



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 26, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 12, 2019**

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Corporal Mike Stegall for his February 22, 2019 retirement. This resolution recognizes Mike Stegall for than 28 years of Arkansas law enforcement service to include more than 15 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes Mike Stegall much health, happiness, and continued success in all of his future endeavors. See attached resolution. **(Pages 5-6)**
2. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (WALNUT FARM MONTESSORI SCHOOL INC Petitioner) **(Pages 7-32)**
3. Planning:
 - 3a. **Rezoning: BOS Park, LLC, Southwest Regional Airport Boulevard and Southwest Featherston Road, From R-2, Duplex and Patio Home Residential and PUD, Planned Unit Development to C-2, General Commercial.**

(Pages 34-37)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to two collector streets (SW Featherston Road and SW Morningstar Road) and a major arterial

(SW Regional Airport Boulevard), which may suggest a more intensive use. The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.

- 3b. **Lot Split: Lots 1-3 of BOS Park Subdivision, BOS Park, LLC, Southwest Regional Airport Boulevard and Southwest Featherston Road, C-2, General Commercial.**

(Pages 38-41)

The Planning Commission voted 7-0, recommending approval.

A lot split of a tract of previously unplatted land, creating Lots 1, 2, and 3 of BOS Park Subdivision. The plat dedicates multiple utility easements of varying widths per the plat. The plat dedicates 5-feet of additional right-of-way along SW Featherston Road. In addition, private, shared access easements shall be dedicated along the shared lot lines fronting SW Regional Airport Boulevard.

4. Approval of a resolution supporting Zebra Technologies' participation in the Tax Back Program (The Consolidated Incentive Act of 2003, Section 15-4-2706(d). The City's support of the resolution will have no fiscal impact on the City, but is required by the State of Arkansas as a component of Zebra Technologies participation. **(Pages 42-43)**
5. Public hearing and ordinance vacating an Alley ROW Vacation between Lot 12 Block 3 of Deming's Addition and Lot 12 of Curtis Addition (303 & 305 North Main). **(Pages 44-47)**
6. A resolution setting a public hearing for March 12, 2019 for a Utility Easement Vacation requested for 6101 SW Fair View Blvd, North Fork Addition. **(Pages 48-50)**
7. This is a request to declare two (2) no longer in service police department vehicles as surplus properties. The vehicles include City of Bentonville Unit #2010-99, a 2011 Chevrolet Tahoes PPV (VIN# 1GNLC2E08BR320908) and Unit #2010-02, a 2011 Chevrolet Tahoe PPV (VIN# 1GNLC2E01BR3321754). Both of these vehicles were previously used as marked patrol cars and scheduled for replacement in 2019. Both vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for an approximate credit of \$8,000 each. Superior offers a unique trade-in program for emergency vehicles that allows similar police vehicles to be sold to other law enforcement agencies at a reduced cost of ownership. Additionally, this credit will be applied towards the two remaining 2019 Chevrolet Tahoe PPV's waiting to be upfitted. Surplusing these two vehicles in the form of a trade represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. **(Pages 51-52)**

8. This is a request to declare one (1) 2011 Ford Crown Victoria (unit 2010-08, VIN 2FABP7BVXBX168648) as surplus property. This vehicle represents our last and only Ford Crown Victoria remaining in police service. This vehicle was previously used as a marked patrol car, and is equipped with a blue lightbar, siren, console, gun rack, a prisoner containment system, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Northwest Arkansas Community College (NWACC) Police Department with lightbar, siren, and other law enforcement specific equipment intact. NWACC would use this vehicle, as equipped, to patrol properties within thier jurisdiction and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to another law enforcement agency that is headquartered in our own city. **(Pages 53-55)**
9. Staff requests a Change Order on IFB-18-021. Original contract amount of \$488,900.00 was decreased to \$433,426.00 due to estimated contingency fees of \$75,000.00 were \$19,526.00. A decrease in the amount of \$55,474.00. **(Pages 56-60)**
10. City Council approval of a budget adjustment, in the amount of \$1,419.32, to recognize rollover of remaining grant funds from the Arkansas Alternative Dispute Resolution Commission for a pilot mediation program. **(Pages 61-63)**
11. Approve ordinance amending pay plan to add the position of "Inventory Manager", (Grade 33) in the Inventory department. This position will be staffed through the reclassification of one (1) "Inventory Crew Leader" position. There are NO additional budget adjustments needed to affect this change. **(Pages 64-65)**
12. Fire Department Staff request City Council approval of a resolution to authorize the Mayor and City Clerk to enter into a contract with Emergency Services Group International (ESGI) for Phase III of Active Shooter/Rescue Task Force (RTF) training for the Bentonville Fire Department and Bentonville Police Department. This training was budgeted in the fire department's 2019 budget. **(Pages 66-75)**
13. Parks and Recreation staff seeks approval of Change Order #2, in the amount of \$10,433.00 for the Citizens Park Complex. Additional funding includes additional necessary excavation of unsuitable soils underneath the parking lot and replacing it with imported fill. An additional electric meter was also added. **(Pages 76-80)**
14. Parks and Recreation is requesting City Council approval to award bid IFB-19-06 to Recreonics for the purchase of two (2) Duraflex One Meter Stands and one (1) Duraflex 16' Diving Board. **(Pages 81-83)**

15. Parks and Recreation is requesting City Council approval of a bid award to Challenger Sports for providing recreational soccer camps. The agreement is a one-year agreement for 2017 and may be renewed for two additional years in 2018 and 2019. Parks and Recreation is seeking approval to renew agreement for 2019. **(Pages 84-88)**
16. Parks and Recreation is seeking City Council's approval of an of a bid award to Steam Explorers to provide recreational camps and programs for Bentonville Parks and Recreation. Steam Explorers was selected as the camp provider through a formal RFP process. **(Pages 89-101)**
17. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 102-108)**
18. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 109-115)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2018

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Detective Corporal Mike Stegall for his February 22, 2019 retirement. This resolution recognizes Mike Stegall for than 28 years of Arkansas law enforcement service to include more than 15 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes Mike Stegall much health, happiness, and continued success in all of his future endeavors. See attached resolution.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





WAS BORN IN ORANGE COUNTY, CALIFORNIA IN 1966 AND GRADUATED FROM EL DORADO HIGH SCHOOL IN EL DORADO, ARKANSAS IN MAY, 1985; AND

WHEREAS, MIKE STEGALL BEGAN HIS 28-YEAR LAW ENFORCEMENT CAREER IN NOVEMBER, 1990 WITH THE EL DORADO POLICE DEPARTMENT IN EL DORADO, ARKANSAS, WHERE HE SERVED AS A PATROL OFFICER, PATROL SERGEANT, DETECTIVE SERGEANT, SPECIAL EMERGENCY RESPONSE TEAM MEMBER AND SNIPER, AND PHYSICAL FITNESS TRAINER DURING HIS 13 YEARS OF SERVICE; AND

WHEREAS, MIKE STEGALL WAS AWARDED THE MEDAL OF HONOR, TWO MEDALS OF MERIT, SIX LETTERS OF COMMENDATION, AND WAS NAMED INVESTIGATOR OF THE YEAR IN 2001 DURING HIS TENURE AT THE EL DORADO POLICE DEPARTMENT; AND

WHEREAS, MIKE STEGALL JOINED THE BENTONVILLE POLICE DEPARTMENT AS A PATROLMAN ON AUGUST 4, 2003, AND WAS PROMOTED TO THE POSITION OF SHIFT SUPERVISOR ON MAY 1, 2006, AND WAS ASSIGNED TO THE CRIMINAL INVESTIGATIONS DIVISION ON JANUARY 14, 2008, WHERE HE FAITHFULLY SERVED, WITH THE PRESENT RANK OF DETECTIVE CORPORAL, UNTIL HIS RETIREMENT; AND

WHEREAS, MIKE STEGALL, AS A MEMBER OF THE BENTONVILLE POLICE DEPARTMENT, IN HIS CAPACITY AS A DETECTIVE CORPORAL, WAS ASSIGNED TO THE DIGITAL FORENSICS INVESTIGATIVE UNIT, WHERE HE EARNED THE HIGHLY RESPECTED CERTIFIED FORENSIC COMPUTER EXAMINER CERTIFICATION THROUGH THE INTERNATIONAL ASSOCIATION OF COMPUTER INVESTIGATIVE SPECIALISTS; AND

WHEREAS, MIKE STEGALL, AS A MEMBER OF THE BENTONVILLE POLICE DEPARTMENT, FORMED THE BENTONVILLE FRATERNAL ORDER OF POLICE LODGE #70 IN 2004, AND SERVED AS ITS CHARTER PRESIDENT, TO ENCOURAGE SOCIAL, CHARITABLE AND EDUCATIONAL ACTIVITIES AMONG ALL LAW ENFORCEMENT OFFICERS, TO CULTIVATE A SPIRIT OF FRATERNALISM AND MUTUAL HELPFULNESS AMONG THE MEMBERSHIP AND THE PEOPLE THEY SERVE, TO INCREASE THE EFFICIENCY OF THE POLICE PROFESSION AND THUS MORE FIRMLY ESTABLISH THE CONFIDENCE OF THE PUBLIC IN THE SERVICE THAT IS DEDICATED TO THE PROTECTION OF LIFE AND PROPERTY; AND

WHEREAS, MIKE STEGALL, THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES DETECTIVE CORPORAL MIKE STEGALL FOR HIS 28 YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE HIS 15 PLUS YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 26th day of February, 2019, in Bentonville, in the Great State of Arkansas, in the United States of America



Stephanie Orman, Mayor

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Jim Wheelless

Department

IT Department

Phone

271-5926

ACTION REQUIRED:

An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (WALNUT FARM MONTESSORI SCHOOL INC Petitioner)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

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

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

WHEREAS, on the 24 day of January, 2019, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

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

Section 2. That the above described territory shall be annexed to and made a part of Ward 1 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

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

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

PASSED AND APPROVED THIS _____ DAY OF February, 2019.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION
EXHIBIT "A"

WALNUT FARM MONTESSORI SCHOOL INC 18-07601-000

WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION
EXHIBIT "B"

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 22, Township 20N, Range 30W, Benton County, Arkansas, and being more particularly described as follows:

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

Thence S $86^{\circ} 52'$ E, 661.15';

Thence N $02^{\circ} 28'$ E, 657.76';

Thence N $87^{\circ} 05'$ W, 50';

Thence S $2^{\circ} 28'$ W, 290' to the point of beginning.

Thence S $2^{\circ} 28'$ W, 195.53';

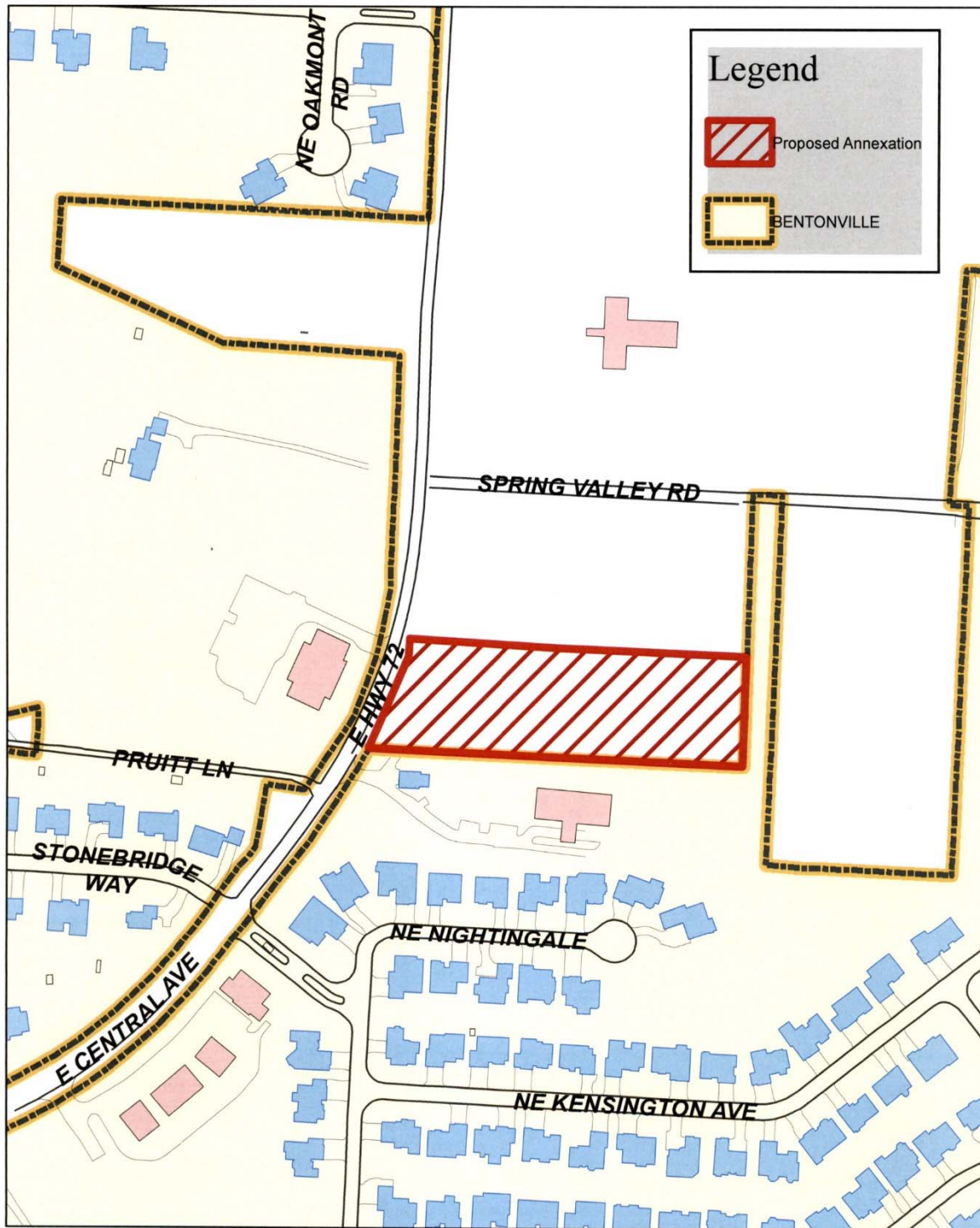
Thence N $86^{\circ} 52'$ W, 672.84';

Thence N $24^{\circ} 19'$ E, 178.20';

Thence N $3^{\circ} 15'$ E, 31.92';

Thence S $86^{\circ} 01'$ E, 260';

Thence S $87^{\circ} 05'$ E, 346.12' to the point of beginning.



Proposed Annexation
WALNUT FARM MONTESSORI SCHOOL INC.

1 inch = 220 feet



January 18, 2019

Hon. Betsy Harrell, County Clerk
Benton County Administration Building
215 East Central
Bentonville, AR 72712

Re: WALNUT FARM MONTESSORI SCHOOL INC Annexation.

Dear Ms. Betsy Harrell:

This letter accompanies the voluntary annexation petition being filed today by me on behalf of the City of Bentonville. In addition to the petition, accompanying this letter, please find:

- 1) a copy of the Arkansas GIS Office approval of the legal description as provided for in § 14-40-101 of the Arkansas Code.

Item 1) is not required by the 100% annexation statute, but does show up elsewhere in the Code so we thought it appropriate to provide it.

I am aware the County Judge has authority to require adjoining road right-of-way be added to this annexation. My review indicates there is no adjoining road right-of-way with respect to this proposed annexation.

Sincerely,


James M. Wheeler, GIS Coordinator
City of Bentonville

enc

BENTON COUNTY

STATE OF ARKANSAS

RECEIVED JAN 31 2019

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
Fax: 479-271-1712

January 25, 2019

Honorable Stephanie Orman
City of Bentonville
117 W. Central Ave
Bentonville, AR 72712

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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,



BETSY HARRELL, County Clerk

By T. Underwood

enc

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILLOAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

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

FILED

2019 JAN 25 AM 11:56

BETSY HARRIS
CLERK & PROBATE CLERK
BENTON COUNTY, AR

COUNTY COURT ORDER NO. CC 2019-01

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

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

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

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


HON. BARRY MOEHRING, County Judge

1-24-19
Date

2019 0421

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

FILED
2019 JAN 24 PM 1:42
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY AR
CC 2019-018

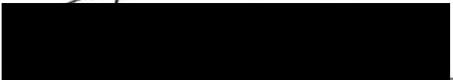
VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

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

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.


HON. BETSY HARRELL, County Clerk


HON. RODERICK GRIEVE, County Assessor



FILED

2019 JAN 24 PM 1:42

DETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Date: January 24, 2019
Subject: Proposed Annexation Checklist
CC 2019-01 Bentonville, AR

- ☒ (A) is in writing;
- ☒ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- ☒ (C) contains an accurate description of the relevant property or properties;
- ☒ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- ☒ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- ☒ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

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

Please contact me if you have any questions.

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

FILED

2019 JAN 22 AM 10:19

BETSY WARRICK
CO. & PROBATE CLERK
BENTON COUNTY, ARK.

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

NO. CC 2019-01

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 1-16-19

Come now the undersigned petitioners, and state as follows:

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

Refer to Exhibit "A"

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

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

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

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

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

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

FILED

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

2019 JAN 22 AM 10:19
BETSY HARRILL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

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

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

FILED

2019 JAN 22 AM 10:19

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

CLERK
CO & PROBATE CLERK
BENTON COUNTY, AR

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

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

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

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

18-07601-000

Parcel number of property to be annexed

C: 419-602-4509

W: 479-271-9424

ACKNOWLEDGMENT

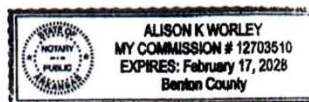
State of Arkansas)
) ss.
County of Benton)

On this the 16 day of January, 2019, before me, the undersigned officer, personally appeared Heather Gray, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

NOTARY PUBLIC

My Commission Expires:

2/17/28



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

FILED

2019 JAN 22 AM 10:19

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

DEPUTY
CO & PROBATE CLERK
BENTON COUNTY, AR.

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

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


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

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

18-07601-000
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 16 day of January, 2019, before me, the undersigned officer, personally appeared Elizabeth Barr, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.


NOTARY PUBLIC

My Commission Expires:

2/17/28



FILED

WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION

EXHIBIT "A"

2019 JAN 22 AM 10:19

BETSY HARNELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 22, Township 20N, Range 30W, Benton County, Arkansas, and being more particularly described as follows:

Commencing at the SW Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.
Thence S 86° 52' E, 661.15';
Thence N 02° 28' E, 657.76';
Thence N 87° 05' W, 50';
Thence S 2° 28' W, 290' to the point of beginning.

Thence S 2° 28' W, 195.53';
Thence N 86° 52' W, 672.84';
Thence N 24° 19' E, 178.20';
Thence N 3° 15' E, 31.92';
Thence S 86° 01' E, 260';
Thence S 87° 05' E, 346.12' to the point of beginning.

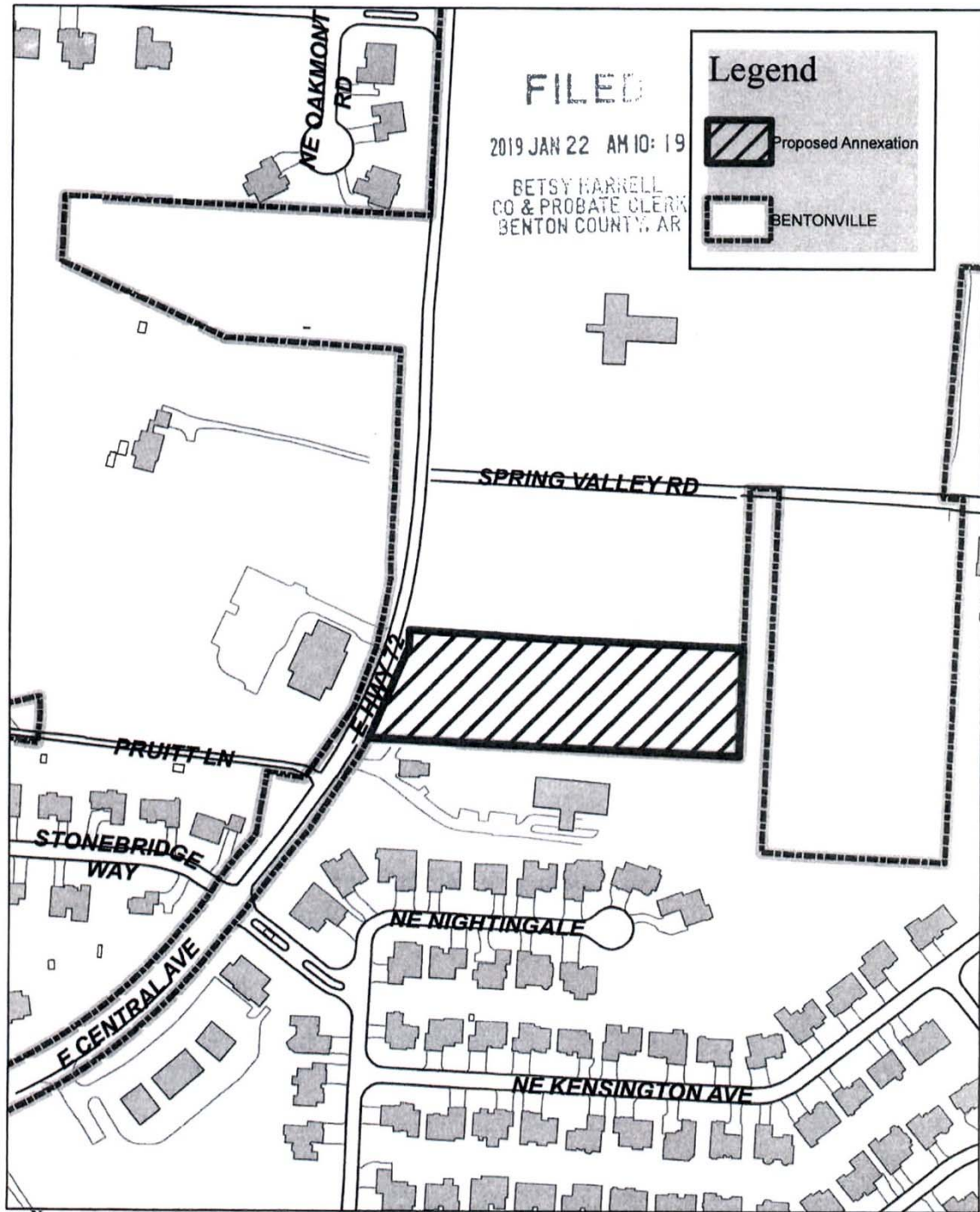


Exhibit "B"
Proposed Annexation
WALNUT FARM MONTESSORI SCHOOL INC.

1 inch = 220 feet



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT "C"
First National
Title Company

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

Faulkner County Title Company Little Rock Title Company
A Division of A Division of
First National Title Company First National Title Company
Conway Little Rock
711 Locust Street 11001 W. Markham Street #100
Conway, AR 72034 Little Rock, AR 72201

2019 JAN 22 AM 10:19
Greenbrier, AR 72058

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

January 18th, 2019

Greetings:

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

Sincerely,

Steve Pangle
Benton County Manager
First National Title

www.firstnationaltitle.net

FILED
WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION
EXHIBIT "C-1"

2019 JAN 22 AM 10:19

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

WALNUT FARM MONTESSORI SCHOOL INC

18-07601-000

WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION

EXHIBIT "C-2"

18-07601-000

FILED
2019 JAN 22 AM 10:19

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Township 20N, Range 30W, Benton County, Arkansas, and being more particularly described as follows:

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

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Thence N 24° 19' E, 178.20';

Thence N 3° 15' E, 31.92';

Thence S 86° 01' E, 260';

Thence S 87° 05' E, 346.12' to the point of beginning.

EXHIBIT "D"

FILED

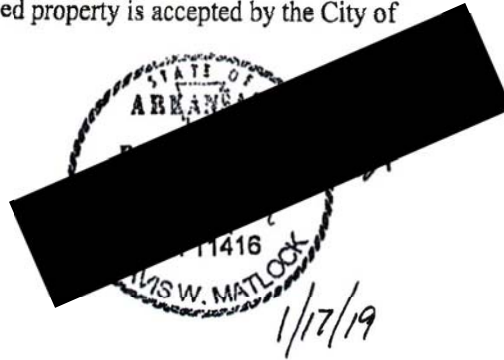
2019 JAN 22 AM 10:19

Greetings:

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

Sincerely,

Travis Matlock, P.E.



BETSY HARREL
CO. & PROBATE CLERK
BENTON COUNTY, AR

WALNUT FARM MONTESSORI SCHOOL INC. ANNEXATION

EXHIBIT "D-1"

FILED

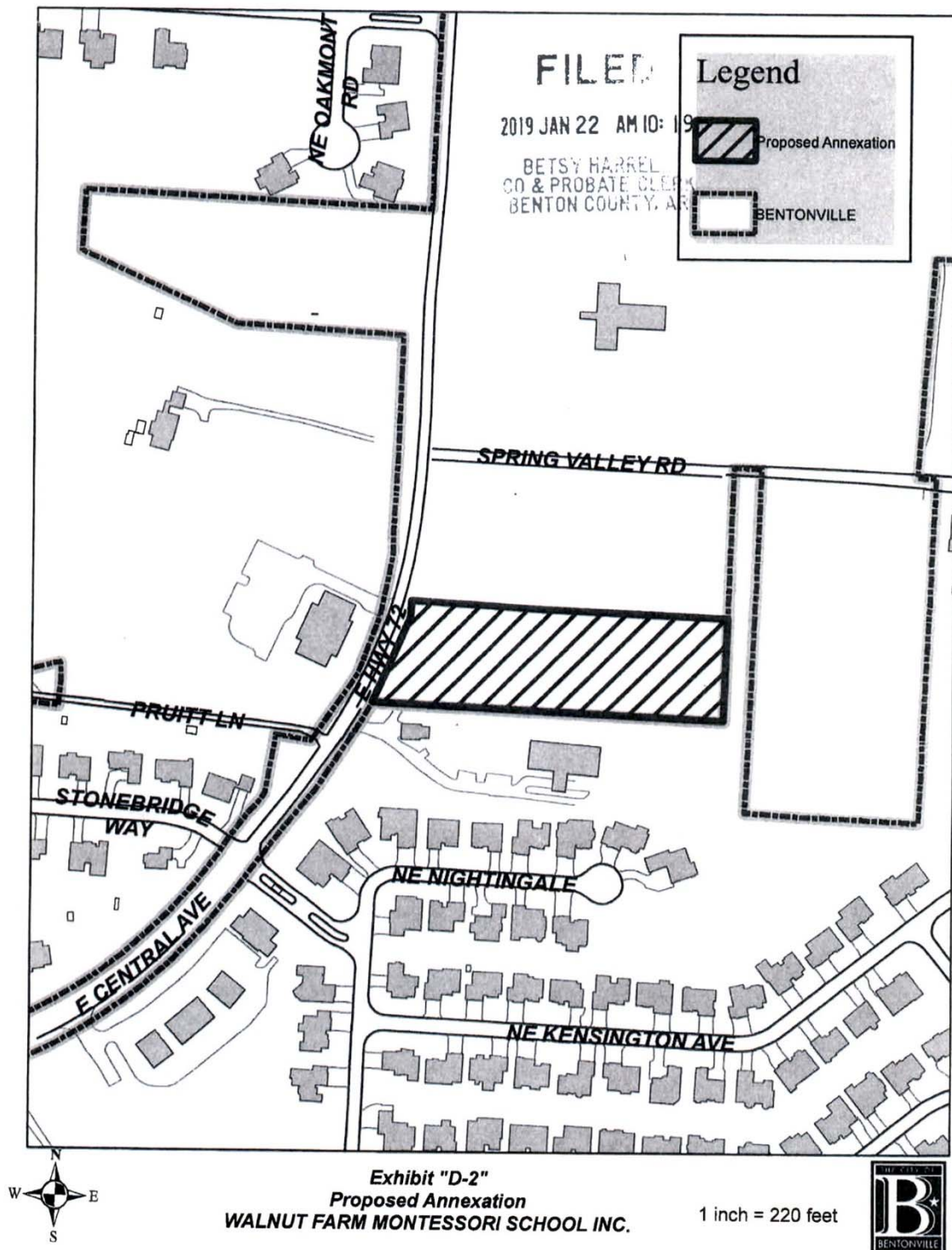
2019 JAN 22 AM 10:19

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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Township 20N, Range 30W, Benton County, Arkansas, and being more particularly
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Thence S 86° 01' E, 260';
Thence S 87° 05' E, 346.12' to the point of beginning.





**ARKANSAS
GIS OFFICE**

FILE

2019 JAN 22 AM 10: 19

**BETSY HARRIS
CO & PROBATE CLERK
BENTON COUNTY, AR**

January 18, 2019

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

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Montessori School Expansion" annexation located in Section 22, Township 20 North, Range 30 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,



Jennifer Wheeler, GIS Analyst
/jw

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

H:\City_Annexations\Cities\Bentonville\20190118\Doc\20190118_Bentonville_Annexation_Coordination_Letter.docx

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

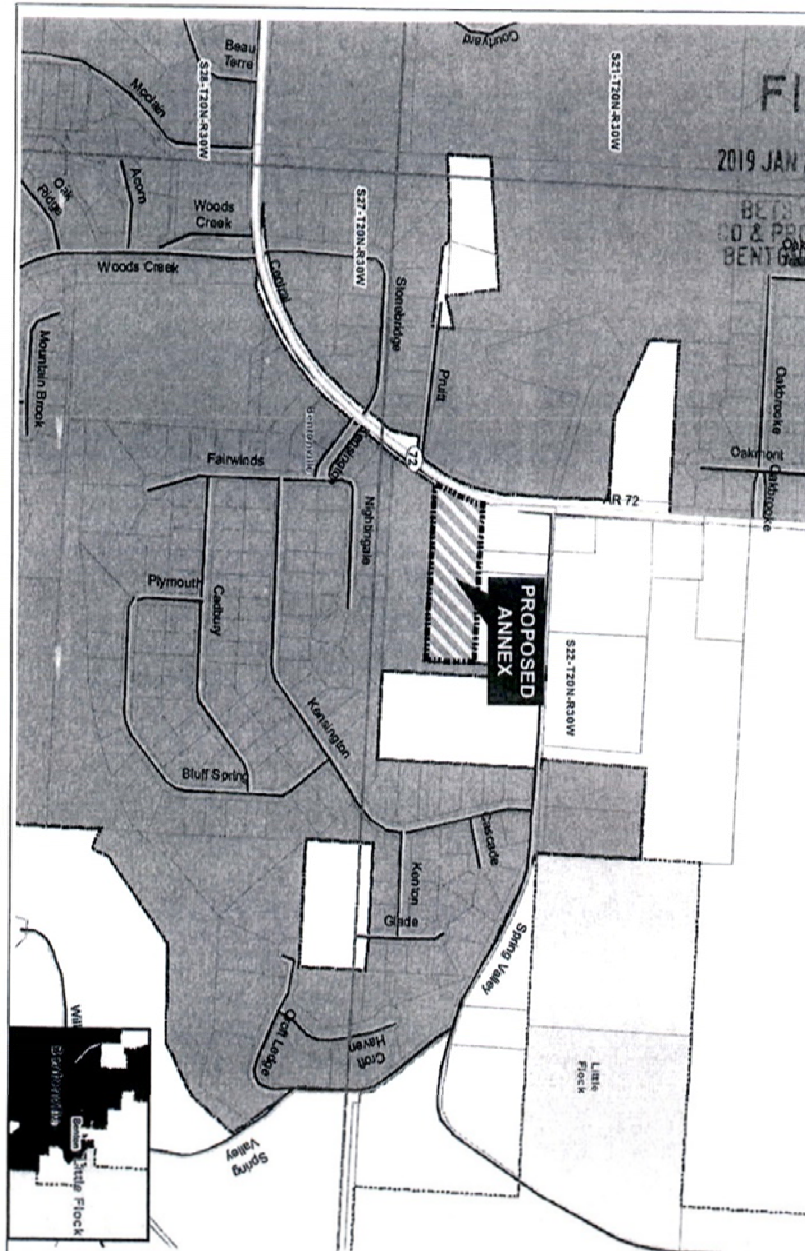
FILED

2019 JAN 22 AM 10:19

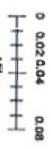
BETSY HARRELL
CLERK & PROBATE CLERK
BENTON COUNTY, AR

Proposed Annex "Monsieur School Expansion": City of Bentonville
January 2019

City: Bentonville
Mayor: Stephanie Orman



Arkansas Code 14-40-101.
Before any entity undertakes an annexation, it must first determine if the proposed annexation is consistent with the requirements of the Arkansas Code. The entity shall coordinate with the Arkansas Geographic Information System (AGIS) to obtain the necessary information to determine if the proposed annexation is consistent with the requirements of the Arkansas Code. The map is intended to provide information to the public regarding the proposed annexation, including the location of the proposed annex, the area to be annexed, and the proposed annexation area. The map is not intended to be used for any other purpose.



10079_AnnexMap20190101.dwg
01/01/2019
01/01/2019

FILE

2019 JAN 22 AM 10:19

EXHIBIT "A"

Montessori School Expansion

BETSY HARKER
CO & PROBATE CLERK
BENTON COUNTY, AR

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 22,
Township 20N, Range 30W, Benton County, Arkansas, and being more particularly
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Thence S $86^{\circ} 01'$ E, 260';

Thence S $87^{\circ} 05'$ E, 346.12' to the point of beginning.



City Council Agenda Items

For City Council Meeting of February 26, 2019

From the February 19, 2019 Planning Commission Meeting

Rezoning: BOS Park, LLC, Southwest Regional Airport Boulevard and Southwest Featherston Road, From R-2, Duplex and Patio Home Residential and PUD, Planned Unit Development to C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to two collector streets (SW Featherston Road and SW Morningstar Road) and a major arterial (SW Regional Airport Boulevard), which may suggest a more intensive use. The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.

Lot Split: Lots 1-3 of BOS Park Subdivision, BOS Park, LLC, Southwest Regional Airport Boulevard and Southwest Featherston Road, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

A lot split of a tract of previously unplatted land, creating Lots 1, 2, and 3 of BOS Park Subdivision. The plat dedicates multiple utility easements of varying widths per the plat. The plat dedicates 5-feet of additional right-of-way along SW Featherston Road. In addition, private, shared access easements shall be dedicated along the shared lot lines fronting SW Regional Airport Boulevard.

REZONING STAFF REPORT



BOS Park, LLC

SW Regional Airport Blvd & SW Featherston Rd

PC Date: 2/19/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0001
Applicant / Current Owner	BOS Park, LLC 5311 W Village Pkwy Rogers, AR 72758
Site Area	+/- 8.9 acres
Current Zoning	R-2, Duplex and Patio Home Residential & PUD, Planning Unit Development
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

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

Location Map



Property Description

This property is located north of SW Regional Airport Boulevard, east of SW Morning Star Road, and west of SW Featherston Road. The property is currently zoned R-2, Duplex and Patio Home Residential and PUD, Planned Unit Development. Adjacent zonings are R-2 to the north, C-2 to the east, and PUD to the south and west.

Projected Traffic Impact

The proposed rezoning does have the potential to impact traffic in the area. However, any future developments on the subject tract would be required to improve adjacent streets and meet the Access Management Standards of the Subdivision Code. Therefore, any increases in traffic caused by the rezoning should be accommodated through future development review processes.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to two Collector Streets (SW Featherston Road and SW Morningstar Road) and a Major Arterial (SW Regional Airport Boulevard), which may suggest a more intensive use.

Analysis

The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.



Rezoning Application Package Narrative

Provide typed statement addressing each of the following.

- State the current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.
 - a. Existing zoning: PUD
 - b. Proposed zoning: C-2
- Reason (need) for requesting the zoning change.
 - a. PUD has expired
 - b. Intended use is commercial
- Statement of how the property will relate to surrounding properties.
 - a. Out of the 10 acres, 3 acres are planned to be developed at this time. The other two parcels will remain vacant.
 - b. The middle parcel will have a two-story brick and masonry building which will house storage units. The building will lay along Highway 12. There will be a wide grass area along the north side, and trees will be planted along the fence on the north.
- Use.
 - a. Out of the 10 acres, 3 acres are planned to be developed at this time. The other two parcels will remain vacant.
 - b. The middle parcel will have a two-story brick and masonry building which will house storage units.
- Traffic.
 - a. Vehicle flow is expected to be low and intermittent. The proposed use is not retail, restaurant or other kind that lends itself to creating traffic.
- Signage.
 - a. Three sign/s will be mounted on the building, facing east, west and front.
- Appearance.
 - a. The middle parcel will have a two-story brick and masonry building which will house storage units. The other two parcels will remain vacant.
- Availability of water and sewer (state size of lines). If direct water and/or sewer is not available, state how lines will be accessed and connected.
 - a. Both water and sanitary sewer are available immediately adjacent to site.
 - b. 8" water main will be installed along SW Morning Star Rd, and along Hwy 12.
 - c. 8" sanitary sewer main will be installed at the northwest corner to tie into the proposed storage.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-2, DUPLEX AND PATIO HOME RESIDENTIAL AND PUD, PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0001).

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

PART OF THE SW1/4, NE1/4, SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM CAP AT THE SOUTHEAST CORNER OF SAID SW1/4, NE1/4; THENCE N02°21'16"E 80.55 FEET TO A FOUND A MAG NAIL WITH WASHER PLS 1392; THENCE N87°41'06"W 30.00 FEET TO A FOUND ALUMINUM CAP PLS 1392 ON THE WEST RIGHT OF WAY OF SW FEATHERSTON RD. ACCORDING TO DEED BK. 2013, PG. 30000 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY, N02°21'16"E 282.95 FEET TO A FOUND 5/8-INCH REBAR WITH CAP PLS 1392 ON THE SOUTH LINE OF RIVERWALK FARMS ESTATES, PLAT BOOK 2005, PG. 1471; THENCE ALONG SAID SOUTH LINE, N87°39'12"W 1261.45 FEET TO A FOUND 1/2-INCH REBAR WITH CAP PLS 1369 ON THE EAST RIGHT OF WAY OF SW MORNING STAR RD; THENCE ALONG SAID EAST RIGHT OF WAY, S02°18'47"W 279.38 FEET TO A FOUND 1/2-INCH REBAR; THENCE 36.84 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°15'05", A RADIUS OF 42.00 FEET, A LONG CHORD THAT BEARS S22°48'45"E, 35.67 FEET, TO A FOUND ALUMINUM CAP PLS 1392 ON THE NORTH RIGHT OF WAY OF SW REGIONAL AIRPORT BLVD (WHY 12), DEED BK. 2013, PG. 2997; THENCE ALONG SAID SOUTH RIGHT OF WAY, THE FOLLOWING NINE (9) COURSES: 1.) S87°31'18"E 477.81 FEET TO A FOUND ALUMINUM CAP PLS 1392; 2.)

S88°42'48"E 300.07 FEET A FOUND ALUMINUM CAP PLS 1392;3.)
S89°18'06"E 100.02 FEET A FOUND ALUMINUM CAP PLS 1392;4.)
N51°59'45"E 26.24 FEET A FOUND ALUMINUM CAP PLS 1392;5.)
S87°31'33"E 80.00 FEET A FOUND ALUMINUM CAP PLS 1392;6.)
S80°27'35"E 161.23 FEET A FOUND ALUMINUM CAP PLS 1392;7.)
S02°36'16"W 9.97 FEET A FOUND ALUMINUM CAP PLS 1392;8.)
S87°31'44"E 75.04 FEET A FOUND ALUMINUM CAP PLS 1392;9.)
N46°01'51"E 48.26 FEET TO THE POINT OF BEGINNING, CONTAINING
387,719 SQUARE FEET OR 8.90 ACRES, MORE OR LESS SUBJECT TO ANY
EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 19, 2019 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-2, Duplex and Patio Home Residential and PUD, Planned Unit Development to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

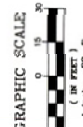
Reviewer: Tyler Overstreet, Planner

Project Number	LS19-0001
Applicant / Current Owner	BOS Park, LLC 5311 W Village Pkwy Rogers, AR 72758
Site Area	+/- .2 acres
Current Zoning	C-2, General Commercial (pending)
Future Land Use Map Designation	General Commercial

Location Map



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



STATE PLAT CODE: 990-19N-31W-0-1-130-04-1759

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF BOS PARK
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-00001).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-3 of BOS Park Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 19, 2019; 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 1-3 of BOS Park 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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Approval of a resolution supporting Zebra Technologies' participation in the Tax Back Program (The Consolidated Incentive Act of 2003, Section 15-4-2706(d)). The City's support of the resolution will have no fiscal impact on the City, but is required by the State of Arkansas as a component of Zebra Technologies participation.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF BENTONVILLE, ARKANSAS
CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO
PARTICIPATE IN THE TAX BACK PROGRAM (THE CONSOLIDATED INCENTIVE
ACT OF 2003, SECTION 15-4-2706(d)).

WHEREAS, the local government must endorse a business to participate in the Tax Back Program and benefit from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Section 15-4-2706(d); and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, Zebra Technologies located at 1201 SE 28th Street, Bentonville, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from expansion and/or construction of the specific facility; and

WHEREAS, Zebra Technologies has agreed to furnish the local government all necessary information for compliance.

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

Section 1. Zebra Technologies be endorsed by the City of Bentonville for benefits from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Section 15-4-2706(d).

Section 2. The Department of Finance and Administration be authorized to refund local sales and use taxes to Zebra Technologies.

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

PASSED and APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Stephanie Orman

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW Vacation between Lot 12 Block 3 of Deming's Addition and Lot 12 of Curtis Addition (303 & 305 North Main).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO _____

AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY LOCATED BETWEEN LOT 12 BLOCK 3 OF DEMING'S ADDITION AND LOT 12 OF CURTIS ADDITION (303 & 305 NORTH MAIN).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PLATTED BUT NON-EXISTENT ALLEY RUNNING EAST AND WEST BETWEEN THE SOUTH 50 FEET OF LOT 12, BLOCK 3 DEMING'S ADDITION AS SHOWN IN PLAT G AT PAGE 163 AND A PART OF LOT 12 CURTIS ADDITION AS SHOWN ON THE FINAL PLAT, FURTHER BEING DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 3 DEMING'S ADDITION THENCE N87 DEGREES 26' 44"W 164.42 FEET, THENCE SOUTH 16.2 FEET TO THE NORTH BOUNDARY LINE OF LOT 12 CURTIS ADDITION, THENCE S87 DEGREES 26' 44"E 164.42 FEET TO THE NORTHEAST CORNER OF LOT 12 CURTIS ADDITION, THENCE NORTH 16.2 FEET TO THE POINT OF BEGINNING.

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

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A PLATTED BUT NON-EXISTENT ALLEY RUNNING EAST AND WEST BETWEEN THE SOUTH 50 FEET OF LOT 12, BLOCK 3 DEMING'S ADDITION AS SHOWN IN PLAT G AT PAGE 163 AND A PART OF LOT 12 CURTIS ADDITION AS SHOWN ON THE FINAL PLAT, FURTHER BEING DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 3 DEMING'S ADDITION THENCE N87 DEGREES 26' 44"W 164.42 FEET, THENCE SOUTH 16.2 FEET TO THE NORTH BOUNDARY LINE OF LOT 12 CURTIS ADDITION, THENCE S87 DEGREES 26' 44"E 164.42 FEET TO THE NORTHEAST CORNER OF LOT 12 CURTIS ADDITION, THENCE NORTH 16.2 FEET TO THE POINT OF BEGINNING.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage.
The above and foregoing Ordinance was passed, approved, and adopted the _____ day of
_____, 2019, at a regular meeting of the City Council of the City of
Bentonville, Arkansas.

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

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for March 12, 2019 for a Utility Easement Vacation requested for 6101 SW Fair View Blvd, North Fork Addition.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

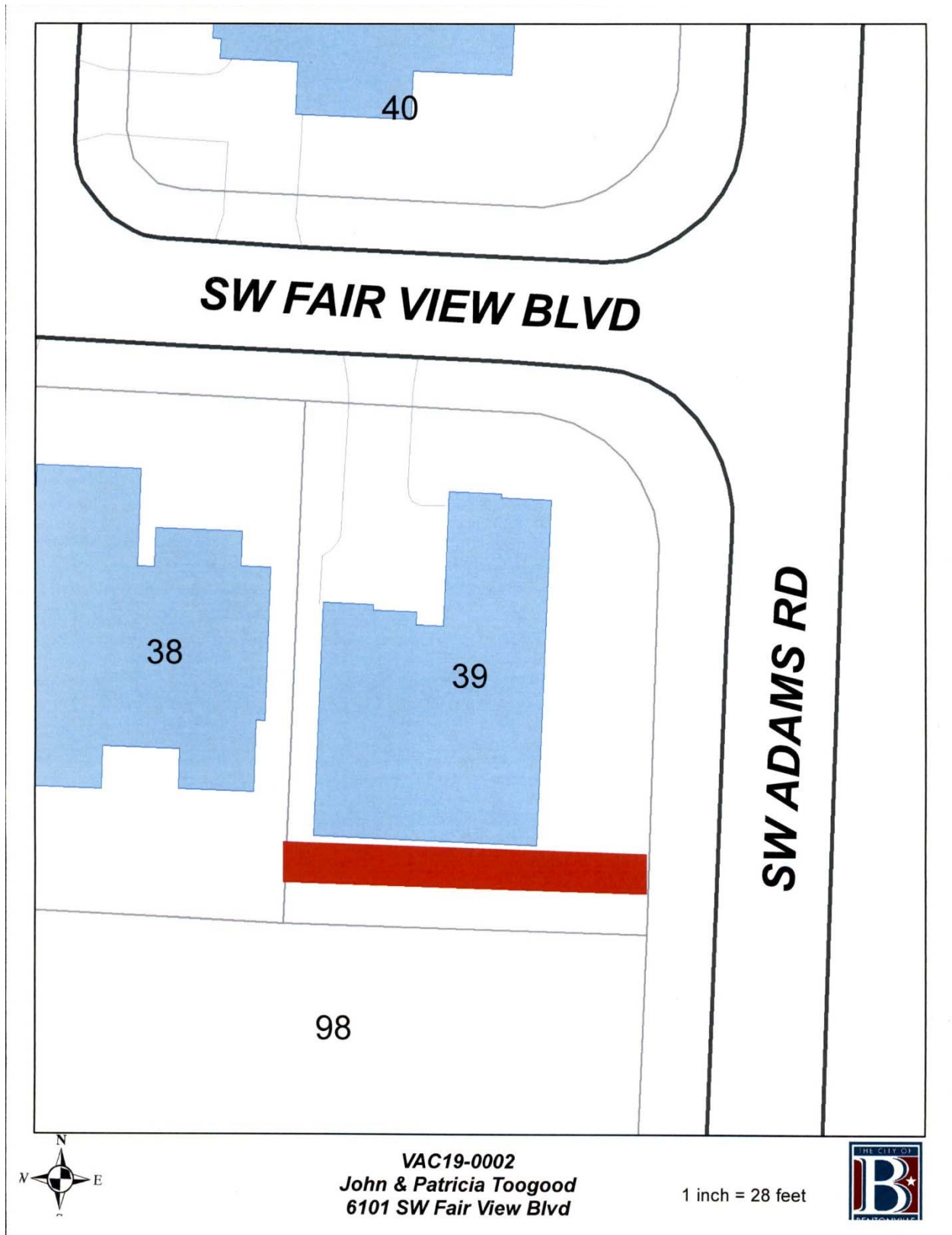
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

THE NORTH 10 FEET OF A 20 FEET UTILITY EASEMENT SQUARELY ALONG THE SOUTH SIDE OF LOT 39 IN NORTH FORK ADDITION AS SHOWN ON PLAT RECORD BOOK 2006 PAGE 124 AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on March 12, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare two (2) no longer in service police department vehicles as surplus properties. The vehicles include City of Bentonville Unit #2010-99, a 2011 Chevrolet Tahoes PPV (VIN# 1GNLC2E08BR320908) and Unit #2010-02, a 2011 Chevrolet Tahoe PPV (VIN# 1GNLC2E01BR3321754). Both of these vehicles were previously used as marked patrol cars and scheduled for replacement in 2019. Both vehicles are equipped with lightbars, sirens, consoles, gun racks, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon being approved and declared as surplus, these vehicles will be traded to Superior Automotive Group in Siloam Springs for an approximate credit of \$8,000 each. Superior offers a unique trade-in program for emergency vehicles that allows similar police vehicles to be sold to other law enforcement agencies at a reduced cost of ownership. Additionally, this credit will be applied towards the two remaining 2019 Chevrolet Tahoe PPV's waiting to be upfitted. Surplusing these two vehicles in the form of a trade represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare one (1) 2011 Ford Crown Victoria (unit 2010-08, VIN 2FABP7BVXB168648) as surplus property. This vehicle represents our last and only Ford Crown Victoria remaining in police service. This vehicle was previously used as a marked patrol car, and is equipped with a blue lightbar, siren, console, gun rack, a prisoner containment system, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Northwest Arkansas Community College (NWACC) Police Department with lightbar, siren, and other law enforcement specific equipment intact. NWACC would use this vehicle, as equipped, to patrol properties within their jurisdiction and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to another law enforcement agency that is headquartered in our own city.

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





Friday, August 15, 2019

Chief Jon Simpson, Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712

RE: Request for one Ford Crown Victoria Police Vehicle

Dear Chief Simpson,

I am writing this letter to request one (1) Ford Crown Victoria Police Interceptor that are being retired from your fleet. The vehicles will be decaled and used as Police Vehicles for the NorthWest Arkansas Community College Police Department in Bentonville, Arkansas. If possible we request that you leave all of the police equipment intact.

When the vehicle is taken out of service the NWACC Police Department will assume all responsibility for the destruction and disposal of all police equipment left in the vehicle.

We appreciate our longstanding and continued partnership with the Bentonville Police Department, and value the support that you provide not only in this community but directly to this college.

Thank you for the consideration of this request.

Respectfully,



Chief Steve Tosh, NWACC Police Department
One College Drive
Bentonville, AR 72712
(479) 619-4229

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid # IFB-18-021
	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests a Change Order on IFB-18-021. Original contract amount of \$488,900.00 was decreased to \$433,426.00 due to estimated contingency fees of \$75,000.00 were \$19,526.00. A decrease in the amount of \$55,474.00.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	488,900
Funds Expended to Date		433,426
Remaining Budget		55,474
Budget Adjustment		-
Remaining After Adjustment	\$	55,474

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





Date of Request: February 26, 2019

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____

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Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: February 26, 2019
Re: Change Order IFB-18021

Staff requests the Mayor and Council approve a change order for Flintco Contract price of \$488,900.00 for Screw Press installation to \$433,426.00.

Decrease of \$55,474.00 is due to fewer than projected project contingencies.

Please contact me with any questions at 479-271-6749.

Thank you.

Change Order No. 1

Date of Issuance: 2/7/2019

Owner: City of Bentonville

Contractor: Flintco, LLC

Engineer: Garver, LLC

Engineer's Project No.: 17048130

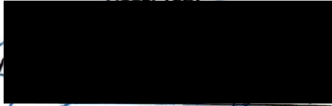
Contract Name: Bentonville WWTP
Solids Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Reconcile the contingency allowance (Item No. 2 in the amount of \$75,000.00) for unforeseen and additional work. The unforeseen work included electrical work for the air compressor in the maintenance shop in the amount of \$3,034.00, and the additional work included additional valves for the screw press and painting the interior of the dewatering building in the amounts of \$12,344.00 and \$4,148.00 respectively.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES (note changes in Milestones if applicable)
Original Contract Price:	Original Contract Times:
\$ 488,900.00	Substantial Completion: 120
	Ready for Final Payment: 150
	days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 488,900.00	Substantial Completion: 120
	Ready for Final Payment: 150
	days or dates
[Decrease] of this Change Order:	[Increase] of this Change Order:
\$ 55,474.00	Substantial Completion: 44
	Ready for Final Payment:
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 433,426.00	Substantial Completion: 164, January 23, 2019
	Ready for Final Payment: 194, February 22, 2019
	days or dates

RECOMMENDED:		ACCEPTED:	
By: 	By: 		
Engineer (if required)	Owner (Authorized Signature)		
Title: Senior Project Manager	Title: SR. PROJECT MANAGER		
Date: 2/7/2019	Date: 2/7/19		

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	CITY OF BENTONVILLE	Owner's Contract No.:	BID NO. 18-021
Contractor:	FLINTCO, LLC		
Engineer:	GARVER, LLC	Engineer's Project No.:	17048130
Project:	Bentonville WWTP Solids Improvements		

This Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

January 23, 2019

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

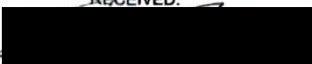
☒ None
☐ As follows

Amendments to Contractor's responsibilities:

☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *punch list*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

		RECEIVED:			RECEIVED:
By:		By:			
	<i>(Authorized Signature)</i>		<i>(Authorized Signature)</i>		
Title:	<u>Senior Project Manager</u>	Title:	<u>Assistant Project Manager</u>		
Date:	<u>2/7/2019</u>	Date:	<u>2/7/19</u>		

EJCDO® C-625, Certificate of Substantial Completion. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Project No. 17048130
Bentonville WWTP Solids Improvements

1

Section 00 65 16
Certificate of Substantial Completion



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$1,419.32, to recognize rollover of remaining grant funds from the Arkansas Alternative Dispute Resolution Commission for a pilot mediation program.

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



**DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION**

2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Jones
Date: February 7, 2019
Re: City Council approval of a budget adjustment of \$1419.32, rollover of remaining grant funds received from Arkansas Alternative Dispute Resolution Commission for a pilot mediation program of our Small Claims and/or Civil cases

The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$3,500 to begin a pilot mediation program in 2018 targeted for our Small Claims and Civil cases.

This program has allowed our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator often times is able to resolve disputes in a manner that results in a greater sense of satisfaction to both parties despite their original differing opinions. This is a completely voluntary program to which both parties would have to agree.

The funds were not all spent in the 2018 calendar year. Bentonville District Court requested the ability to rollover the unused funds for use in 2019 and the Arkansas Alternative Dispute Resolution Commission granted this request. Now we are asking City Council to approve a budget adjustment reflecting the rollover of these funds in the amount of \$1419.32.

Should you have any questions regarding this grant and/or program please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillar.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 13, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Approve ordinance amending pay plan to add the position of "Inventory Manager", (Grade 33) in the Inventory department. This position will be staffed through the reclassification of one (1) "Inventory Crew Leader" position. There are NO additional budget adjustments needed to affect this change.

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

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PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE ADDING A POSITION TO THE 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 the position of "Inventory Manager" Grade 33 should be and the
same is hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff request City Council approval of a resolution to authorize the Mayor and City Clerk to enter into a contract with Emergency Services Group International (ESGI) for Phase III of Active Shooter/Rescue Task Force (RTF) training for the Bentonville Fire Department and Bentonville Police Department. This training was budgeted in the fire department's 2019 budget.

COST TO CITY:

Cost of this Request: \$44,682

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	44,682
Funds Expended to Date		
Remaining Budget		44,682
Budget Adjustment		-
Remaining After Adjustment	\$	44,682

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





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Manager
Date: February 26, 2019
Re: Active Shooter/Rescue Task Force Training

Fire Department Staff is requesting City Council approval for the Mayor and City Clerk to enter into a contract with Emergency Services Group International (ESGI) for Phase III of Active Shooter/Rescue Task Force (RTF) training for the Bentonville Fire Department and Bentonville Police Department.

This is Phase III of a four phase training program. In 2021, we would bring ESGI back to the City for Phase IIII and re-evaluate the program for any new developments in the program for continuing education in the future.

Bentonville Training Outline

Day 1 (5/21)

Course Unified Command Course for LE and FD; New Terror Tactics and Techniques

Overview The course will provide an overview on the importance of unified command and the various priorities and considerations for incident commanders managing high threat events. Leaders will be paired together across agencies and expected to manage various tabletop high threat scenarios. Additionally, the class will discuss the new challenges, tactics and techniques facing responders when operating at high threat incidents. The discussion will center on previous incidents and emergencies that presented unique sets of circumstances for responders and incident commanders and their applicability to Bentonville.

Time **1300-1700**

Enrollment **Fire and LE supervisory personnel and Incident Commanders**

Day 2 (5/22)

Course Refresher/Update for TECC Train-the-Trainers and Wounding Pattern Review

Overview This update will focus on the TECC trainers of the Bentonville Fire Department and include new evidence-based medical interventions and discussion on wound pattern review from various active violence incidents throughout the country. These reviews suggest that a multitude of medical interventions and capabilities are required; as well as, care provided as quickly as possible. Dr. Smith reveals insights into his initial ground breaking AND follow-up study analyzing some of our nation's worst active shooter incidents. This session will also highlight gaps in current medical protocol and preparedness that could be addressed within the state.

Time **0800-1000**

Enrollment **TECC Trainers**

Course Transitioning to Various Warm Zone Care Models

Overview There are four types of warm zone care that can be utilized during an active violence event: rescue task force, warm corridor, protected island and law enforcement rescue. Understanding when to use these models based on the circumstances of the emergency is critically important. Incident commanders must be able to effectively transition to the appropriate care models and both LE and FD personnel must comprehend and transition accordingly.

Bentonville Training Outline

Time **1000-1200 Classroom**
1200-1800 Practical Exercises

Enrollment **FD and LE personnel**

Day 3 (5/23)

Course **Casualty Collection and Beyond**

Overview Do we need a CCP? Do we need an MCI response? The time, effort and personnel needed to establish these groups or systems within the command structure are cumbersome, complicated and personnel intensive. Classroom portion will discuss the pros and cons of each and the considerations necessary to effectively deploy and manage. Practical exercises will be held that will test these operational constructs from casualty collection all the way to arrival at the hospital if logistically feasible.

Time **0800-0930 Classroom**
1000-1800 Practical Exercises

Enrollment **All operational and command personnel**

Day 4

Course **Bentonville Programmatic Review (5/24)**

Overview This one-and-a-half-hour session will review the progression of the Bentonville Fire and Police Department's program, compare current capability to consensus standards and review the applicability of current capability to meeting future and emerging threats.

Time **0830-1030**

Enrollment **Leadership as defined by the Bentonville Fire Department**



ESGI/ Bentonville, Arkansas Fire Department
Statement of Work

Version 2.0
February 11, 2019

Presented by:
Michael Marino, Managing Partner, ESGI

Time and materials

<i>Client name</i>	Bentonville Arkansas Fire Department
<i>Client's administrator</i>	Chief Brent Boydston
<i>Project name</i>	Bentonville Fire Department – Warm Zone Operations
<i>Engagement duration</i>	4.0 Business Days
<i>Begin date</i>	May 21, 2019
<i>End date</i>	May 24, 2019

Schedule of rates

<i>Item description</i>	<i>Delivery schedule (Business days)</i>	<i>Cost</i>
See course descriptions below	05/21-05/24	\$ 44,682

Payment terms

<i>Phase</i>	<i>Completion date</i>	<i>Payments due</i>
Enrollment	4/1/19	None
Delivery	5/21- 5/24	None
Course Completion	5/24	COB 06/05/2019

2/10/2019

Statement of Work

Page 2

Statement of work

Assumptions

ESGI will be primarily responsible for creating, delivering, validating, and auditing training content. Bentonville Fire Department will provide ESGI all related policies, protocols, standard operating procedures related to active violence operations and treatment prior to training.

Course will include:

- Day 1- Unified Command Course for LE and FD; New Terror Tactics and Techniques
- Day 2 – Refresher/Update for TECC Train-the-Trainers and Wounding Pattern Review
Transitioning to Various Warm Zone Care Models
- Day 3 – Casualty Collection and Beyond
- Day 4 – Bentonville Programmatic Review

Change management process

Feedback from course participants will be evaluated by ESGI for both didactic and practical sessions for course optimization. Modifications to the course curriculum may be offered/executed based upon this feedback at the discretion of ESGI, LLC.

Engagement related expenses

Each party will bear its own costs and liabilities arising out of its obligation and efforts under this Agreement during the entirety of this agreement. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.

Professional services agreement

Both parties agree that this Agreement does not grant or confer any right, title, or interest in the other's equipment, software, documentation, or other products which may have been provided under this Agreement. Intellectual property ("IP") conceived or created pursuant to the Agreement will remain the property of the originating party. In the event of joint IP, the parties will engage in good-faith negotiations to establish their respective rights. Failing agreement, each party will have equal ownership and rights in such joint IP, without further obligation to the other party.

ESGI and the Bentonville Fire Department agree that they are entering into this Agreement on an exclusive basis for multiple courses related to warm zone operations, high threat response, and active shooter best practices. Both parties agree that ESGI will be the only entity teaching the program. All intellectual property such as training materials, slides, handouts, or any other materials authored by ESGI will remain the property of ESGI and be used accordingly by the Bentonville Fire Department or other entity taking the instruction subject to the terms herein.

Course Descriptions:

Unified Command Course for LE and FD; New Terror Tactics and Techniques

The course will provide an overview on the importance of unified command and the various priorities and considerations for incident commanders managing high threat events. Leaders will be paired together across agencies and expected to manage various tabletop high threat scenarios. Additionally, the class will discuss the new challenges, tactics and techniques facing responders when operating at high threat incidents. The discussion will center on previous incidents and emergencies that presented unique sets of circumstances for responders and incident commanders and their applicability to Bentonville.

Refresher/Update for TECC Train-the-Trainers and Wounding Pattern Review

This update will focus on the TECC trainers of Bentonville on new evidence-based medical interventions and discussion on wound pattern review from various active violence incidents throughout the country. These reviews suggest that a multitude of medical interventions and capabilities are required; as well as, care provided as quickly as possible. Dr. Smith reveals insights into his initial ground breaking AND follow-up study analyzing some of our nation's worst active shooter incidents. This session will also highlight gaps in current medical protocol and preparedness that could be addressed within the state.

Transitioning to Various Warm Zone Care Models

There are four types of warm zone care that can be utilized during an active violence event: rescue task force, warm corridor, protected island and law enforcement rescue. Understanding when to use these models based on the circumstances of the emergency is critically important. Incident commanders must be able to effectively transition to the appropriate care models and both LE and FD personnel must comprehend and transition accordingly.

Casualty Collection and Beyond

Do we need a CCP? Do we need an MCI response? The time, effort and personnel needed to establish these groups or systems within the command structure are cumbersome, complicated

and personnel intensive. Classroom portion will discuss the pros and cons of each and the considerations necessary to effectively deploy and manage. Practical exercises will be held that will test these operational constructs from casualty collection all the way to arrival at the hospital if logistically feasible.

Bentonville Programmatic Review

This one-and-a-half-hour session will review the progression of the Bentonville Fire and Police Department's program, compare current capability to consensus standards and review the applicability of current capability to meeting future and emerging threats.

Acceptance and authorization

The terms and conditions of any previous, current or future **Non-Disclosure Agreement (NDA)** apply in full to the services and products provided under this **Statement of Work**.

This Agreement shall be governed by and construed in accordance with the laws of Virginia, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Full name

Title

Signature

Date

Michael Marino

Full name

Partner

Title

Signature

2/7/19

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
EMERGENCY SERVICES GROUP INTERNATIONAL TO
PROVIDE TRAINING TO THE CITY OF BENTONVILLE
POLICE DEPARTMENT AND FIRE 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 Emergency Services Group International (ESGI) to provide “Active Shooter” training to the Bentonville Police Department and Fire 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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Parks and Recreation staff seeks approval of Change Order #2, in the amount of \$10,433.00 for the Citizens Park Complex. Additional funding includes additional necessary excavation of unsuitable soils underneath the parking lot and replacing it with imported fill. An additional electric meter was also added.

COST TO CITY:

Cost of this Request: \$10,432

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 1,300,000
Funds Expended to Date	1,213,317
Remaining Budget	86,683
Budget Adjustment	
Remaining After Adjustment	\$ 86,683

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 Orman
CC: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: February 12, 2019
Re: Council approval of change order #2, in the amount of \$10,433, for the Citizens Park Tennis Courts project.

Parks and Recreation Staff is seeking City Council's approval of a change order in the amount of \$10,433 for the Citizens Park Tennis Complex. This request includes excavation of unsuitable soils underneath the parking and replacing it with imported fill. An additional electric meter was also added at the Electric Department's request.

This change order did not come as a surprise to Staff or the design team. In August, there change order #1 was due to the soils under the actual courts. We suspected at that time, there could be a need for a similar action at the parking lot area. We worked with the design team, geotechnical firms and construction company to keep the costs as low as possible and still have the best desired product long-term. This change order has been reviewed and is recommended by our project design team (CEI Engineering). This change order brings the total construction contract to \$1,223,749. 00.

The project is nearing an end. The main task remaining on the project is the paint application to the courts. Temperatures should be a warmer threshold before we can apply the paint. If all goes well, this will be completed in mid-March and allow for the courts to open in April or May.

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

Attachments:

Change Order #2 Request

Change Order

No. 2

Date of Issuance: 1/28/2019 Effective Date: 1/28/2019

Project: Citizens Park Tennis Courts	Owner: City of Bentonville	Owner's Contract No.: NA
Contract: Citizens Park Tennis Courts, B.N. IFB-18-005	Date of Contract: 4/10/18	
Contractor: Benchmark Construction	Engineer's Project No.: 30274.0	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

This change order will include over excavation of unsuitable soils underneath the parking lot, including imported fill. An additional electric meter was added. Weather days were added for Oct., Nov., Dec., and Jan. 2019.

Attachments (list documents supporting change):

Cost break outs from Benchmark Construction.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,168,870.29</u>	Original Contract Times: ☐ Working ☒ Calendar days Substantial completion (days or date): <u>115</u> Ready for final payment (days or date): <u>145</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>44,446.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): <u>122</u> Ready for final payment (days): <u>145</u>
Contract Price prior to this Change Order: \$ <u>1,213,316.29</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>237</u> Ready for final payment (days or date): <u>267</u>
[Increase] [Decrease] of this Change Order: \$ <u>10,432.42</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>63</u> Ready for final payment (days or date): <u>75</u>
Contract Price incorporating this Change \$ <u>1,223,748.71</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>300</u> Ready for final payment (days or date): <u>342</u>

RECEIVED:	ACCEPTED:	ACCEPTED:
By: 	By: _____ Owner (Authorized Signature)	By: 
Date: <u>01/28/19</u>	Date: _____	Date: <u>January 28, 2019</u>

S&K Dirtworks, LLC
 1923 Pinewoods Dr.
 Rogers, Arkansas 72758

BILLING
 # 2

Invoice

Date	Invoice #
7.2.2018	5075a

Bill To
Benchmark Construction 333 W Poplar St A Fayetteville, AR 72703

P.O. No.					Terms		Project		
							Citizens Park Tennis...		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Demoliti...	Concrete Trail Removal	1,830.50	0		1,046	1.75	100.00%	100.00%	1,830.50
Haul off	Topsoil Removal	2,591.00	100		1,026	2.52534	100.00%	100.00%	2,591.00
Haul off	Under cut and haul off unsuitable materials	2,730.00	0		420	6.50	100.00%	100.00%	2,730.00
Haul off	Remove Stockpile and Reuse Topsoil	1,520.00	50		380	4.00	100.00%	100.00%	1,520.00
						Total			
						Payments/Credits			
						Balance Due			

S&K Dirtworks, LLC
 1923 Pinewoods Dr.
 Rogers, Arkansas 72758

*BILLING
 #3*

Invoice

Date	Invoice #
7/20/2018	5185a

Bill To
Benchmark Construction 333 W Poplar St A Fayetteville, AR 72703

					P.O. No.	Terms	Project		
							Citizens Park Tennis...		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Fill Dirt	Compacted Structural Fill	2,515.00			370	6.7973	100.00%	100.00%	2,515.00
Haul off	Extra 1' cut and disposal for parking and building pad				608	6.50			3,952.00
Red dirt	Extra select fill for 1' under parking and building pad				110	10.00			1,100.00
	~~~~~ CHANGE ORDER								
	>								
	~~~~~								
						Total	\$7,567.00		
						Payments/Credits	\$0.00		
						Balance Due	\$7,567.00		



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-06
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval to award bid IFB-19-06 to Recreonics for the purchase of two (2) Duraflex One Meter Stands and one (1) Duraflex 16' Diving 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 Orman
From: Lee Farmer, Recreation Services Manager
Thru: David Wright, Parks and Recreation Director
Date: January 24, 2019
Re: City Council approval of Bid IFB-19-06 for \$23,547.33 to Recreonics Inc. to purchase diving board platforms.

Parks and Recreation is requesting City Council's approval to award bid IFB-19-06 to Recreonics Inc. purchase two (2) Duraflex One Meter Stands and one (1) Duraflex 16' Diving Board to be installed at Melvin Ford Aquatic Center in the amount of \$23,547.33

Melvin Ford Aquatic Center amenities include a 50-meter competition pool which is great for recreational and lap swimming, a children's one foot deep wading pool, and a 13 foot dive well featuring two, one meter diving boards. These diving board stands have exceeded their life expectancy and have deteriorated to a condition where they can no longer be used and need to be replaced. This project is included in the 2019 City adopted budget.

If you have any questions regarding this item, please let me know. Please call me at 696-0210, or email lfarmer@bentonvillear.com.

Attachments:
Bid Tabulation



BID TABULATION:
Duraflex Diving Stands and Board
IFB-19-06

BID OPENING:
JANUARY 24, 2019
2:00 P.M.

BIDDER NAME	BID COMPLETE	TOTAL BID PRICE
RECREONICS	YES	\$23,547.33
RECREATION SUPPLY COMPANY	YES	\$24,416.71



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a bid award to Challenger Sports for providing recreational soccer camps. The agreement is a one year agreement for 2017 and may be renewed for two additional years in 2018 and 2019. Parks and Recreation is seeking approval to renew agreement for 2019.

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 Orman
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: 1/31/2019
Re: Council approval for bid award to Challenger Sports to become the contractor for Camp Soccer.

Parks and Recreation is requesting City Council approval of a bid award and to enter into agreement with Challenger Sports to be the contractor for 2019 Camp Soccer at Citizens Park Soccer Complex.

Parks & Recreation and Purchasing advertised a request for proposal for a Camp Soccer Professional Contractor in January of 2017. A selection committee, comprised of members of the Parks and Recreation Staff, reviewed the proposals. The selection committee reviewed the candidate's qualifications, proposed programs and fee structure. Challenger Sports was chosen based on these criteria. That agreement with Challenger Sports was a one-year agreement for 2017, and renewable two additional years in 2018 and 2019. Parks and Recreation is seeking approval to renew the agreement with Challenger Sports for 2019.

Challenger Sports has a proven track record of providing high-quality, successful soccer camp programs for Bentonville Parks and Recreation. They have dedicated itself to developing participant skill, teamwork, and passion for the game through their soccer camp programs for over 25 years.

As with all of BPR's programs, the contractor's staff members are required to pass criminal background checks.

If you have any questions regarding this item, please let me know. Please call me at 479-969-0210, or email lfarmer@bentonvillear.com.

Attachments:

Soccer Camp Agreement



Memorandum of Understanding

To: Challenger Sports Corp.

From: Bentonville Parks and Recreation

Date: January 25, 2019

Re: Partnership for providing Camp Soccer for Bentonville Parks and Recreation.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Challenger Sports Corp. (Challenger Sports) and Bentonville Parks and Recreation (BPR) for Camp Soccer operated at the Bentonville Community Center.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on FEB (month) 7 (day), 2019 (year).
2. BPR is responsible for managing youth camps for citizens of Bentonville.
3. BPR will create marketing and registration material for Camp Soccer, allowing for input and direction from Challenger Sports where it pertains to participant's needs.
4. BPR will create all schedules for Camp Soccer, allowing for input and direction from Challenger Sports where it pertains to participant's needs.
5. BPR will provide the necessary staff to assist with operation of the camp, as determine by BPR.
6. BPR will provide one outdoor soccer field or training area per 30 campers. BPR shall have the final determination of the appropriate number of campers per field/area.
7. BPR will provide a coordinator who shall be the camp administrator or liaison between Challenger Sports and BPR.
8. Challenger Sports will provide the following for Camp Soccer:
 - a. All Coaches will hold the minimum of a Football Association Coaching License/Challenger/International Soccer Coaching Certification.
 - b. Supply at least one qualified coach for each coaching group.
 - c. One coaches clinic/special coaching session per week of camp, two hours in length, during the week of camp at no charge to the City.
 - d. Promotional literature, posters and operational and marketing support.
 - e. A hand stitched soccer ball and T-shirt to each camper who registers for camp.
 - f. A replica International Soccer Jersey to all campers who register in person at a special promotion event.

9. Camp Soccer session dates, times and payments.

BPR agrees to pay Challenger Sports the rates listed below for Camp Soccer.

WEEK 1 (SESSION 1) : JUNE 24,2019 – JUNE 28,2019					
Description	Times	Ages	Price Per Camper (total)	Payment to Challenger Sports	Payment to City
TinyTykes-Cubs	8:00am-9:00am	3-4 yrs.	\$110.00	\$90.00	\$20.00
TinyTykes-Lions	8:00am-9:00am	4-5 yrs.	\$110.00	\$90.00	\$20.00
Half Day	9:00am-12:00pm	6-16 yrs.	\$155.00	\$135.00	\$20.00
TinyTykes	5:30pm-6:30pm	3-5 yrs.	\$110.00	\$90.00	\$20.00
Half Day	5:30pm-8:30pm	6-16 yrs.	\$155.00	\$135.00	\$20.00
Next Level	8:00am-3:00pm	10-18 yrs.	\$255.00	\$215.00	\$40.00

WEEK 2 (SESSION 2) : JULY 22,2019 – JULY 26,2019					
Description	Times	Ages	Price Per Camper (total)	Payment to Challenger Sports	Payment to City
TinyTykes-Cubs	8:00am-9:00am	3-5 yrs.	\$110.00	\$90.00	\$20.00
TinyTykes-Lions	8:00am-9:00am	4-5 yrs.	\$110.00	\$90.00	\$20.00
Half Day	9:00am-12:00pm	6-16 yrs.	\$150.00	\$130.00	\$20.00
GK Icon	9:00am-12:00pm	6-10 yrs.	\$190.00	\$168.00	\$22.00
GK Icon	5:30pm-8:30pm	11-18 yrs.	\$190.00	\$168.00	\$22.00
Next Level	9:00am-12:00pm	10-18 yrs.	\$190.00	\$168.00	\$22.00

Estimated Total Payment to Challenger Sports in 2019: \$

10. Invoicing:

Challenger Sports shall submit invoices at the conclusion of each session to the remittance address provided below.

Invoice Remittance Address:
City Hall – Attn: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days.

11. Challenger Sports will be responsible for providing professional soccer instruction for Camp Soccer located at the Bentonville Community Center.
12. Challenger Sports will provide enough coaches to meet an acceptable camper/coach ratio, based upon the age of the campers. BPR will make the final determination of the acceptable camper/coach ratio.
13. Challenger Sports agrees to maintain and provide proof of all certifications if needed.
14. Challenger Sports is responsible for finding their own substitute, if necessary, and notifying management in advance for approval.
15. Challenger Sports understands that they, nor any of their employees, are employees of the City of Bentonville. Challenger Sports is solely responsible for their employees.

16. Camp Soccer may be canceled at any time due to inadequate registrations or inclement weather. BPR shall have the final determination on whether it is necessary to cancel a camp.
17. Challenger Sports understands that all instructors must complete a mandatory background check prior to camp beginning in order to participate. Background checks will be administered by the City of Bentonville.
18. Upon time of signing this Memorandum of Understanding, Challenger Sports shall provide BPR with IRS form W-9, and proof of Worker's Compensation as required by Arkansas Statute and a certificate of General Liability coverage.
19. Challenger Sports may be required to maintain insurance and provide proof of such.
20. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
21. This agreement may be terminated by either party with 30 days of written notification from the BPR Director or Challenger Sports.
22. Instructors are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any Challenger Sports personnel exhibits behavior that is detrimental to the operation of the department.

Date: _____

Mayor, City Of Bentonville

Date: 2/7/19

Challenger Sports (Signature)

MIKE PARR

Challenger Sports (Name)



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	RFP-18-052
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is seeking City Council's approval of an of a bid award to Steam Explorers to provide recreational camps and programs for Bentonville Parks and Recreation. Steam Explorers was selected as the camp provider through a formal RFP process.

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 Orman
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: February 14, 2019
Re: City Council approval of a bid award to Steam Explorers to provide recreational camps.

Parks and Recreation is requesting approval of a bid award to Steam Explorers to provide recreational camps.

Parks & Recreation and Purchasing advertised a request for proposal for a Building Block Professional (RFP-18-052) to provide alternative-learning building block camps. One proposal was submitted and a selection committee reviewed that candidate's qualifications, proposed programs and fee structure. The committee selected Steam Explorers based on these criteria.

Bentonville Parks and Recreation is responsible for working with the vendor (Steam Explorers) and determining the program schedule for the year. After the schedule is created, BPR promotes and registers participants for the program. BPR pays Steam Explorers 75% of the gross revenue and retains 25% for our operational expenses. The agreement with Steam Explorers is a one-year contract for 2019, and two renewable years in 2020 and 2021.

As with all of BPR's programs, the contractor's staff members are required to pass criminal background checks.

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

Attachments:

Services Agreement



SERVICES AGREEMENT

THIS AGREEMENT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and STEAM EXPLORERS, hereinafter "Contractor" (collectively, the "Parties"). City is in need of certain services for facilitating LEGO programs for students enrolled in Bentonville Parks and Recreation camp LEGO programs and the materials necessary for the camp LEGO programs operation and contracts with Contractor for services as described in **Exhibit A** and for pricing and scheduling as defined in **Exhibit B**.

1. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon per unit cost as stated in **Exhibit B**, for each individual attendee of the LEGO programs. Scheduling is to be in accordance with **Exhibit B** unless otherwise determined, in writing, by the City.
2. **LOCATION.** LEGO camps shall take place at the Bentonville Community Center, located at 1101 Citizens Circle, Bentonville, AR 72712.
3. **BILLING.** Contractor may bill City monthly or as agreed upon for all completed services and reimbursable expenses. The bill submitted by Contractor must itemize the services and reimbursable expenses for which payment is requested. All bills must be submitted to 117 W Central Ave., Bentonville, AR 72712 in attention to the City of Bentonville Accounts Payable Office. City agrees to pay Contractor within fourteen (14) days.
4. **INSURANCE.** Contractor shall maintain insurance, including but not limited to Worker's Compensation and General Liability insurance as required by the State of Arkansas.
5. **ADDITIONAL SERVICES.** Additional services not defined in **Exhibit A** or **Exhibit B** must be pre-authorized by the city and in accordance with the City's Purchasing Policy.
6. **RATIO.** There shall be no less than one (1) teacher per 30 participants/campers in each camp. Contractor will be responsible for providing all teachers for camps, as defined in **Exhibit B**. Teachers will be responsible for the supervision of all participants/campers attending each LEGO camp. The City shall have the final determination of the appropriate teacher per number of participant/camper ratio.
7. **PAYMENT.** In the event City becomes credibly informed that any representations of Contractor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.
8. **TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Agreement, City may terminate or reduce the amount of services to be provided by Contractor under this Agreement. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
9. **DISPUTE RESOLUTION.** City and Contractor agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Agreement as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.



- 10. SUBCONTRACTING.** Contractor may not subcontract or assign any of the services to be performed under this Agreement without first obtaining the written approval of City.
- 11. INSURANCE.** Contractor will maintain and provide proof of insurance as required by the State of Arkansas.
- 12. INDEMNIFICATION AND HOLD HARMLESS.** For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.
- 13. ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.
- 14. NO THIRD PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.
- 15. INDEPENDENT CONTRACTOR.** Contractor and all Contractor's employees are independent contractors and not an agent or employee of City. Contractor is solely responsible for their employees.
- 16. CONDUCT.** Contractor and all Contractor's employees or personnel of any capacity are required to display professional etiquette at all times. This Agreement may be voided if any of Contractor's personnel exhibits behavior that is detrimental to the operation of the Department.
- 17. COMPLIANCE WITH LAWS.** Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.
- 18. APPLICABLE LAW, JURISDICTION, VENUE.** Interpretation of this Agreement 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.
- 19. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.
- 20. RENEWAL.** This Agreement is renewable annually, upon mutual written Agreement between the Parties and at the terms and pricing as listed herein, in one (1) year increments for a combined maximum total of three (3) years.
- 21. AMBIGUITY.** If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement and then to Exhibit A.



The Parties hereto have caused this Agreement to be executed this ____ day of _____ 20__.

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

STEAM EXPLORERS

By: _____

(Owner)

804 E. Audrey Lane
Rogers, AR 72758



EXHIBIT A

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-18-052	Date of Issuance:	October 14, 2018
Brief Description:	Block Building Professional to facilitate 'Camp Block Building' programs.		
Agency:	The City of Bentonville, Arkansas Accounting Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	November 5, 2018	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Office prior to 10:00 A.M., November 5, 2018. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated proposal opening date and time will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Attn: Purchasing Office 117 West Central Avenue Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: - Proposal Number: RFP-18-052 - Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and rejected.
Number of Copies for Submission:	(1) One signed original copy of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Administrator:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712
Questions regarding this proposal should be directed solely to the Purchasing Office.			

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned proposals will be rejected without exception.**

NAME OF FIRM:	STEAM EXPLORERS, LLC	PHONE NUMBER:	479-685-3813	FAX NUMBER:		
BUSINESS STREET ADDRESS:	504 E. Audrey Ave.	CITY:	Progers	STATE:	AR	
SIGNATURE OF AUTHORIZED PERSON:	[Redacted Signature]		DATE:	10-30-2018	ZIP:	72712
PRINTED OR TYPED NAME:	Sarah Evader		TITLE:	CO-Owner		
ARKANSAS SALES OR USE TAX NUMBER:		STATE CONTRACTORS LICENSE NUMBER:				

PROPOSAL

About STEAM

STEAM Explorers is a locally owned family business that has provided all block building camps for the City of Bentonville for the past 2 years. We provided similar services under a similar business model for 3 years prior to our new business model. We are the only lego company in NWA, and we strive to encourage children from every end of the spectrum to participate in our camps. Each year we have between 25-40 children on the Autism spectrum (some more severe than others) that attend our camps with the City! Attached to this proposal you will a letter of recommendation that one mother felt it was important to attach!

Our company takes pride in helping children:

- Build fine motor skills.
- Learn cooperative play.
- Feel a sense of accomplishment.
- Build self-confidence.
- Inspire creativity.

All of this is done through the use of Science, Technology, Engineering, Art and Math! We are more than a brick building class as you will see below!

Our Staff

We have 3 teachers who perform our services with the City of Bentonville: Ms. Jamie, Ms. Sarah, and Ms. Jerri. All of our teachers are certified in CPR and fully capable and trained to handle all types of children. Ms. Jamie is a co-owner of STEAM and is currently working on her Master's Degree in Psychology. She has been working with Foster children and troubled youth for the last 24 years teaching them how to cope with anger and stress and how to turn it into positive energy. Ms. Jamie has been teaching Standard and Robotics classes as well as camps for 5 years. Her primary focus was with spectrum children although she has worked with many local schools during field trips, classes, and after school programs. Ms. Jamie also knows sign language. Ms. Sarah is a co-owner of STEAM and has been teaching Lego Robotics classes and summer camps for the last 7 years. Before teaching Lego classes and camps, Ms. Sarah worked in Psychiatric and Pediatric Nursing, and also owned a Pain Management Clinic in Tulsa, Oklahoma. Ms. Jerri is an Assistant Teacher for Bentonville schools working primarily with troubled students to help them get on the right track. Before joining the Bentonville School District, Ms. Jerri worked at Ozark Guidance Center for almost 10 years as a health tech in the psychiatric ward. Ms. Jerri has worked for STEAM for the last 3 years and has had many of her students in our camps!

Camp Structure

Building Block Professional**Proposal Number: RPF-18-052**

Every camp is set up prior to the camp starting date on Sunday if the room is available. If it is unavailable, Ms. Sarah or Ms. Jamie arrive at 5:30 A.M. the morning of camp to set up and decorate our designated room. We decorate our room for each camp according to theme so that our campers feel extremely excited about being at camp!

Below is the standard camp structure with times and activities for standard camps. Standard Camps such as Minecraft, StarWars, Gaming (and many other themes) are non-computerized camps. Our builds/crafts include but are not limited to the following:

- 3-D builds of themed characters or items from the theme
- Mosaic builds
- Motor builds
- Cooperative builds
- Creative builds.
- Team Builds.
- Theme based non-lego crafts are crafts that the kids actually make or decorate to take home such as: slime, lightsaber, Pick-Axe, Pirate Sword, lava lamps, edible chocolate play dough, Edible blood model in a bottle (made with candy to teach about how blood is formed), Harry Potter potions, Storm Trooper Balloons, Oobleck, invisible ink, rockets, windmills, and many more depending on theme!

Motors and batteries are used in Standard camps and Specialty camps to bring the campers' creations to life but computer programming is not necessary for Standard camps. During this camp each child is provided with a motor kit and battery pack (\$247 value per kit that they do not get to take home) and instructions to build. There are over 35 different motor builds for each theme (more added each year) ranging in difficulty from beginner (level 1) to expert skill level (level 5). Our campers all start on level 1 or 2 to see what they are capable of. We challenge every child in camp to build their own motorized design as well during creative building time. Below is our standard camp weekly schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday
8:45-9:00 & 12:45-1:00	Check in/Free play	Check in/Free play	Check in/Free play	Check in/Free play	Check in/Free play
9:00-9:30 & 1:00-1:30	3-D build	3-D Build	Motor Build	Individual Challenge	Creative build
9:30-10:00 & 1:30-2:00	Mosaic Build	Motor Build	3-D Build	Perler Craft/take home item	Team build/cooperative mosaic
10:00-10:20 & 2:00-2:20	Snack time	Snack time	Snack time	Snack time	Finish all motor builds
10:20-11:15 & 2:20-3:15	Motor build	Mosaic & creative Build	Creative Build Challenge	3-D build	PARTY STARTS/CHOICE BUILDS
11:15-11:45 & 3:15-3:45	Choice Build	Take home craft 1 (theme based)	Science Experiment/ mosaic build.	Take home craft 2 (theme based)	PARTY/ pick mini figure to take home
11:45-12 & 3:45-4:00 pm	Finish builds/clean	Finish builds/clean up	Finish builds/clean up	Finish builds/clean up	Finish builds/clean up

Building Block Professional**Proposal Number:** RPF-18-052

Each camp day we teach our campers scientific facts that relate in some way to the theme! Every camper will have multiple things to take home each week from camp which includes but is not limited to:

- 2-3 craft items.
- Mini-figure of their choice.
- Party bag with goodies.
- Any items they decorated or created that week that is non-lego.
- A daily item they choose from the toy chest.

For specialty camps such as Comic Creator, Movie Maker, Stop-Motion Animation and more technical camps the camps will be more in depth and will require computer and camera use. All items provided by STEAM for each and every camp including all technology required to create each item.

Recommended 2019 Pricing

I would recommend that the City charge between \$120 and \$125 per camper per week of Standard Camp (\$90 paid to STEAM and \$30-\$35 paid to the City of Bentonville). I would recommend that the City charge between \$140 and \$150 for Specialty camps that require higher levels of technology and in-depth computer programs such as "green screen", "comic creations" (with \$110 paid to STEAM and \$30-\$40 paid to the City). For 4 days or less we charge \$20 per day per camper, the City's fee is negotiable. Our pricing recommendation is due to the amount of money we put into supplies and take home items for each camp and camper to make it the best camp for our campers!

Proposed Camp Sessions 2019

Our camps are provided to kids aged 5-13 years old. We are proposing to hold camps at the following dates for the following times:

New Year's Camp: December 26th-December 28th 2018 from 9:00 A.M. to 12:00 P.M. Winter Wonderland Camp Theme. Fee- \$85 per camper with \$40 per camper paid to Proposer, \$45 to be paid to City. (current 2018 contract date, theme, and price).

Spring Break Camp: Morning and afternoon sessions.

- Four (4) day camp.
- Ages 5-14 years old.
- Morning session from 9:00 A.M. to 12:00 P.M.
- Afternoon session from 1:00 P.M. to 4:00 P.M.
- Theme TBD with Kyle and Ryan.

Summer Camps: Morning and afternoon sessions for a total of four (4) weeks.

- Five (5) day camp.
- Ages 5-14 years old.
- Morning session from 9:00 A.M. to 12:00 P.M.

Building Block Professional**Proposal Number: RPF-18-052**

- Afternoon session from 1:00 P.M. to 4:00 P.M.
- Themes and dates TBD with Ryan and Kyle based on current popular themes.
- Suggested Themes: "Minecraft", "Stop Motion Animation", "Carnival", "Star Wars".

Fall Break Camp: Morning and afternoon sessions.

- Two (2) day camp.
- Ages 5-14 years old.
- Morning session: 9:00 A.M. to 12:00 P.M.
- Afternoon session: 1:00 P.M. to 4:00 P.M.
- Themes and dates TBD with Ryan and Kyle based on current popular themes.
- Suggested themes: "Lego Wild About Science with an Artsy Twist", Comic Creator, "Things In Motion", "A Polar Express Winter Wonderland", "MEGA Minecraft", or many more!

New Year's Camp 2019: Morning session only.

- Three (3) day camp.
- Ages 5-13 years old.
- Morning session: 9:00 A.M. to 12:00 P.M.
- Theme and dates TBD.

SCOPE

1. Proposer services to be performed: Proposer will facilitate LEGO activities for students enrolled in City activities. Proposer will provide all necessary materials for the program including building bricks, motor kits, battery packs, robotics kits, instruction manuals, and any other items necessary to hold camp. Proposer will provide all arts and crafts supplies that coordinate with each camp per theme.
2. Camps will be performed at: Bentonville Community Center, 1101 Citizens Circle, Bentonville AR 71712, or any other City of Bentonville Facility in the City of Bentonville, AR.
3. The City's Parks and Recreation Department shall provide: All marketing and registration on behalf of Proposer to assist in the promotion and collection of payment for the Block Building Camp program at City facilities. Proposer is not permitted to accept any registrations or payments on behalf of the City.
4. Pricing should be transparent and negotiated between Proposer and the City to ensure that prices are the lowest possible in order to gain the highest number of registration for each camp. Prices should be negotiated yearly if a decrease is necessary to gain higher registration.
5. Monthly Meetings shall take place with the City's Director of Parks and Recreation or his assignee to plan and discuss Proposer's program and the direction and planning of the program.

6. Proposer fully understands that any and all costs incurred by the Proposer in responding to this RFP is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expenses incurred, regardless of acceptance of proposal or award.
7. Federal, State and Local Taxes: City shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of Proposer. City shall not treat Proposer as an employee with respect to the Block Building Professional services performed hereunder for federal, state, or local tax purposes.
8. Proposer Tax Duties and Liabilities: Proposer Acknowledges all responsibility for paying federal and state income taxes and the City will not withhold or pay any portion of Proposer's taxes.
9. Independent Contractor Status: Proposer acknowledges and represent to City that (1) Proposer is not and shall not be an employee of the City, and the status of Proposer shall be that of an independent contractor solely responsible for Proposer's employees actions and inactions; (2) Proposer shall act solely as an independent contractor, not as an employee or agent for City; and (3) Proposer is not authorized to enter into contracts or agreements on behalf of the City.
10. Insurance: Awarded Proposer will be required to provide a certification of liability insurance to the City in the amount required by the State of Arkansas.
11. Term: Upon award, Proposer's term shall be one (1) year, renewable upon mutual agreement in one (1) year increments for a combined total of three (3) years.

Proposer Signature:

Proposer: Sarah Graber
804 E. Audrey Lane
Rogers, AR 72758
(479) 685-3813
Sarah.steamexplorersnwa@gmail.com

Date: 10-30-2018



STEAM EXPLORERS <sarah.steamexplorersnwa@gmail.com>

Reference letter

jessica hermans <jdhermans75@gmail.com>
To: sarah.steamexplorersnwa@gmail.com

Thu, Sep 13, 2018 at 9:25 PM

Our boys ages 12 and 7 both attend the Lego camps hosted by Steam Explorers at the Bentonville Community Center. Both boys love the camps, and I love them also. I feel that they are doing much more than just playing with legos. They are learning in these camps. We have attended Lego camps in the past that were not hosted by Steam Explorers and these camps were nothing in comparison. I was not impressed with the previous camps and I am so happy that Steam Explorers is currently having these camps. My 12 year old is on the Autism spectrum and I never worry about leaving him here, he loves it and the camp leaders are amazing with him. My boys will be hesitant to attend a Lego camp that Miss Sarah and Miss Jamie are not a part of. Thank you, Jessica Hermans

EXHIBIT B

PRICING AND SCHEDULE FOR CAMP LEGO PROGRAMS PROVIDED BY BPR AND FACILITATED BY STEAM EXPLORERS:

Description	Dates	Price to Participant (per camper)	Payment to Steam Explorers
Minecraft 1 Lego Camp	March 18-21, 2019	\$100.00	\$80.00
Mega Minecraft Lego Camp	June 3-7, 2019	\$125.00	\$90.00
Lego Star Wars Camp	June 24-28, 2019	\$125.00	\$90.00
Mixed Theme Lego Camp	June 17-21, 2019	\$125.00	\$90.00
Carnival Lego Camp	July 22-26, 2019	\$125.00	\$90.00
2 Day Fall Camp (Theme TBD)	TBD	\$50.00	\$35.00
2 Day Fall Camp (Theme TBD)	TBD	\$50.00	\$35.00
Winter Camp (Theme TBD)	December 30-31, 2019	\$50.00	\$35.00

1. Schedule:

LEGO camps will take place from 9:00 A.M. to 12:00 P.M and 1:00 P.M. to 4:00 P.M. each scheduled camp day unless there is a need to combine camps.

- a. LEGO camps which are schedule for three (3) days or less will take place only from 9:00 A.M. to 12:00 P.M.
- b. Participant ages will range from 5 years old to 14 years old for each scheduled camp.

2. Contractor Arrival:

Contractor's teachers will arrive at the location no later than 8:30 A.M. Participants may be dropped off no earlier than 30 minutes prior to the scheduled start time of each camp and must be picked up no later than 30 minutes after the conclusion of each camp.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/26/2019</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas United States Sports Specialty Association</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>64,080.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>64,080.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes AR USSSA to schedule and pay individual youth baseball officials directly for our recreational baseball tournaments. AR USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation's baseball tournaments are sanctioned by AR USSSA which is the sole provider of this service in our area.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor Orman
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 22, 2019
Re: Arkansas USSSA– Baseball Umpire Provider

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Arkansas United States Specialty Sports Association for providing baseball tournament umpires.

Parks and Recreation utilizes a provider for the service of providing baseball tournament umpires. The provider recruits, trains, schedules, and pays the umpires for their services. The provider will then invoice BPR for those umpiring services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact, which makes this process much more efficient. Arkansas USSSA manages the all baseball umpires for USSSA events in Northwest Arkansas.

The agreement attached, allows Parks and Recreation to enter into a contract with Arkansas United States Specialty Sports Association for the service of providing baseball tournament umpires. Due to the demand and number of baseball teams in these tournaments, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating paying AR USSSA \$64,080 for the service of providing baseball umpires. This expense is fully recovered through registration fees for this program.

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

Attachments:

Baseball Umpire Provider Agreement



Memorandum of Understanding

To: Mike Schmidt, Arkansas United States Specialty Association
From: David Wright, Bentonville Parks and Recreation
Date: January 25, 2019
Re: Baseball Partnership for providing umpires for Bentonville Parks and Recreation Programs in 2019.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Arkansas United States Specialty Sports Association (AR USSSA) and Bentonville Parks and Recreation (BPR) for 2019 youth baseball programs operated at Bentonville municipal parks.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on _____(month)_____(day),20____.
2. BPR is responsible for managing youth baseball programs including, but not limited to the baseball tournaments, for the citizens of Bentonville and all participants in such programs.
3. BPR will create marketing and advertising for tournaments, allowing for input and direction from AR USSSA where it pertains to umpires and participant's needs.
4. AR USSSA will create schedules for games / tournaments, allowing for input and direction from BPR when it pertains to umpire and participant needs.
5. AR USSSA will be responsible for providing umpires for baseball tournaments located in Bentonville public parks.
6. AR USSSA will be responsible for accepting team registrations for tournaments. AR USSSA will monitor these and publish team lists for public view as teams register for each tournament. Team Registration payments will appear as the following:
 - a. AR USSSA will be responsible for obtaining all tournament registration payments through online payments. If not obtained online, it is the responsibility of AR USSSA to obtain these tournament registrations.
 - b. No later than the Sunday of each weekend tournament AR USSSA will submit payment to BPR for all team registrations in the form of one check accompanied with a billing statement.

7. For tournament play, BPR is responsible for providing the following information to AR USSSA no later than the following timelines:
 - a. For tournament play, BPR will provide the dates of the tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for all fall tournaments.
 - b. For tournament play, AR USSSA will provide tournament start times and anticipated duration no later than the Monday prior to the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BPR no later than the Thursday prior to the weekend tournament.
8. Invoicing:
AR USSSA shall submit an invoice to the remittance address below no later than the Monday following each tournament.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

9. BPR agrees to pay the following rates for officials for the 2019 season:

Youth Baseball Umpire

7U & 8U games – 1 person crew	\$50.00 / game per official
9U – 18U games – 2 person crew	\$45.00 / game per official
Championship Fees	\$5.00 / championship game per official

Umpire – In – Chief \$5.00 / game slot

Tournament Assigning Fee \$2.00 / Team

Sanction Fee \$100.00 / tournament

Global Fee \$750.00 / tournament

NIT Fee \$750.00 / tournament

Per Team Fees

Qualifiers	\$25.00 / team
Global	\$30.00 / team
NIT	\$30.00 / team

Tournament Director Fees

Initial Director	\$20.00 / team
Additional Director	\$15.00 / hour
Per Day Fee	\$50.00 / day

Total Estimated Payments for 2019: \$64,080.00

10. AR USSSA understands that they, nor any of their umpires or officials, are employees of the City of Bentonville. AR USSSA is solely responsible for their employees, umpires or officials. AR USSSA is responsible for recruiting, training, evaluating, scheduling, and payment of umpires for all BPR baseball programs.
11. AR USSSA will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and Workman's Compensation insurance.
12. AR USSSA may be required to maintain insurance and provide proof of such.
13. All AR USSSA employees or officials providing the services to BPR, as described in this Memorandum of Understanding, are required to pass a mandatory background check prior to the start of the season or league play in order to participate. Background checks will be administered by the City of Bentonville.
14. In the event that an AR USSSA employee or official is not able to be present during a game, it is the responsibility of AR USSSA to provide and train a substitute. AR USSSA must notify BPR management of any substitutes in advance for approval.
15. Upon time of signing this Memorandum of Understanding, AR USSSA shall provide BPR with IRS Form W-9.
16. Not an Agent. It is understood that AR USSSA is not acting as agency for BPR and statutory immunity does not extend to AR USSSA's acts or omission.
17. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or AR USSSA.
18. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
19. AR USSSA and their personnel are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Date: _____

Date: _____

Mayor, City of Bentonville

President, Arkansas USSSA Sports (Signature)

President, Arkansas USSSA Sports (Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS UNITED STATES SPECIALTY SPORTS ASSOCIATION FOR PROVIDING BASEBALL UMPIRES FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas United States Specialty Sports Association for providing baseball umpires for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/26/2019</u>
Requested by:	<u>Lee Farmer</u>
Department:	<u>Parks and Recreation</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u></u>
Year & Model:	<u></u>
Serial #	<u></u>
To Be Purchased From:	<u>Bentonville Youth Softball League</u>
	<u></u>
	<u></u>
Amount:	
Base Amount:	<u>\$ 84,129.00</u>
Tax:	<u></u>
*Other:	<u></u>
TOTAL	<u>\$ 84,129.00</u>
* List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Bentonville Parks and Recreation utilizes a Bentonville Youth Softball League to schedule and pay individual youth softball officials directly for our recreational leagues and tournaments. BYSL invoices Parks and Recreation for these payments making this a much more efficient process. BYSL is the sole source provider in our area for this service.	
_____ Department Head	_____ Director of Finance & Administration

Memo



To: City Council, Mayor Orman
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 22, 2019
Re: BYSL – Softball Umpire/ Scorekeeper Provider

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Bentonville Youth Softball for providing umpires and scorekeepers for recreational softball.

Parks and Recreation utilizes a provider for umpires and scorekeepers for both tournaments and recreational league play. Bentonville Youth Softball is a volunteer board who oversees the operation of the youth softball programs offered by Bentonville Parks and Recreation. BYSL recruits, trains, schedules, and pays the umpires and scorekeepers for these programs. They in turn invoice BPR for those umpiring and scorekeeping services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact for the umpires and scorekeepers, which makes this process much more efficient.

The agreement attached, allows Parks and Recreation to enter into a contract with Bentonville Youth Softball for the service of providing umpires and scorekeepers for youth softball tournaments and recreational league play. Due to the demand and number of softball participants in these programs, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating paying BYSL \$84,129 for the service of providing umpires and scorekeepers. This expense is fully recovered through registration fees for this program.

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

Attachments:

Softball Umpire/Scorekeeper Provider Agreement



Memorandum of Understanding

To: Bentonville Youth Softball League

From: Bentonville Parks and Recreation

Date: January 25, 2019

Re: Softball Partnership for providing umpires and scorekeepers for Bentonville Parks and Recreation Programs in 2019.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Bentonville Youth Softball (BYSL) and Bentonville Parks and Recreation (BPR) for youth softball programs operated at Bentonville municipal parks.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on _____(month)_____(day), 20____.
2. BPR is responsible for managing youth softball programs, including but not limited to, leagues and tournaments, for citizens of Bentonville.
3. BPR will create marketing and registration material for leagues and tournaments, allowing for input and direction from BYSL where it pertains to umpires and participant's needs.
4. BPR will create all schedules for games / tournaments for programs, allowing for input and direction from BYSL where it pertains to umpires and participant's needs.
5. BYSL will be responsible for providing umpires and scorekeepers for softball events located in Bentonville public parks.
6. For league play, BPR is responsible for providing the following information to BYSL no later than the following timelines:
 - a. For league play, BPR will provide the dates of league play to BYSL no later than one month in advance of the beginning of the season.
 - b. For league play, BPR will provide a league schedule no less than one week prior to the beginning of league games.
 - c. For league play, BPR will allow a minimum of 48 hour notice to change in the schedule for reschedules due to inclement weather.

7. For tournament play, BPR is responsible for providing the following information to BYSL no later than the following timelines:
- a. For tournament play, BPR will provide the dates of tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for fall tournaments.
 - b. For tournament play, BPR will provide tournament start times and anticipated duration no later than the Monday prior to the weekend of the tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BYSL no later than the Thursday prior to the weekend of the tournament.
8. Invoicing:
 BYSL shall submit a signed invoice to the remittance address below bi-weekly on Mondays, with exact dates to be determined between BPR and BYSL prior to the season start, no later than 4:00 P.M.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

9. BPR agrees to pay the following rates to BYSL for officials during the 2019 season:

Youth Fastpitch Umpire (8U Games – 1-person crew)

(8U – 1-person crew)	All Time Limits	\$27.00 / Game per official
(10U-18U – 2-person crew)	0-70 Minutes	\$32.00 / Game per official
(10U-18U – 2-person crew)	71-80 Minutes	\$35.00 / Game per official
(10U-18U – 2-person crew)	81-90 Minutes	\$40.00 / Game per official

Scorekeeper

All age groups	All Time Limits	\$12.00 / Game
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Umpire – In – Chief \$1.00 / Game slot

Administrative Assigning Fee \$3.00 / Team

Estimated Total Payment for 2019: \$84,129.00

10. BYSL understands that they, nor any of their employees or officials, are employees of the City of Bentonville. BYSL is solely responsible for their employees and officials including the recruiting, training, evaluation, scheduling and payment of umpires and scorekeepers for all BPR softball programs.

11. BYSL will ensure all umpires are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
12. Upon time of signing this Memorandum of Understanding, BYSL shall provide BPR with IRS Form W-9.
13. BYSL may be required to maintain insurance and provide proof of such.
14. Not an Agent. It is understood that BYSL is not acting as an agency for BPR and statutory immunity does not extend to BYSL's acts or omission.
15. All BYSL employees or officials providing the services described in this Memorandum of Understanding are required to pass a mandatory background check prior to the start of the season in order to participate. Background checks will be administered by the City of Bentonville.
16. In the event that a BYSL umpire or scorekeeper is not able to be present during a game, it is the responsibility of BYSL to provide and train a substitute umpire or scorekeeper. BYSL must notify BPR management of any substitutes in advance for approval from BPR.
17. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or BYSL.
18. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your, or your employees.
19. BYSL, their employees and officials, are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any BYSL personnel exhibits behavior that is detrimental to the operation of the department.

Date: _____

Date: _____

Mayor, City Of Bentonville

President, Bentonville Youth Softball

(Signature)

President, Bentonville Youth Softball

(Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE BENTONVILLE YOUTH SOFTBALL ASSOCIATION FOR PROVIDING UMPIRES AND SCOREKEEPERS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Bentonville Youth Softball Association for providing umpires and scorekeepers for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK