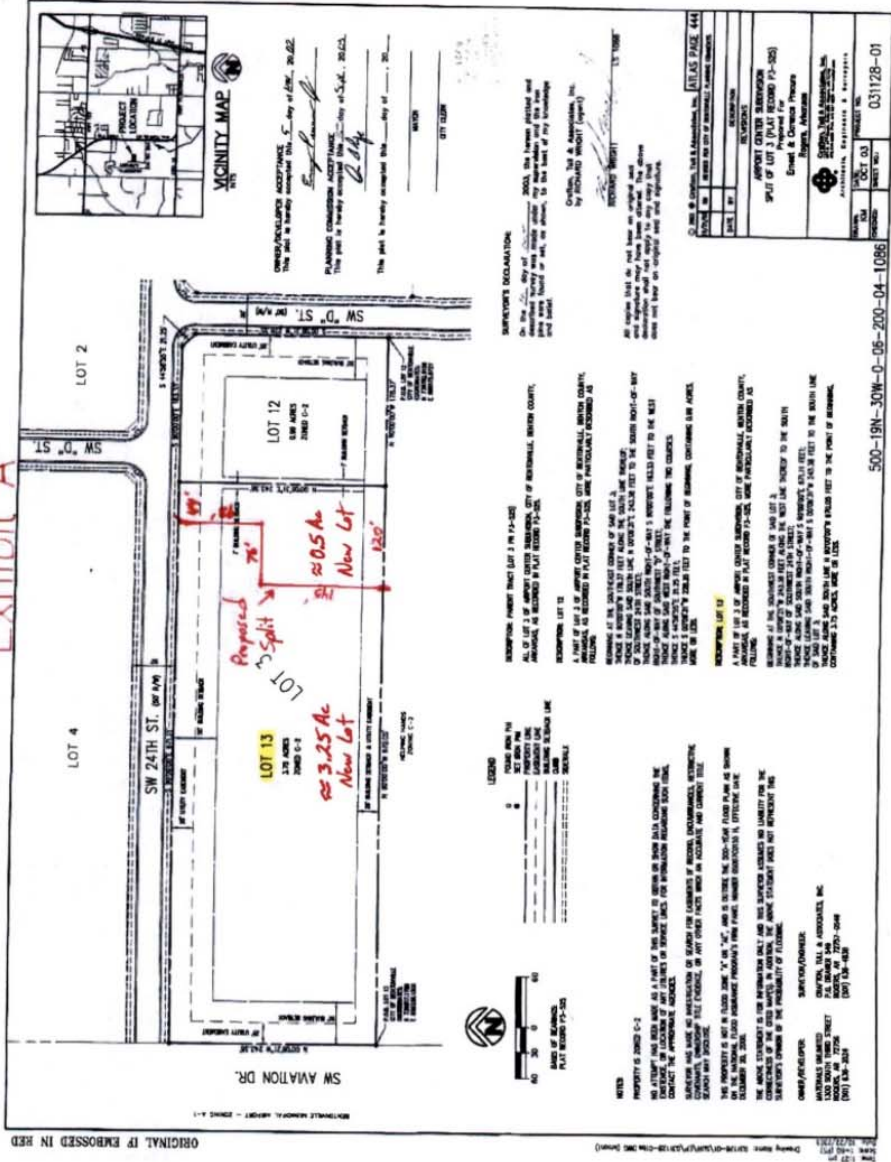
EXHIBIT B
Buyer's Inspection Period

The transaction contemplated herein is conditioned upon Buyer determining, at its sole cost, the items set forth herein within Buyer's Inspection Period, except as otherwise provided or extended. Any item not objected to in writing within Buyer's Inspection Period or the extension thereto, or the period provided for herein, shall be deemed satisfied. In the event Buyer terminates this Contract because of the failure of any condition herein, subject to Seller's Option to Mitigate, Buyer and Seller shall be released, as to one another, of all further obligations and liabilities under this Contract.

1. Buyer's determination that it can obtain all necessary governmental approvals for its intended use of the Property including satisfaction of Buyer's density requirements for the Project.
2. Buyer's determination that the Property has full, free, and adequate ingress and egress from public highways and roads. Seller hereby warrants that it has no knowledge of any fact or condition, which would result in the termination of any existing access.
3. Buyer's reasonable determination that all utilities necessary for Buyer's intended use are available to the Property or will be constructed and extended to a boundary line of the Property prior to the expiration of Buyer's Inspection Period.
4. Buyer's determination that it will be able to obtain funding approval from the City Council.
5. Buyer's determination, through the use of engineering, environmental and related tests, percolation tests, geotechnical studies and soil boring, (the "**Site Investigation**") that the Property is satisfactory for Buyer's use and that no portion of the Property lies within any wetlands area or within a floodway or flood zone. Seller hereby grants to Buyer the right to enter the Property for the purpose of conducting, to the extent possible, the Site Investigation. Seller shall provide Buyer with copies of any environmental reports or studies for the Property in Buyer's possession. Upon Seller's request, Buyer shall provide Seller immediately with a copy of any reports or studies, which Buyer has performed on or about the Property pursuant to this Exhibit.
6. Buyer may, but is not required to, engage the services of an engineer or other third party to inspect the Property. In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer agrees that it is purchasing the Property from Seller "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR USE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN. Upon Seller's request, Buyer will promptly provide Seller with a copy of any and all reports or studies which Buyer has performed on or about the Property under this Subparagraph.
7. Buyer's review of the Title Commitment and any ALTA Survey of the Property whether prepared by Seller or Buyer. Notwithstanding the foregoing, Seller shall furnish Buyer with copies of any surveys of the Property in its possession. If a survey shows an encroachment, overlap, gore or other objectionable condition, (collectively, the "**defect(s)**"), Buyer shall notify Seller in writing specifying the defect(s). Seller shall have thirty (30) days from receipt of notice within which to remove or cure the defect(s). If Seller is unsuccessful in curing such

defect(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the Property as the survey then shows, or (iii) rescinding this Contract.

Exhibit "A"



500-19N-30W-0-06-200-04-1086

031128-01

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN OFFER AND
ACCEPTANCE AGREEMENT FOR THE PURCHASE
OF REAL PROPERTY FROM 2M INVESTMENTS,
LLC FOR THE PURPOSE OF RELOCATING THE
PUBLIC WORKS MAINTENANCE FACILITIES

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter
into an Offer and Acceptance Agreement for the Purchase of Real Property from 2M
Investments, LLC for the purpose of relocating the Public Works Maintenance Facilities
as set forth in the Real Estate Contract attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-051
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation recommends City Council to award bid No. 18-051, in the amount of \$19,990, to Greenlayer for participant hoodies for the Run Bentonville Half Marathon.

COST TO CITY:

Cost of this Request: \$19,990

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: City Council Bid Award 18-051 from Greenlayer for the Run Bentonville Half Marathon Hoodies.

Parks and Recreation is seeking City Council's approval in awarding bid No. 18-051 to Greenlayer for \$19,990 for the Run Bentonville Half Marathon hoodies.

One of the encouragement items participants receive upon completion of the Bentonville Half Marathon event is a "Finisher Hoodie". We began offering this in 2015 as an added value to all runners who successfully complete the race. Based on participant feedback, this is something our participants look forward to receiving each year.

With the continued growth of this event, Parks and Recreation figures to be at an amount that may exceed amount that determines if the shirts should be formally bid. In an effort to be as respectable as possible to our participants and out taxpayers, we formally bid the item. Greenlayer is the low bidder for the overall price of the hoodies (please see attachment). Although the total prices of the hoodies do not exceed the \$20,000 threshold, any reorder will certainly place us over the limit. Because of that, and the fact that the shirts will be purchased as the submitted unit pricing, we feel it is important to seek City Council approval at this time.

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

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

Attachments:

Run Bentonville Half Marathon Hoodie Bid Tabulation

IFB-18-051
1/2 Marathon Finisher Hoodies
Bid Opening: October 16, 2018 at 2:30 P.M.
Bid Tabulation

Finisher Hoodies					
Company Name	Bid Amount	Delivery Date	As Specified	Sample Provided	Notes
Dioz Group/Alanic International	\$22,750.00	3/8/2019	x	Yes - Black	
GreenLayer	\$19,990.00	3/8/2019	x	Yes - Red	



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	18-050
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation recommends City Council to award bid No. 18-050 to Jet Custom Screen Printing for participant shirts for the Run Bentonville Half Marathon.

COST TO CITY:

Cost of this Request: \$21,910

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2019
Re: City Council Bid Award 18-050 from Jet Custom Screen Printing for the Run Bentonville Half Marathon shirts.

Parks and Recreation is seeking City Council's approval in awarding bid No. 18-050 to Jet Custom Screen Printing for the amount of \$21,910.48 for the Run Bentonville Half Marathon shirts.

The 2019 event will occur on March 30, on the Downtown Bentonville Square. The program has grown in participation every year with more with almost 3,000 runners participating in 2018. Each participant who registers and pays a registration fee for the half marathon, receives a participant shirt.

With the continued growth of this event, Parks and Recreation figures to be at an amount that may exceed amount that determines if the shirts should be formally bid. In an effort to be as respectable as possible to our participants and out taxpayers, we formally bid the item. Jet Custom Screen Printing is the low bidder for the overall price of the shirts (please see attachment).

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

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

Attachments:

Run Bentonville Half Marathon Shirt Bid Tabulation

IFB-18-050
1/2 Marathon T-Shirts
Bid Opening: October 16, 2018 at 2:00 P.M.
Bid Tabulation

Company Name	Total Bid Amount	Delivery Date	As Specified	Notes
Big Frog Custom T-Shirts and More of NWA	\$24,164.57	3/8/2018	x	
Jet Custom Screenprinting	\$21,910.48	3/7/2018	x	



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor McCaslin's recommendation to reappoint Mike Power and Steven George (Terms expire 12/31/21) and appoint Justin Hundley (Term expires 12/31/21) and Dan Grover (Term expires 12/31/20) to the Parks and Recreation Advisory Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 30, 2018
Re: City Council approval of Mayor McCaslin's recommendation to reappoint Mike Power and Steven George, and appoint Justin Hundley and Dan Grover to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of two new members, as well as the reappointment of two current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In October, Staff began advertising openings for this board. During the six week advertising period, a total of 16 residents applied for the vacant positions. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for appointments. Mike Power and Steven George were selected to return to the board and serve their second terms. Justin Hundley and Dan Grover will replace Tom Butrynski and Shara McMurtrey. Mr. Hundley's term will expire December 2021. He comes to the board as a lifelong resident of Bentonville with experience in our parks system as a participant and volunteer in multiple programs. Mr. Grover's term will expire December 2020. He is a 12 year resident of Bentonville with experience as a tennis player and volunteer coach in multiple youths sports programs. Both new members should prove to be a valuable asset to our department as we move forward.

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

Attachments:
New Member Applications



December 6, 2018

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Reappointment of Mike Power & Steven George to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Mike Power & Steven George for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Power and Mr. George's terms will expire on December 31, 2021.

A handwritten signature in black ink, appearing to read 'BMc', is written above the printed name.

Bob McCaslin



December 3rd, 2018

David Wright
Parks and Recreation Board Director
215 SW A St
Bentonville, AR 72712

RE: Parks and Recreation Board Election

David,

Thanks for reaching out. I wish to continue my service on the Park and Recreation Board. I enjoyed my first term and hope to serve another term if Mayor McCaslin and the City Council votes to approve me.

Sincerely,



Mike Power

Chief Operating Officer, Benton County



David Wright

From: Steven George [REDACTED]
Sent: Friday, November 30, 2018 9:23 PM
To: David Wright
Cc: Tracy Acosta
Subject: 2019 Parks and Rec Board Position

David,

This is to notify you that I would like to be considered for the PRAB board position for 2019. I've enjoyed serving and would consider it an honor to serve again.

Sincerely,
Steven George

Sent from Yahoo Mail for iPhone



December 6, 2018

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Justin Hundley to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Justin Hundley for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Hundley's term will expire on December 31, 2021.

A handwritten signature in black ink, appearing to read 'BMc', is written above the printed name.

Bob McCaslin

RECEIVED OCT 18 2018



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name [Redacted]
If married, spouse [Redacted]
Home Address [Redacted]
City Bentonville Zip Code 72712
Home/Cell Phone [Redacted]
Business Phone [Redacted]
Email Address [Redacted]
Occupation Category Advisor
Employer Seosche Industries
Length of Residency in Bentonville 38 yrs

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Craig Gilbert
Phone [Redacted]
Email [Redacted]
Name Tom McCoy
Phone [Redacted]
Email [Redacted]

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

- | | |
|---|--|
| ☒ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☒ Parks & Recreation Advisory Board (1st Choice) |
| ☐ Bentonville Housing Authority | ☒ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

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

Bentonville High Grad - 1993 University of Arkansas grad - 1997 (Retail Mktg)
I have excelled working on a large team while at Walmart as well as a much smaller team at Seosche Industries. I consider myself to be a team player and even Keelred. While on this board/commission, I plan to express my opinions while respecting the voice and opinions of others. I have utilized our parks all my life and want to make sure we continue to meet the needs of our growing population.

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

Basically... I care about this wonderful city. I am at a point in my life where I would like to give back. The growth here has been phenomenal and is not stopping any time soon. Minorities make up a good portion of this growth. Bentonville parks must continue to evolve & diversify to stay relevant. Thank you for your consideration.

RETURN THIS APPLICATION TO: Submit by Email (button below) 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.

Submit by Email



December 6, 2018

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Dan Grover to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Dan Grover for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mr. Grover's term will expire on December 31, 2020.

A handwritten signature in black ink, appearing to read 'Bob McCaslin' or a similar name, written in a cursive style.

Bob McCaslin

Received 10-08-18



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

--16 years as business professional, 11 years with Kraft Foods, 5 years to date with Coca-Cola
--Currently Group Director of Category Strategy for Coca-Cola serving Walmart and Sam's Club and leading a team of Directors and Sr. Managers
--MBA with Marketing emphasis from Regis University
--12-year Bentonville resident
--Coached multiple youth sports with Bentonville City and other groups like Boys and Girls Club and Upward for the last 10 years
--Lead www.onemanbookclub.com, a service to promote literacy among youth and adults by helping discerning adults and young readers find books they will like to read without being surprised by inappropriate content in the books they choose
--4th year as teacher of early morning class on religious studies for teenagers who attend Bentonville High School
--Father of six busy kids who attend Bentonville schools, use Bentonville Parks and Rec facilities, and participate in Bentonville Parks and Rec programs

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

I would like to have to serve on the Parks and Rec Advisory Board for the following reasons:
1) I am a committed Bentonville resident and want to do my part to ensure the Bentonville of the future is the Bentonville I want to be a part of and raise my children in
2) As a father of six kids who rely on Bentonville Parks and Rec facilities and programs, I want to do my part to ensure they and the other families and children of Bentonville continue to have their needs met through Parks and Rec facilities and programs
3) I have experienced the good and bad parts of Bentonville Parks and Rec in my 12 years as a resident and a participant, and I am happy to share my knowledge and experience to help guide future growth and development of Bentonville Parks and Rec.

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 # x
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$44,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/16/2018</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Chlorine for Aquatic Facilities</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Walden Chemical/Blue Water Pool</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>44,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>44,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation's aquatic facilities use an Accutab chlorination system. This system is used because of the cleanliness of the chlorine and the water quality it produces. The type of chlorine used in Accutab system is PPG Chlorine Tablets. Walden Chemical / Blue Water Pools is only distributor of PPG Chlorine in Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2018
Re: City Council approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, Fountains at Lawrence Plaza, the Downtown Square, and the Bentonville Community Center.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, the Community Center Pools, and the Fountains at Lawrence Plaza and the Downtown Square. PPG Chlorine tablets are the only tablets compatible with the Accutab chlorinators used at our facilities. We selected PPG several years ago over other companies because of the cleanliness of PPG. Once this ordinance is approved, chlorine will be purchased from Walden Chemical of Little Rock, which is the only authorized dealer of PPG Chlorine in Arkansas.

Approximately \$24,000 will be spent for PPG Chlorine for our existing outdoor facilities. An additional \$20,000 is estimated for PPG Chlorine for the Bentonville Community Center. Parks and Recreation projects spending \$44,000 annually on PPG Chlorine to supply all of our facilities that require chlorination.

In addition to chlorine, approximately \$16,500 is spent on chemicals such as bicarbonate, muriatic acid, stabilizer, and algaecide. Parks and Recreation gathers quotes and purchases locally as much as possible for these types of chemicals.

If you have any questions regarding this item, please call me at 696.0210 or email lfarmer@bentonvillear.com.

Attachments:

Request for Bid Waiver

Walden Chemical dba Blue Water Pools

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Estimate

Date	Estimate #
11/16/2018	277

Name / Address
Bentonville Community Center 1101 SW Citizens Circle Attn: Bryan Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 55 lb Pail	120	145.75	17,490.00T
Freight - Outbound with liftgate delivery	1	651.06	651.06T
Sales Tax Group		1,632.70	1,632.70
		Total	\$19,773.76

Customer Signature _____

Walden Chemical dba Blue Water Pools

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Estimate

Date	Estimate #
11/16/2018	278

Name / Address
Bentonville Parks & Rec Attn: David Wright 215 SW A Street Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 55 lb Pail	144	145.75	20,988.00T
Freight - Outbound (Doesn't require liftgate)	1	585.68	585.68T
Sales Tax Group		2,049.50	2,049.50
		Total	\$23,623.18

Customer Signature _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF CHLORINE FOR CERTAIN PARKS
FACILITIES AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of chlorine for the Bentonville Community Center, the Melvin Ford Aquatic Center, the Downtown Square and the Fountains at Lawrence Plaza as per the Proposal attached hereto as Exhibit A.

Section 2: Because PPG Chlorine is the required product for the equipment at these facilities and because Walden Chemicals is the sole authorized dealer for PPG Chlorine in Arkansas, making it a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 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 to enter into an agreement with Ann O'Sullivan to offer Fitness Services at the Bentonville Community Center.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: Ann O'Sullivan- Fitness Services Contractor

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 to offer Fitness Services for Parks and Recreation.

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

Parks and Recreation is requesting to enter into an agreement with Ann O'Sullivan. The agreement will be for her to provide fitness services at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Mrs. O'Sullivan anticipated contract value is \$28,000 in 2019. 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 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 21 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Ann O'Sullivan, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Fitness Services, defined herein, located at Bentonville Parks & Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Personal Training

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
30 Minute Personal Training Session	Per Session	\$25
60 Minute Personal Training Session	Per Session	\$40
Anticipated Annual Income:		\$ 28,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 21st DAY OF November 2018

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY: _____

Instructor (Signature)

Ann O'Sullivan

Signer Name (Please Print)

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

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	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 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 to enter into an agreement with Erin Dolan Edminister to offer Swim and Triathlon Instruction 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: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: Erin Dolan Edminister- Contracted Swim and Triathlon Instructor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an additional agreement with Erin Dolan Edminister for the service of Swim and Triathlon Instructor for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreational swimming programs and teams as well as to provide camp services for youth. These contractors hold special certifications in their specific field, which makes them highly qualified to instruct our programs. These programs include swimming lessons, Masters swim team, triathlon camp, and a recreational triathlon team.

Parks and Recreation is requesting to enter into an agreement with Erin Dolan Edminister. The agreement will be for her to serve as a Swim and Triathlon instructor for Parks and Recreation. The demand for these classes and services are very high. Mrs. Edminister anticipated contract value is \$22,000 in 2019. 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 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 26 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Erin Dolan Edminister, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, Triathlon Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons
Swim Team Instruction
Triathlon Team Instruction
Triathlon Camp Instruction

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons		\$14/ 30min Lesson
Private Swim Lessons		\$23/ 30min Lesson
Swim Team Instruction- Masters	Monthly	75% of Net Revenue
Swim Team Instruction- All Others	Hourly	\$15
Triathlon Team Instruction	Monthly	75% of Net Revenue
Triathlon Camp Instruction	Per Participant	\$39
Anticipated Annual Income:		\$ 22,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 26 DAY OF Nov, 2019.

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY: _____

Instructor (Signature)

Erin D. Edminister

Signer Name (Please Print)

Address _____

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ERIN DOLAN EDMINISTER FOR INSTRUCTIONAL SWIM AND TRIATHLON TRAINING FOR THE BENTONVILLE PARKS AND RECREATION DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Jami Erin Dolan Edminister for the service of teaching instructional swim and triathlon training 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 #	x
Budget Adjustment		
Change Order		
Informational		
Ordinance		
x Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 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 to enter into an agreement with Jami Bernards to offer Swim Instruction at the Bentonville Community Center.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: Jami Bernards- Instructional Swim Lesson Contractor

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

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

Parks and Recreation is requesting to enter into an agreement with Jami Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Mrs. Bernards anticipated contract value is \$38,000 in 2019. 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 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Jami Bernards, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons	per 30min lesson	\$14
Private Swim Lessons	per 30min lesson	\$23
Anticipated Annual Income:		\$ 38,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 20 DAY OF Nov, 20 18

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY

Jami T Bernards

Signer Name (Please Print)

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 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 to enter into an agreement with Kristen Bernards to offer Swim Instruction at the Bentonville Community Center.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: Kristen Bernards - Instructional Swim Lesson Contractor

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

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

Parks and Recreation is requesting to enter into an agreement with Kristen Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Ms. Bernards' anticipated contract value is \$35,000 in 2019. 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 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 26 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Kristen Bernards, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons	TBD	\$14/ 30min Lesson
Private Swim Lessons	TBD	\$23/ 30min Lesson
Anticipated Annual Income:		\$ 35,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 27 DAY OF November, 20 18.

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY: _____

Instructor (Signature)

KRISTEN BERNARD

Signer Name (Please Print)

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

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	☒
☐	Budget Adjustment	☐
☐	Change Order	☐
☐	Informational	☐
☐	Ordinance	☐
☒	Resolution	☐
☐	Other	☐

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 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 to enter into an agreement with Sarah Gwin to offer Swim Instruction at the Bentonville Community Center.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2018
Re: Sarah Gwin- Instructional Swim Lesson Contractor

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

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

Parks and Recreation is requesting to enter into an agreement with Sarah Gwin. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Mrs. Gwin's contract value is anticipated to be \$40,000 in 2019. 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 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Sarah Gwin, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons	TBD	\$14/ 30min Lesson
Private Swim Lessons	TBD	\$23/ 30min Lesson
Anticipated Annual Income:		\$ 40,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 20 DAY OF
November, 2018.

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY: _____

Instructor (Signature)

Sarah Gwin

Signer Name (Please Print)

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

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	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 11, 2018

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with the Arkansas Department of Transportation for the modification of traffic signal items to add "boring for conduit" on project 090376, for an increase of \$42,851.24. The additional items will be funded with the Bond Fund.

COST TO CITY:

Cost of this Request: \$42,851

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin
From: Dennis Birge, Transportation Engineer
Date: Wednesday, December 05, 2018
Re: Acceptance of Change Order #32 to ArDOT project #090376

Staff recommends City Council approve the acceptance of Change Order #32 to the ArDOT project #090376. This change will establish and add the item "boring for conduit" to the existing contract. "Boring for conduit" item is needed for the traffic signal modifications and installing the street lighting along SE 8th Street.

This request will cost \$42,851.24 and would be funded 100% by the City Of Bentonville through the Bond Fund account.

Please contact me at 479-271-5964 or dbirge@bentonvillear.com if you have any questions or concerns.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY COMMISSION

CHANGE ORDER

Job Name Hwy.62/102 Intchg.Impvts.&8Th Street Widening (Bentonville) **Route & Section** 49, Section 29
Job No. 090376 **FAP No** HPP2-9036(20) **County** Benton
Changes located 121+00 to 129+00 8th Street, 1059+60 Ramp 3 for 8th Street, 144+60 8th **Change Order No.** 32

DESCRIPTION OF CHANGE:

Add and establish to the Contract the item "Boring for 2" Conduit", and "Boring for 3" Conduit".

REASON FOR CHANGE:

1. A change in the planned location of the controller cabinet at Ramp 3&4, as requested by the City of Bentonville, requires a change in the conduit location. The curb and gutter and final Surface are in place, therefore these locations will have to be bored for installation.
2. Bentonville has also requested to install street lighting in the median along 8th Street. This change will require boring across 8th in two locations and under two Wal Mart entrances as well.

ATTACHMENTS:

Contractors letter agreeing to price(3 sheets), plan sheets showing location of bores(3 sheets).

NOTE: All costs associated with this change order will be paid for by the City of Bentonville.

SUMMARY

Item No.	Item	Unit	Unit Price	PRESENT		REVISED	
				Quantity	Amount	Quantity	Amount
SP	Boring for 2" Conduit	LF	55.88	0.00	0.00	618.00	34,533.84
SP	Boring for 3" Conduit	LF	59.41	0.00	0.00	140.00	8,317.40
					0.00		42,851.24
Overrun							\$42,851.24

Concurrence By:

	Date	Initials	Remarks
_____	_____	_____	_____

Authorized _____ **Requested** _____

Steve Lawrence, District Engineer

David Bushey, Resident Engineer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
ARKANSAS DEPARTEMENT OF TRANSPORTATION
FOR THE ADDITION OF STREET LIGHTING ALONG SE
8TH STREET.**

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

Section 1: That the City Of Bentonville be and is hereby authorized to enter into an agreement with the Arkansas Department of Transportation for the modification of signal items to include "boring for conduit" in connection with project 090376; in an amount of \$42,851.24, as per 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