



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, April 23, 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: April 9, 2019**

AGENDA

1. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas and making same a part of the City of Bentonville, and assigning same to wards. (Suite Spaces, LLC. and Tonia C. Birchfield)
(Pages 5-20)

2. Planning:

- 2a. **Ordinance changing real estate from R-1, Single Family Residential to C-2, General Commercial, Rose Properties, LLC, 1253 SW Regional Airport Blvd.**
(Pages 22-26)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas include uses that serve both nearby residents and the larger community. The site's compatibility with the Future Land Use Plan and adjacency to a major arterial road (Southwest Regional Airport Boulevard) may justify a rezoning to C-2, General Commercial.

- 2b. **Resolution adopting revisions to the Future Land Use Map to change real estate from Mixed Use to Light Industrial, Glass Investments, LLC, Southwest Rainbow Farm Road and Southwest Regional Airport Boulevard.**

(Pages 27-31)

The Planning Commission voted 7-0, recommending approval.

According to the applicant's narrative, they wish to pursue the Light Industrial land use to be able to provide warehouse space similar to the property located

south. The intent is to then transition to smaller commercial developments along the northern boundary, which borders the residential uses. The requested General Plan Amendment is potentially justified considering adjacent industrial uses to the south and the site's situation at the intersection of two arterial roads. Any future development, including screening requirements for the residential subdivision to the north, would require a rezoning and Large Scale Development approval.

3. **A)** Ordinance Amending the City of Bentonville Pay Plan to create, upgrade and eliminate certain positions within the City of Bentonville in order to better title positions and define organizational responsibilities within the Planning Department. **(Pages 32 & 35)**

B) Motion to authorize one additional headcount in a Building Inspector position. Please see attached memo. **(Pages 33-34)**
4. City Council approval of a resolution endorsing the installation of decade-themed artwork, designed and installed by students in the Bentonville Public School Ignite Program and funded by Runway NWA and the Walton Family Foundation, on public property located on the basketball courts at Memorial Park. The Public Art Advisory Committee and the Bentonville Parks and Recreation Board have approved the installation. The proposed artwork is attached. Written permission from the pac-man trademark owner is being requested. If it cannot be obtained, the alternate design will be used. **(Pages 36-42)**
5. Council approval of Mayor Orman's recommendation to appoint Lisa Kelley to the Airport Advisory Board. Ms. Kelley will be filling Tregg Brown's unexpired term. (Term expires 9/30/21) **(Pages 43-46)**
6. Public hearing and ordinance vacating a utility easement requested for Lot 137 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 47-50)**
7. Public hearing and ordinance vacating a utility easement requested for Lot 138 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 51-54)**
8. Public hearing and ordinance vacating a utility easement requested for Lot 142 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 55-58)**
9. Public hearing and ordinance vacating a utility easement requested for Lot 143 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 59-62)**
10. Public hearing and ordinance vacating a utility easement requested for Lot 161 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 63-66)**

11. Public hearing and ordinance vacating a utility easement requested for Lot 162 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 67-70)**
12. Public hearing and ordinance vacating a utility easement requested for Lot 169 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 71-74)**
13. Public hearing and ordinance vacating a utility easement requested for Lot 170 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 75-78)**
14. A resolution setting a Public Hearing for May 14, 2019 for a Utility Easement Vacation requested for Lot 2 of Straube Business Park. **(Pages 79-81)**
15. A resolution setting a Public Hearing for May 14, 2019 for a Utility Easement Vacation requested for Lot 7 of Straube Business Park. **(Pages 82-84)**
16. A resolution setting a Public Hearing for May 14, 2019 for an Alley ROW Vacation between Lot 149 and Lot 158 of Bentonville Original (307 & 401 West Central). **(Pages 85-93)**
17. A resolution granting and executing a Drainage Easement along Lot 4 of Eversole Addition for the Luxury I Street Apartments. **(Pages 94-99)**
18. City Council approval of a budget adjustment to accept and recognize a donation in the amount of \$15,000.00 from Drive with Care, Inc., for the purchase of RRFB's (rectangular rapid flashing beacons). The RRFB's will be installed by the Street Department near the Crosswalk located at the Tiger Blvd & NE Cub Circle intersection. **(Pages 100-106)**
19. An ordinance to waive the competitive bidding process to purchase of ISCO portable sampling and flow measuring equipment for the Wastewater Department from Instrument and Supply, Inc. in an amount not to exceed \$22,050.00. Instrument & Supply, Inc. is the sole source provider for ISCO in the state of Arkansas. ISCO samplers are currently in use at the wastewater treatment facility for influent and effluent sampling. Portable units are used for field sampling of domestic and industrial wastewaters and may also be necessary as back-up units for plant samplers. Electrical interfaces, computer programs, SCADA connections and tubing are brand specific, therefore, it would be neither feasible nor practical to purchase incompatible equipment. **(Pages 107-114)**
20. An ordinance to waive the competitive bidding process for the purchase of a Trojan UV disinfection control panel for the Wastewater Department to replace a 2006 Trojan control panel in an amount not to exceed \$25,050.00. Total price includes shipping, taxes complete UV system control panel, professional installation and staff training. Electrical interfaces, computer programs and SCADA connections are brand specific, therefore, it would be neither feasible nor practical to purchase incompatible equipment. Haynes Pump and Process is the sole source dealer in the state of Arkansas; a letter of verification is included. **(Pages 115-120)**

21. A resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Denali Water Solutions for legal hauling and documented disposal of dewatered biosolids from the wastewater plant. **(Pages 121-150)**
22. Bid award to Henard Utility Products Inc. in order to upgrade our existing camera truck in the amount of \$106,215.00. This is a budgeted item for 2019. **(Pages 151-178)**
23. Bid award for ROW maintenance to Upkeep Tree Service per the bid tab attached. Services will be on an as needed basis. This contract will be renewable for up to 3 years. **(Pages 179-181)**
24. A budget adjustment to accept and recognize a vehicle insurance settlement from Arkansas Municipal League and apply the settlement amount to our Vehicle Maintenance account. The settlement was the result of an April 2nd, 2019 on-duty accident involving one of our marked Tahoe police cars (2010-114). There were no injuries and our operator received the contributing factor. The settlement amount from ARML was \$7,263.32 after the \$1,000 deductible was applied. The settlement amount will cover the cost of repair. **(Pages 182-183)**
- 25a. Resolution authorizing the Mayor and City Clerk to amend the agreement with Hight Jackson for architectural services for the Administration Services Building to include a relocated Community Development Building and renovation of the current Community Development Building as City Hall. **(Pages 184-186)**
- 25b. Budget Adjustment for the contract amendment with Hight Jackson for architectural services to include a relocated Community Development Building and renovation of the current Community Development Building as City Hall. The budget adjustment is just an estimate. **(Pages 187-188)**
26. A resolution supporting a private ownership model for the Bentonville Animal Shelter. **(Pages 189-209)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Jim Wheeless

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. (Suite Spaces, LLC. and Tonia C. Birchfield)

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 a majority 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 15th day of March, 2019, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-601 et seq. of the Arkansas Code, finding that the petition met the requirements for annexation by a majority of property owners under those provision and directed the Clerk to forward the order to the City of Bentonville; and

WHEREAS, thirty days have passed since the County Judge entered his order and the City is thus authorized to complete the annexation,

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

Section 1. That the land described on the attached Exhibit "B," is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby accepted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward ____2____ of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

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

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

PASSED AND APPROVED THIS _____ **DAY OF** _____, **20**_____.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

EXHIBIT "A"

1. Parcel 15-15342-000

SUITE SPACES LLC-3308 SW 14TH ST

2. Parcel 15-15342-001

BIRCHFIELD, TONIA CLOUD-3310 SW 14TH ST

EXHIBIT "B"

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 20N, Range 31W, Benton County, Arkansas and more particularly described as follows.

Beginning at a point N $00^{\circ} 50'$ E, 40' and S $89^{\circ} 05' 48''$ E, 806.7' from the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, Township 20N, Range 31W.

Thence N $02^{\circ} 02' 42''$ E, 455.09';

Thence S $89^{\circ} 05' 00''$ E, 169.38';

Thence S $00^{\circ} 50' 00''$ W, 455';

Thence N $89^{\circ} 05' 03''$ W, 179.00' to the point of beginning.

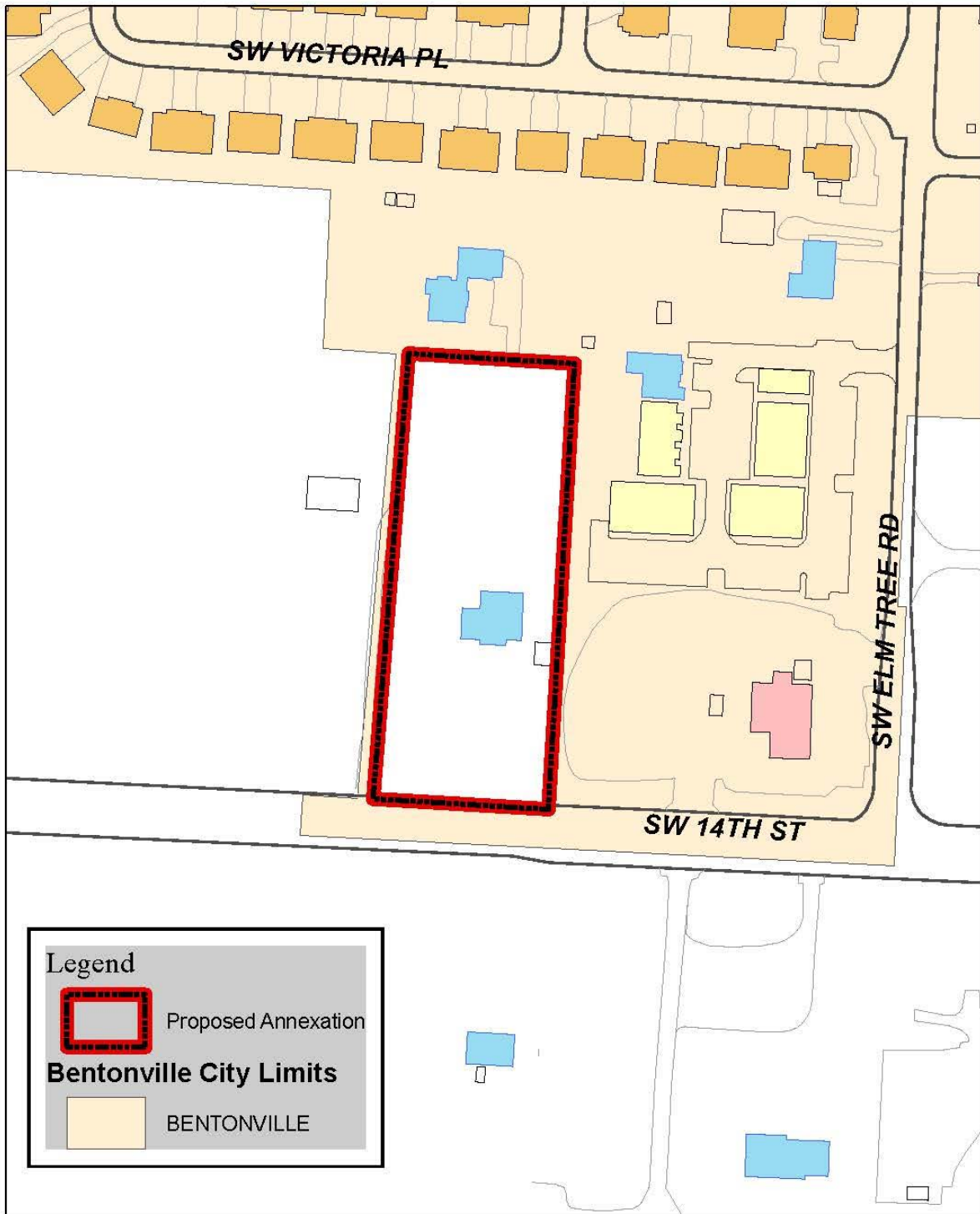


Exhibit "B"
Suite Spaces LLC.-Tonia C. Birchfield Annexation 1 inch = 125 feet



IN THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

IN THE MATTER OF ANNEXING TO THE
CERTAIN PROPERTY CONTIGUOUS TO
SAID CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS

CASE NO. CC 2019-02

SUITE SPACES, LLC and TONIA C BIRCHFIELD

PETITIONER(S)

NOTICE OF HEARING

Notice is hereby given that there has been filed in the County Court of Benton County, Arkansas, the Petition of Suite Spaces, LLC and Tonia C Birchfield asking for annexation to the City of Bentonville of the following described lands situated in Benton County, Arkansas, and contiguous to said City of Bentonville:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 20N, Range 31W, Benton County, Arkansas and more particularly described as follows,

Beginning at the point N 00° 50' E, 40' and S 89° 05' 48" E, 806.7' from the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, Township 20N, Range 31W.

Thence N 02° 02' 42" E, 455.09';

Thence S 89° 05' 00" E, 169.38';

Thence S 00° 50' 00" W, 455';

Thence N89°05'03"W, 179.00' to the point of the beginning

A map of said land proposed for annexation is on file with said Petition in the Office of the Clerk of said Court.

The Court has fixed the 15th day of March, 2019, at 10:00 o'clock a.m. as the date for a hearing on said Petition to be held in the Quorum Court Room, County Administration Building, 215 East Central Avenue, Bentonville, Arkansas. All interested persons desiring to be heard are now notified to be present at said Court at the time and date so fixed.

Petitioners

Suite Spaces, LLC
Tonia C Birchfield

ATTENTION: CATHY WILES, ADVERTISING DEPARTMENT
Northwest Arkansas Newspaper
Email: cwiles@nwadg.com

Date E-mailed: February 12, 2019

Annexation by Petition **CC 2019-02**

Date to be Published: Thursday, February 21, 2019,
Thursday, February 28, 2019, and
Thursday, March 7, 2019

Publication and Certification Statement should be sent to:

Name: City of Bentonville
Attn: Jim Wheelless

Address: 305 SW A Street
Bentonville, AR 72712

Phone: 479-271-5926

Please acknowledge receipt of this Notice. If you have any questions, please call the County Clerk's office at (479)-271-1013.

Thank you.

Betsy Harrell

FILED

2019 JAN 30 PM 2:26

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

IN THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

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

NO.

CC 2019-02

SUITE SPACES, LLC and TONIA CLOUD BIRCHFIELD

PETITIONERS

PETITION FOR ANNEXATION

Come now the undersigned Petitioners, and state as follows:

1. That Petitioners are a majority of the real estate owners (meaning a majority of the total number of owners who own more than one half ($\frac{1}{2}$) of the acreage affected) of property in Benton County, Arkansas, proposed to be annexed, which is described as follows:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 20N, Range 31W, Benton County, Arkansas and more particularly described as follows.

Beginning at a point N 00° 50' E, 40' and S 89° 05' 48" E, 806.7' from the SW Corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35, Township 20N, Range 31W.

Thence N 02° 02' 42" E, 455.09';

Thence S 89° 05' 00" E, 169.38';

Thence S 00° 50' 00" W, 455';

Thence N89°05'03"W, 179.00' to the point of beginning.

2. That the described property is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "A."
3. That Petitioners authorize Jim Wheelless to act on their behalf to complete this annexation process.
4. 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.

5. That the Arkansas Geographic Information System Office has been consulted concerning this proposed annexation and has issued a letter confirming that consultation which is attached hereto as Exhibit "B."

WHEREFORE, Petitioners pray that the land described be annexed into the City of Bentonville, and for all other proper relief.

FILED

2019 JAN 30 PM 2:26

BETSY HARNELL
CLERK
BENTON COUNTY, AR

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.

2019 JAN 30 PM 2:26

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

POPSY MARPALL
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.

[Redacted Signature]

Legal Representative of Property Owner,
Petitioner

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

15-15342-001
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 28 day of January, 2019, before me, the undersigned officer, personally appeared Tonya Brantley known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]
NOTARY PUBLIC

My Commission Expires:

Feb. 12, 2020



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 30 PM 2:26

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

DESSA
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.

[Redacted Signature]

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

MEMBER

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

15-15342-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 28 day of Jan, 2019, before me, the undersigned officer, personally appeared Christopher Lambert, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

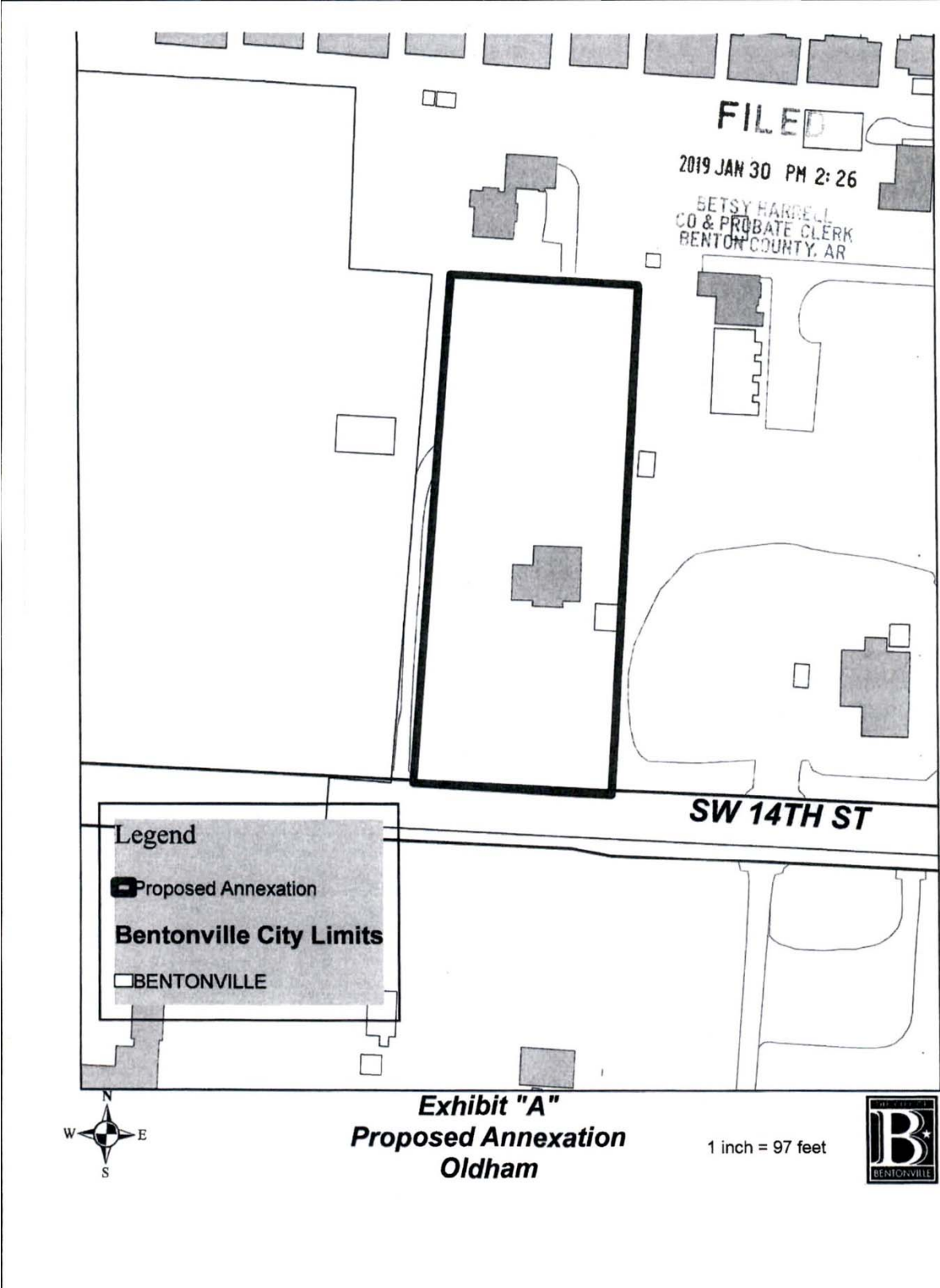
[Redacted Notary Signature]

NOTARY PUBLIC

My Commission Expires:

8/26/2025







**ARKANSAS
GIS OFFICE**

EXHIBIT "B"

FILED

2019 JAN 30 PM 2:26

BETSY HANRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

November 28, 2018

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

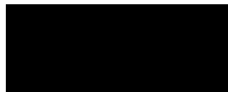
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Oldham Annexation" located in Section 35, Township 20 North, Range 31 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

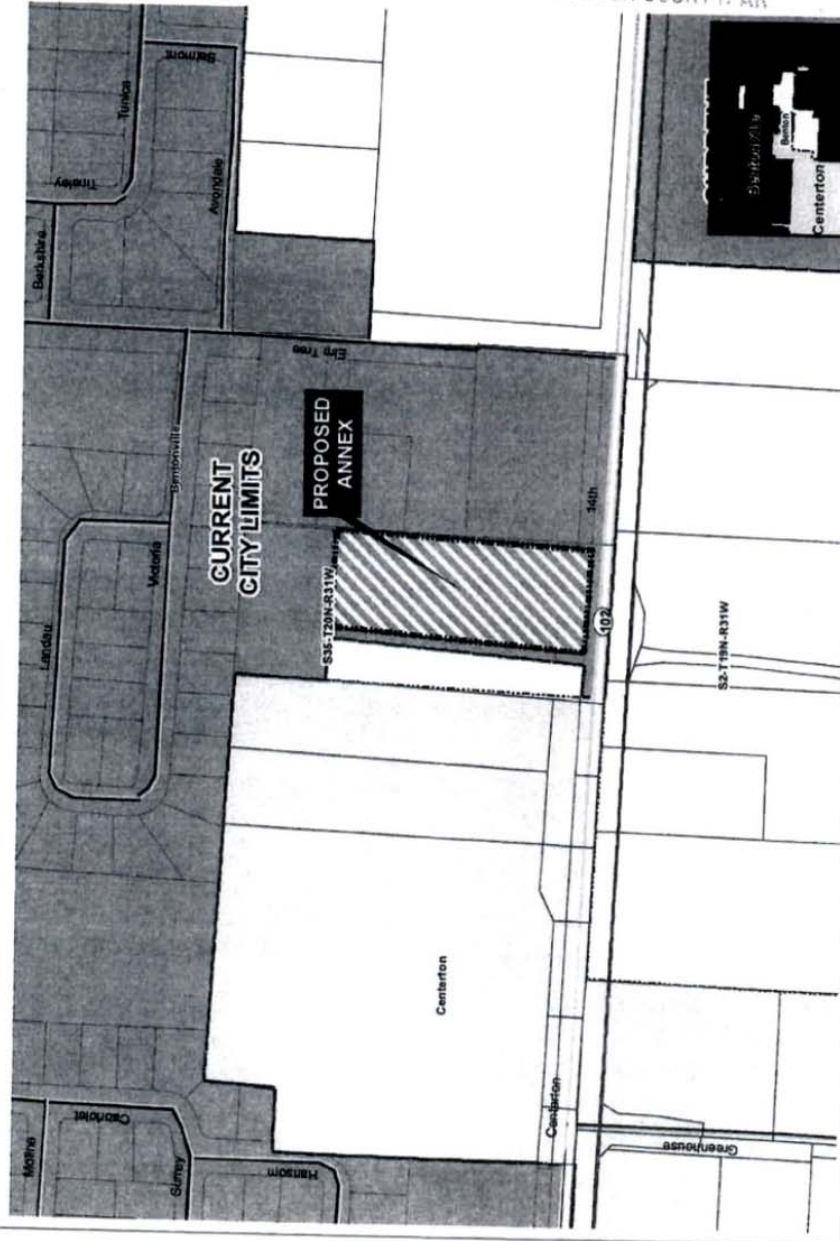
Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20181128\Doc\20181128_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

City: Bentonville
Mayor: Bob McCaslin

Below an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.



FILE
2019 JUN 30 PM 2:26
BETSY HARRILL
CO & PROBATE CLERK
BENTON COUNTY, AR

ARIZONA
DIS OFFICE

10323y Arxiv:1405.0103v1 [hep-th] 3 May 2014

FILED

Oldham Annexation
Exhibit "A"

2019 JAN 30 PM 2: 26

Part of the SE ¼ of the SW ¼ of Section 35, Township 20N, Range 31W, Benton County, Arkansas and more particularly described as follows.

BETSY HARNELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

Beginning at a point N 00° 50' E, 40' and S 89° 05' 48" E, 806.7' from the SW Corner of the SE ¼ of the SW ¼ of said Section 35, Township 20N, Range 31W.

Thence N 02° 02' 42" E, 455.09';

Thence S 89° 05' 00" E, 169.38';

Thence S 00° 50' 00" W, 455';

Thence N89°05'03"W, 179.00' to the point of beginning.



City Council Agenda Items
For City Council Meeting of April 23, 2019
From the April 16, 2019 Planning Commission Meeting

Ordinance changing real estate from R-1, Single Family Residential to C-2, General Commercial, Rose Properties, LLC, 1253 SW Regional Airport Blvd.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas include uses that serve both nearby residents and the larger community. The site's compatibility with the Future Land Use Plan and adjacency to a major arterial road (Southwest Regional Airport Boulevard) may justify a rezoning to C-2, General Commercial.

Resolution adopting revisions to the Future Land Use Map to change real estate from Mixed Use to Light Industrial, Glass Investments, LLC, Southwest Rainbow Farm Road and Southwest Regional Airport Boulevard.

The Planning Commission voted 7-0, recommending approval.

According to the applicant's narrative, they wish to pursue the Light Industrial land use to be able to provide warehouse space similar to the property located south. The intent is to then transition to smaller commercial developments along the northern boundary, which borders the residential uses. The requested General Plan Amendment is potentially justified considering adjacent industrial uses to the south and the site's situation at the intersection of two arterial roads. Any future development, including screening requirements for the residential subdivision to the north, would require a rezoning and Large Scale Development approval.

REZONING STAFF REPORT



Rose Properties, LLC

1253 SW Regional Airport Blvd

PC Date: 4/16/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0009
Applicant / Current Owner	Rose Properties, LLC PO Box 65 Bentonville, AR 72712
Site Area	+/- 0.9 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located south of Southwest Regional Airport Boulevard and west of Southwest Eden Brooke Street. The property is currently zoned R-1, Single Family Residential. Adjacent zonings are C-2, General Commercial to the north and C-1, Neighborhood Commercial to the east, south, and west.

Projected Traffic Impact

The proposed rezoning does not have the potential to impact traffic in the area.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as General Commercial. These areas include uses that serve both nearby residents and the larger community.

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

Analysis

The site's compatibility with the Future Land Use Plan and adjacency to a major arterial road (Southwest Regional Airport Boulevard) may justify a rezoning to C-2, General Commercial.

Location Map





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

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

3/5/19

City of Bentonville
Planning Commission
315 SW A Street
Bentonville, AR 72712

RE: Animal Hospital of Bentonville – Rezoning Request
1253 SW Regional Airport Blvd
Bentonville, AR 72712

To Bentonville Planning Commission:

This letter is a formal request for the rezoning of parcel No. 01-07948-000 from R-1 Single Family Residential zoning to C-2 General Commercial. Rose Properties, LLC. owns the property as of January 11, 2019. The intent is to transform this existing residence into an animal hospital which will fit into the nearby land uses.

Hours of operation will be between 7:30am and 6:00pm, Monday – Friday and 8:00am to 12:00pm on Saturdays. The client anticipates on average 30- 40 clients per day. At any given time, there will be between 8 and 10 employees on site. No animals are expected to be boarded at this location. The client wishes to paint the exterior of the building and plans for a monument type sign similar to the example shown on the attached exhibit (A). The site is currently connected to water and sewer and has adequate connection possibilities for water and sewer. There is an 18" waterline and a force main running parallel across the northern edge of the site. Other than a sewer holding tank, water and sewer requirements for this site are not expected to increase.

We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to call.

Respectfully submitted,

Jacob Shy
Project Manager
CEI Engineering Associates, Inc.



019.03.07 16:21:15-08'00'

Solutions for Land and Life

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

Exhibit A: Sign Example



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0009).

WHEREAS, Rose Properties, 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-1, Single Family Residential 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 NE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 2638.56 FEET AND N 89°58'02" E 274.00 FEET FROM THE SW CORNER OF THE EAST HALF OF THE SE 1/4 OF SAID SECTION 12, SAID POINT BEING IN THE CENTER OF ARKANSAS STATE HIGHWAY 12; THENCE N 89°58'02" E 173.30 FEET; THENCE SOUTH 235 FEET; THENCE 89°58'02" W 173.30 FEET; THENCE NORTH 235 FEET TO THE POINT OF BEGINNING. SUBJECT TO STATE HIGHWAY 12 ON THE NORTH SIDE THEREOF. LESS AND EXCEPT: THAT PORTION DEEDED TO THE CITY OF BENTONVILLE, IN DEED BOOK 2009 AT PAGE 18450, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT, ALSO BEING ON THE EXISTING SOUTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY NO. 12 (SW REGIONAL AIRPORT BOULEVARD) PER AHTD JOB# 090138; THENCE ALONG SAID SOUTH RIGHT OF WAY S 87°08'29" E A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY S 87°08'29" E A DISTANCE 6.00 FEET TO POINT ON SAID EXISTING SOUTH RIGHT OF WAY, THENCE LEAVING SAID SOUTH RIGHT OF WAY S 02°03'34" W A DISTANCE OF 5.71 FEET TO A POINT, THENCE N 87°56'28" W A DISTANCE OF 6.00 FEET TO A POINT; THENCE N 02°03'34" E A DISTANCE OF 5.79 FEET TO THE POINT OF BEGINNING, ALSO: COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT, ALSO BEING ON THE EXISTING SOUTH RIGHT OF WAY OF ARKANSAS STATE

HIGHWAY NO. 12 (SW REGIONAL AIRPORT BOULEVARD) PER AHTD JOB# 090138; THENCE ALONG SAID SOUTH RIGHT OF WAY N 87°08'29" W A DISTANCE OF 10.51 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT OF WAY S 01°28'11" W A DISTANCE OF 5.96 FEET TO A POINT; THENCE N 88°31'49" W A DISTANCE OF 6.00 FEET TO A POINT, THENCE N 01°28' 11" E A DISTANCE OF 6.11 FEET TO A POINT ON SAID EXISTING SOUTH RIGHT OF WAY, THENCE ALONG SAID SOUTH RIGHT OF WAY S 87°08'29" E A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESERVATIONS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 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-1, Single Family Residential 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-1, Single Family Residential 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.

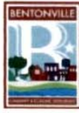
APPROVED:

ATTEST:

MAYOR

CITY CLERK

GENERAL PLAN AMENDMENT STAFF REPORT



Glass Investments, LLC

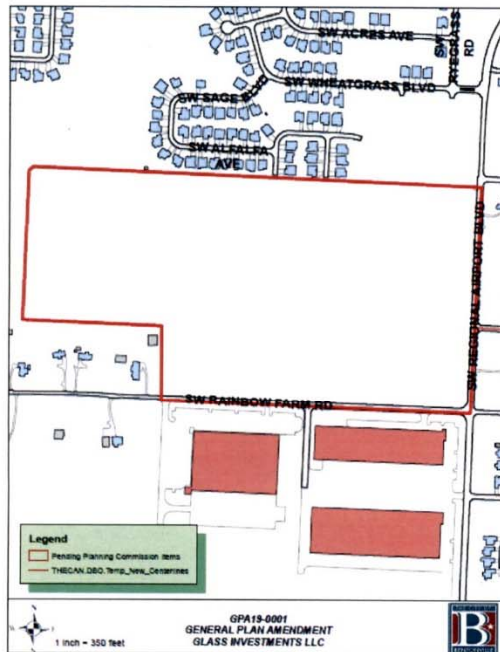
SW Rainbow Farm Rd and SW Regional Airport Blvd
PC Date: 4/16/2019

Reviewer: Ali Worley, Planning Technician

Project Number	GPA19-0001
Applicant/ Current Owner	Glass Investments, LLC 17 Glenbrook Bentonville, AR 72712
Site Area	+/- 71.26 acres
Current Zoning	A-1, Agricultural
Current Future Land Use Map Designation	Mixed Use (MU)
Requested Future Land Use Map Designation	Light Industrial

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

Location Map



Property Description

The property is located north of Southwest Rainbow Farm Road and west of Southwest Regional Airport Boulevard. Adjacent zonings are R-1, Single Family Residential to the north, I-1, Light Industrial to the south, R-O, Residential Office to the east, and county land to the west. Adjacent land uses are Low-Density Residential to the north, Residential Estate to the north, east, and west, and Light Industrial to the south.

Projected Traffic Impact

Traffic impacts will be assessed at the time of development and must adhere to the city's Access Management Standards.

Relationship to the General Plan

According to the applicant's narrative, they wish to pursue the Light Industrial Land Use Plan to be able to provide warehouse space similar to the property located south. The intent is to then transition to smaller commercial developments along the northern boundary, which borders the residential uses.

Analysis

The requested General Plan Amendment is potentially justified considering adjacent industrial uses to the south and the site's situation at the intersection of two arterial roads. Any future development, including screening requirements for the residential subdivision to the north, would require a rezoning and Large Scale Development approval.



Mr. Jon Stanley
City of Bentonville – Planning
305 SW A Street
Bentonville, AR 72758

March 11, 2019

**Re: Parcel # 01-07932-000
SW Rainbow Farms Rd + Hwy 12
General Plan Amendment**

Jon,

Please find below the responses to each of the questions asked of for the request of General Plan Amendment.

- Reasons for initiation of this proposal. Has information become available that was not available at the time of adoption of the Future Land Use Map? Or, since its adoption, has land use in the area changed? **Mixed Use is geared towards commercial. The property owner has interest in providing commercial buildings adjacent to residential lots but would like majority of the property developed as Light Industrial, similar to the south side of SW Rainbow Farms Rd. Light Industrial land use would better facilitate the property owners needs of providing both commercial and industrial products.**
- How will this change impact the land use and character of the property in question and surrounding areas? **Mixed Use tends to have higher volume traffic flow and density. The land use change to Industrial would lower both and therefore not be a great impact to the surrounding areas. Care will be taken to provide adequate separation from the residential property to the north.**
- How is the property more suitable for the proposed land use designation than for the current land use classification presented on the Future Land Use Map? **It completes the infill of the industrial use property in this primarily light industrial zoned area.**
- Would the uses permitted by the proposed change be detrimental in any way to the surrounding property? **Light Industrial brings more of a warehouse or lower impact than a heavy industrial use. With what has been proposed on similar zoned property our opinion is it would not be detrimental.**
- What are the alternative courses of action if the proposed land use change is not approved? **Request a rezone of a portion of the property to be Light Industrial (I-1).**
- What are your plans for the property if the proposed land use change is approved? **Rezone the property to I-1 since it is currently A-1 to set up for a future warehouse similar to south of SW Rainbow Farms Rd.**

2407 SE COTTONWOOD ST STE 1
BENTONVILLE AR 72712
479 273 2209

Jon Stanley
March 11, 2019
Page 2 of 2

- What alternatives other than changing the land use designation have been discussed? [None, the property owner would like to present light industrial to the Planning Commission in steps to rezone the property to I-1.](#)
- Is there any other additional information that is pertinent to support this request? [The property owner is aware of the residential properties to the north. The plan as it is now is to provide additional warehouse space, similar to the south of SW Rainbow Farms and then transition to smaller commercial developments along the north boundary.](#)

If you should have any questions, please feel free to contact me at (479) 273-2209

Sincerely,

Morrison-Shipley Engineers, Inc.



Patrick Foy
Project Manager

RESOLUTION NO. _____

**AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP
OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS
PRESENT LAND USE CLASSIFICATION OF MIXED-USE TO LIGHT
INDUSTRIAL (PROJECT NUMBER: GPA19-0001).**

WHEREAS, Glass Investments, 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 land use classification of Mixed-Use to Light Industrial on the City of Bentonville Future Land Use Map, which property is described as follows:

LOCATED IN A PART OF THE SE1/4 OF THE SE1/4 AND IN A PART OF THE SW1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST IN BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE SE CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 10 FOR THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTH LINE OF THE SE1/4, NORTH 87 DEGREES, 50 MINUTES, 07 SECONDS WEST, 1799.92 FEET; THENCE NORTH 00 DEGREES, 10 MINUTES, 23 SECONDS EAST, 435.26 FEET; THENCE NORTH 87 DEGREES, 32 MINUTES, 12 SECONDS WEST, 801.44 FEET; THENCE ALONG THE WEST LINE OF THE SW1/4 OF THE SE1/4, NORTH 02 DEGREES, 15 MINUTES, 30 SECONDS EAST, 862.27 FEET; THENCE NORTH 47 DEGREES, 26 MINUTES, 31 SECONDS EAST, 32.55 FEET; THENCE ALONG THE NORTH LINE OF THE S1/2 OF THE SE1/4, SOUTH 87 DEGREES, 35 MINUTES, 57 SECONDS EAST, 2603.38 FEET; THENCE ALONG THE EAST LINE OF THE SE1/4 OF THE SE1/4, SOUTH 02 DEGREES, 39 MINUTES, 45 SECONDS WEST, 1313.67 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO A 30 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT NO. 96-88492, THE RIGHT OF WAY OF ARKANSAS STATE HIGHWAY #12 AND RAINBOW FARM ROAD (BENTON COUNTY, #574) AND ANY OTHER EASEMENTS OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 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 future land use classification as presented on the property be changed.

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 land use classification of Mixed-Use to Light Industrial on the Future Land Use Map.

Section 2: 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

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Administration

Department

Administration

Phone

479-271-3112

ACTION REQUIRED:

A) Ordinance Amending the City of Bentonville Pay Plan to create, upgrade and eliminate certain positions within the City of Bentonville in order to better title positions and define organizational responsibilities within the Planning Department.

B) Motion to authorize one additional headcount in a Building Inspector position. Please see attached memo.

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: Staff/City Council
From: Mayor Orman
CC:
Date: April 18, 2019
Re: Building Better in Bentonville

Staff

The goal with the following plan is to more effectively and efficiently deliver services to our customers and position Bentonville as a catalyst for strong and responsible community and economic development. The information contained in this memo aims to address the current organizational challenges within our Planning Department, the need for better Community Relations and provide a space for Planning Staff to better work with other departments. The ultimate goal for the City with this plan is to operate in the most effective and efficient manner for the public, while also creating a better working environment for our staff.

As a department, the City of Bentonville Planning Department has a long tradition of working honestly and diligently to serve the public. However, growth, organizational challenges and the separation of planning from other key departments has created some unintended consequences. The ability to easily get all question answered in one facility and have clearly defined job roles and decision –making ability is what the goal of this plan is. The plan is designed to ultimately provide staff with clearer direction, improve service and communication to our residents and area developers and do so in a manner that efficiently utilizes taxpayer dollars.

Step One

First, we will be seeking to better title positions and define organizational responsibilities within our Planning Department for 3 key roles.

The following job titles would be created within the City of Bentonville Pay Plan:

Community Relations and Economic Development Director

Comprehensive Planning Manager

Planning and Building Services Director

The following position will be upgraded within the City of Bentonville Pay Plan:

Planning Services Manager

The following job titles would be eliminated from the City of Bentonville Pay Plan:

Community Development Director	(Grade 38)
Economic Development Coordinator	(Grade 36)
Chief Building Official (Established in 2019 but not filled)	(Grade 34)

This reorganization is not meant to lessen the work currently being performed by our work forces, nor diminish those efforts. Neither is it intended that any employee will lose his or her job because of this restructuring plan. Careful consideration of employees, work flow and budget has been taken into account to make this recommendation better for the City and all positions involved.

Step Two

Provide a space for the Planning Department to better work together and make the best use of time for both staff and customers. Placing our Planning Department within our current Public Works Facility would combine all Utilities, Engineering, Planning Staff, GIS and Inspection staff to provide a One-Stop Service to commercial and residential development. This includes beginning to end support for these areas. This will allow for Building Better in Bentonville and provide a streamlined process of zoning, platting, obtaining permits and inspections. In conjunction with our recently implemented Trakit System, this plan is one more step to provide customers with a streamlined customer experience. By removing communication obstacles at all levels of the development review process, developing and implementing new business practices to improve the customer experience and fostering a culture of continual improvement within the City's development review departments, this One Stop Shop Approach is designed to provide a uniform plan review.

This move will also allow us to repurpose the current Community Development Building to become the new City Hall. The approved sell of our current City Hall means we must relocate. Repurposing the current Community Development facility into a redesigned City Hall offers a more efficient use of City space and City Resources.

Step Three

After speaking with staff and reviewing the increase in building inspections, I am also recommending adding a Building Inspector to the Planning Department. This job addition is needed and easily justified when you look at the volume of inspections this department continues to see year over year.

The Process

This plan will be presented to City Council at the April 23rd, 2018 City Council meeting. We will be seeking their approval to move forward with implementation. Staff feedback is important to this process. I welcome questions and invite you to visit with me in person regarding this memo.

Please call me at 479-271-5966 or e-mail me at sorman@bentonvllear.com if you have any questions.

Thank you for your consideration of this request.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF
BENTONVILLE PAY PLAN TO CREATE, UPGRADE AND
ELIMINATE CERTAIN TITLES WITHIN THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That the following job titles should be and the same are hereby created
within the City of Bentonville Pay Plan:

Community Relations and Economic Development Director	(Grade 38)
Comprehensive Planning Manager	(Grade 35)
Planning and Building Services Director	(Grade 38)

Section 2: That the following position should be and the same is hereby upgraded
within the City of Bentonville Pay Plan:

Planning Services Manager (Grade 35)	Upgrade to (Grade 36)
--------------------------------------	-----------------------

Section 3: That in consideration of the new titles created in Section 1, the following
job titles should be and the same are hereby eliminated from the City of Bentonville Pay Plan:

Community Development Director	(Grade 38)
Economic Development Coordinator	(Grade 36)
Chief Building Official (established in 2019 but not filled)	(Grade 34)

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:

April 23, 2019

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department Planning Services

Phone 271-6822

ACTION REQUIRED:

City Council approval of a resolution endorsing the installation of decade-themed artwork, designed and installed by students in the Bentonville Public School Ignite Program and funded by Runway NWA and the Walton Family Foundation, on public property located on the basketball courts at Memorial Park. The Public Art Advisory Committee and the Bentonville Parks and Recreation Board have approved the installation. The proposed artwork is attached. Written permission from the pac-man trademark owner is being requested. If it cannot be obtained, the alternate design will be used.

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

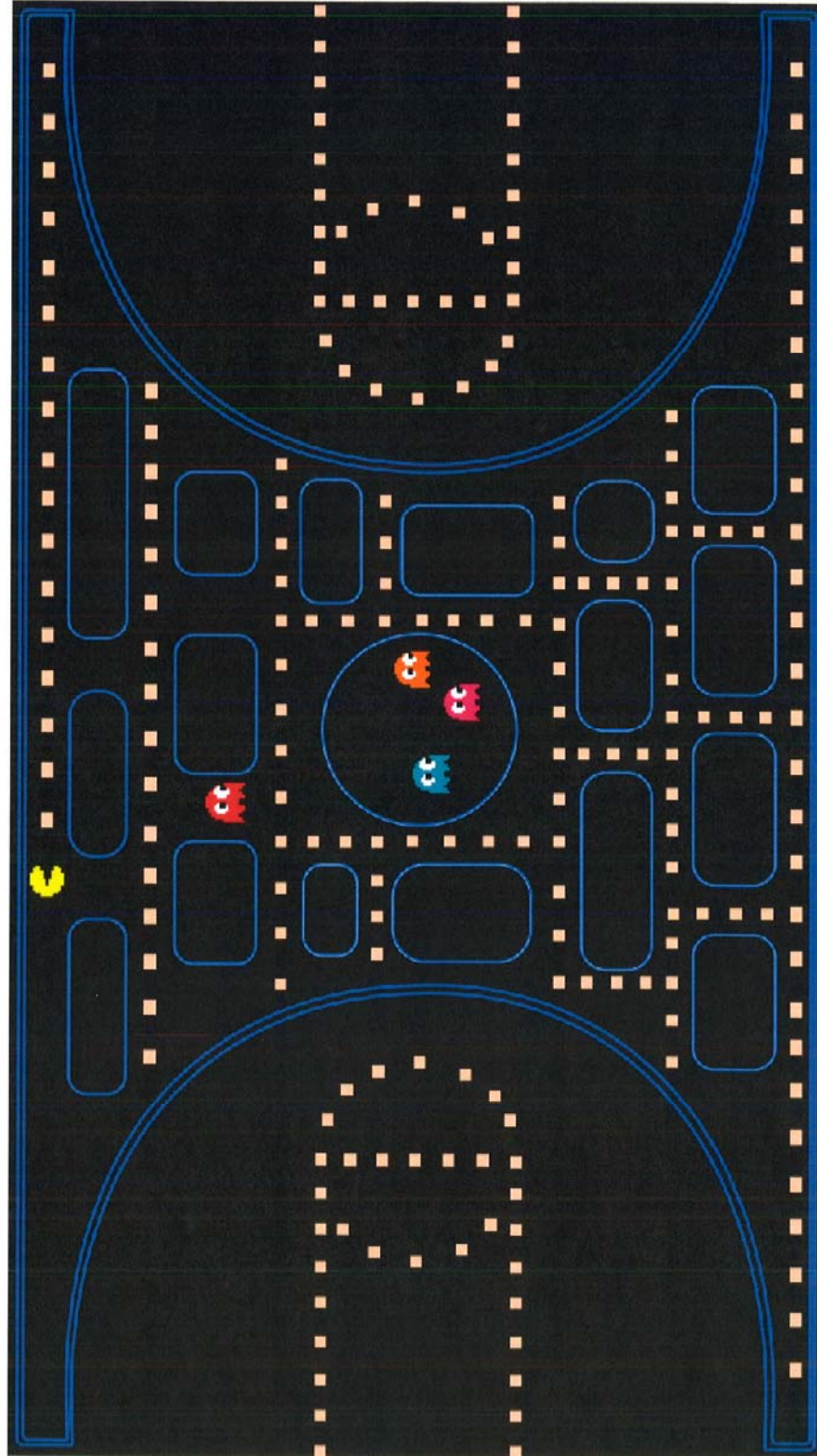


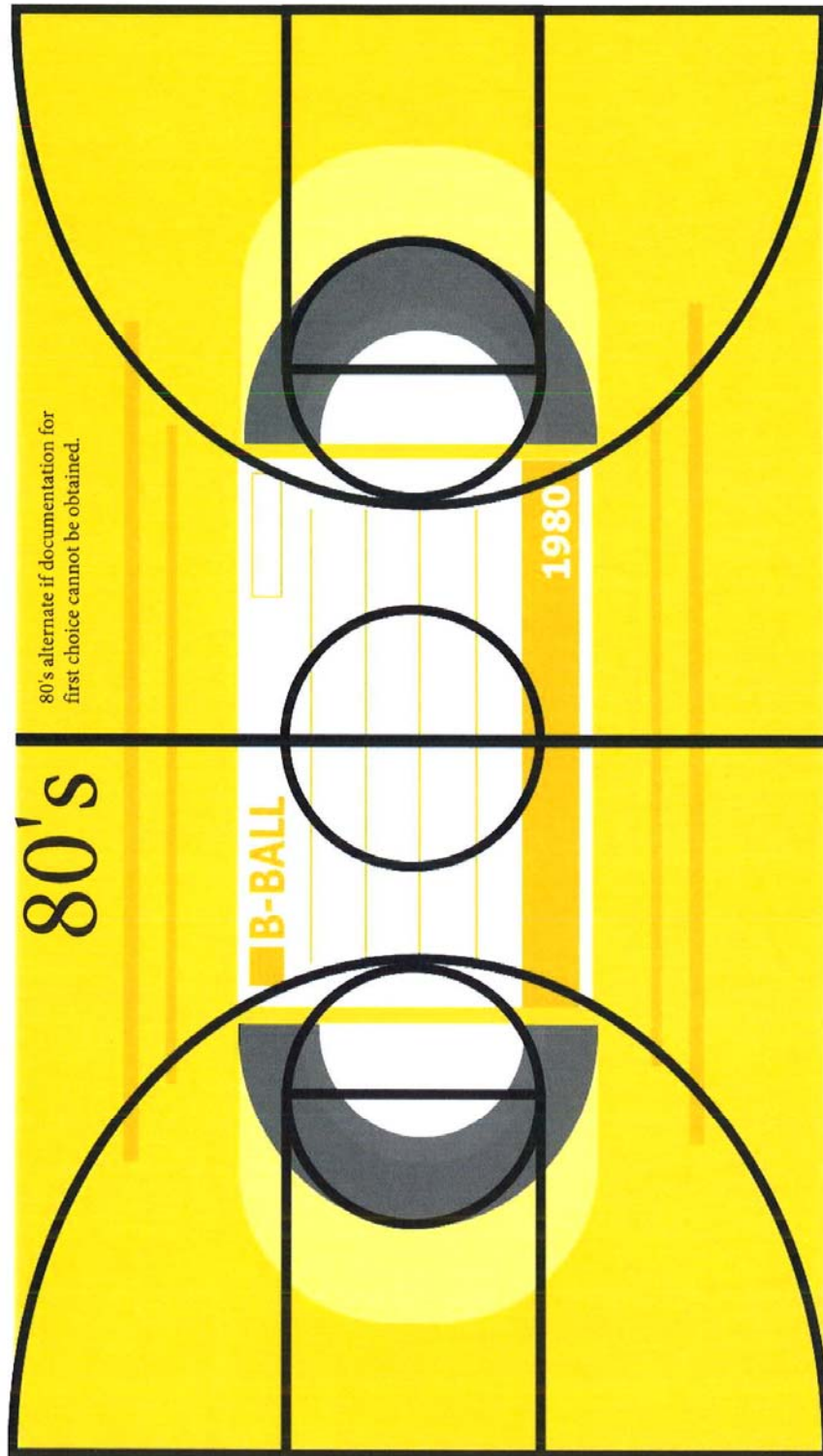
70'S



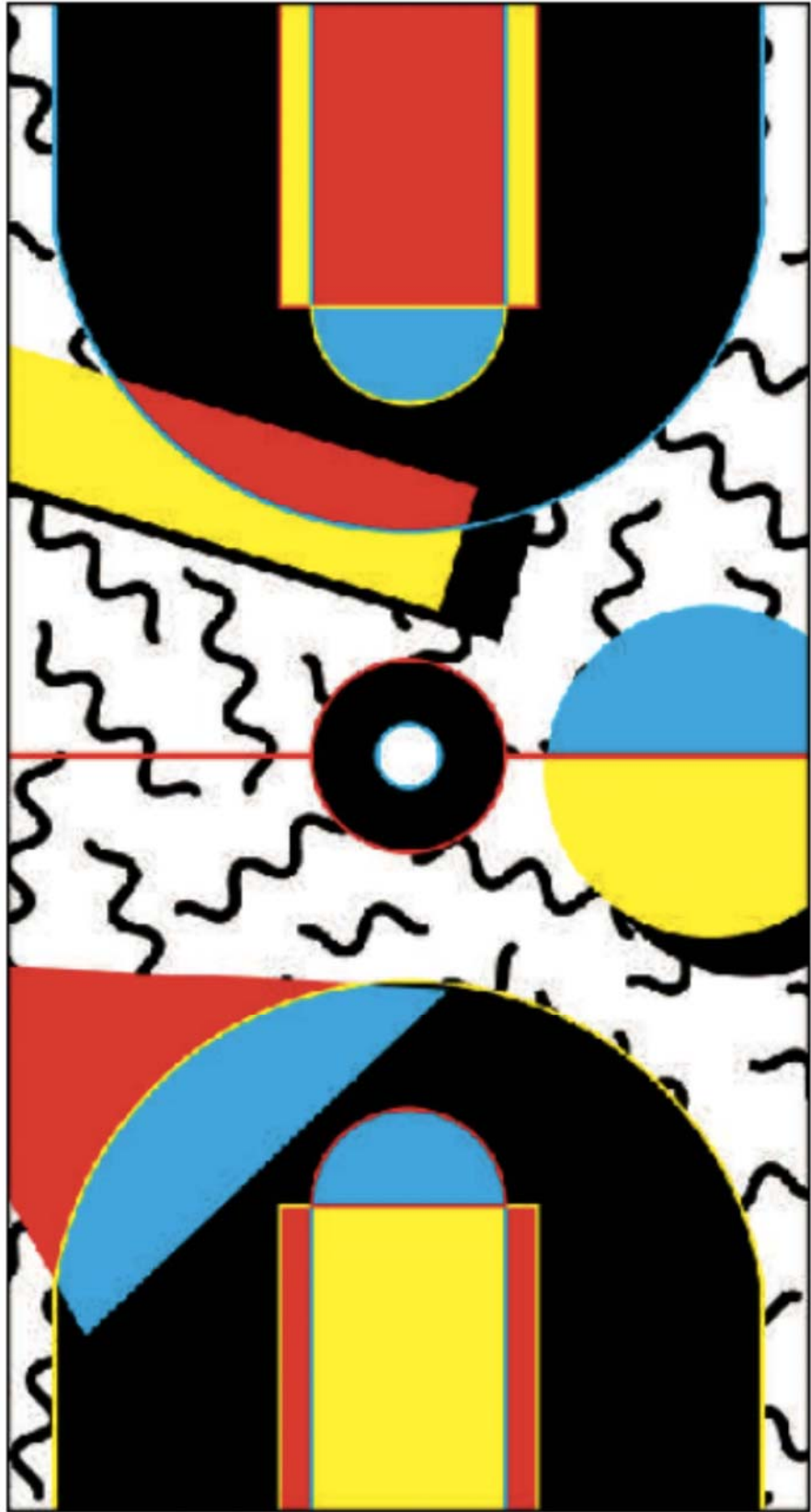
80'S

First design choice pending written
permission from trademark owner or written
legal opinion that such design does not
infringe on copyright or trademark.



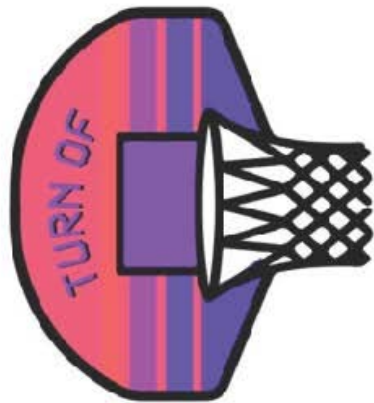


90's





2000's



RESOLUTION NO. _____

A RESOLUTION ENDORSING THE INSTALLATION OF DECADE-THEMED ARTWORK, DESIGNED AND INSTALLED BY STUDENTS IN THE BENTONVILLE PUBLIC SCHOOL IGNITE PROGRAM AND FUNDED BY RUNWAY NWA AND THE WALTON FAMILY FOUNDATION, ON PUBLIC PROPERTY LOCATED ON THE BASKETBALL COURTS AT MEMORIAL PARK.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee approved the conceptual design and location on the basketball courts at Memorial Park on April 9, 2019; and,

WHEREAS, the Bentonville Parks and Recreation Advisory Board approved the conceptual design and location on the basketball courts at Memorial Park on March 4, 2019; and,

WHEREAS, Runway NWA and the Walton Family Foundation are funding the installation;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of decade-themed artwork designed and installed by students in the Bentonville Public Schools Ignite Program and funded by Runway NWA and the Walton Family Foundation, on public property located on the basketball courts at Memorial Park, as shown in Attachment A.

PASSED and APPROVED this _____ day of _____, 2019

APPROVED

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Mayor Orman

Department

Administration

Phone

271-3112

ACTION REQUIRED:

Council approval of Mayor Orman's recommendation to appoint Lisa Kelley to the Airport Advisory Board. Ms. Kelley will be filling Tregg Brown's unexpired term. (Term expires 9/30/21)

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





April 17, 2019

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Lisa Kelley to the City of Bentonville's Airport Advisory Board.

I recommend Lisa Kelley for appointment to the City of Bentonville's Airport Advisory Board. Ms. Kelley will be filling Tregg Brown's unexpired term that ends on September 30, 2021.


Stephanie Orman

From: Tregg Brown

Date: February 8, 2019 at 7:48:30 AM CST

To: Charles Chadwick

Subject: Re: Hey Charles....wanted to see if you had some time to talk tomorrow

Charles:

Just want you to know I need to resign from to airport board. I wish it were different but the current day and time of the meetings are not such that I'm confident I could make a critical number of meetings.

I wish you and the board all the best.

Tregg Brown

RECEIVED APR 12 2019



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

I moved to downtown Bentonville from Little Rock to attend law school at Fayetteville - yes, I elected to commute from Bentonville to Fayetteville in 1996 because I fell in love with the town. I am in my 20th year of practice, handling wills and trusts, real estate, business, contracts and mediation, and have owned my firm on Main Street since 2003. For the past decade, I have served as a certified mediator, helping the courts and parties resolve their cases. I moonlight as a writer with an award-winning column, My Roots are Showing, in its 7th-year run in the Northwest Arkansas Democrat Gazette. A Benton County Certified Master Gardener for 16 years and a good ol' Southern gal all my life, I now live off the Bentonville Square with my beloved dog, fish, cats, and huge rabbits named Gus and Woodrow in honor of the greatest Western ever made. I claim a high level of mediocrity in a variety of hobbies, and was once bitten by a camel.

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

While I have had an interest in aviation since childhood and briefly had a crush on Chuck Yeager, I am not a licensed pilot. I believe I would be an asset to the board given my love of our community, knowledge of contracts and property law, agility at mediating differences, general business acumen, and ability to write and speak with relative ease. I would be honored to lend my time if I may be of service.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 137 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

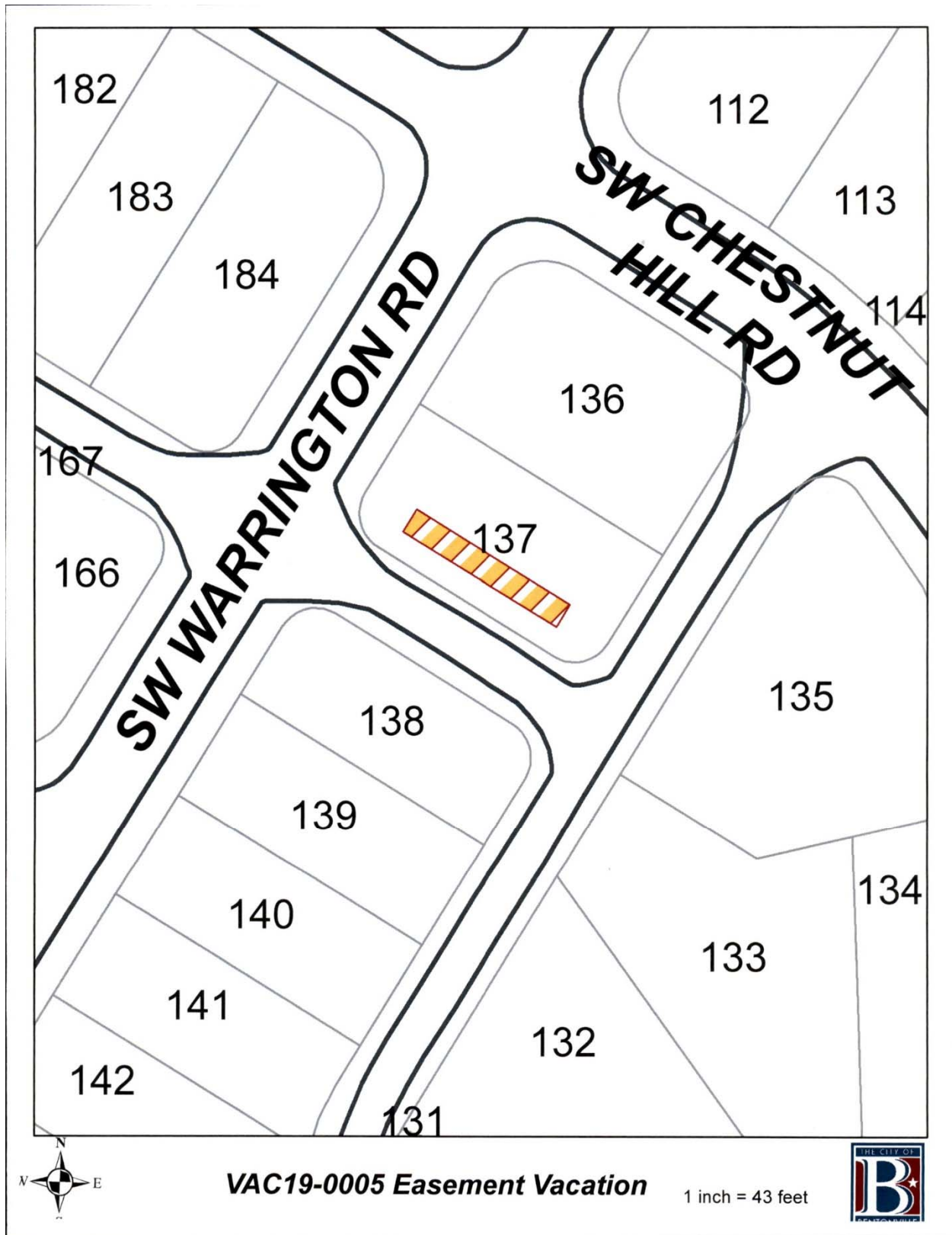
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6403 SW WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NE CORNER OF LOT 137; THENCE N58°21'49"W 20.00'; THENCE S31°42'11"W 34.62' TO THE POB; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 68.97'; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 68.97' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NE CORNER OF LOT 137; THENCE N58°21'49"W 20.00'; THENCE S31°42'11"W 34.62' TO THE POB; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 68.97'; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 68.97' TO THE POB.

Section 2: A copy of this Ordinance, 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		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 138 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

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	\$ -

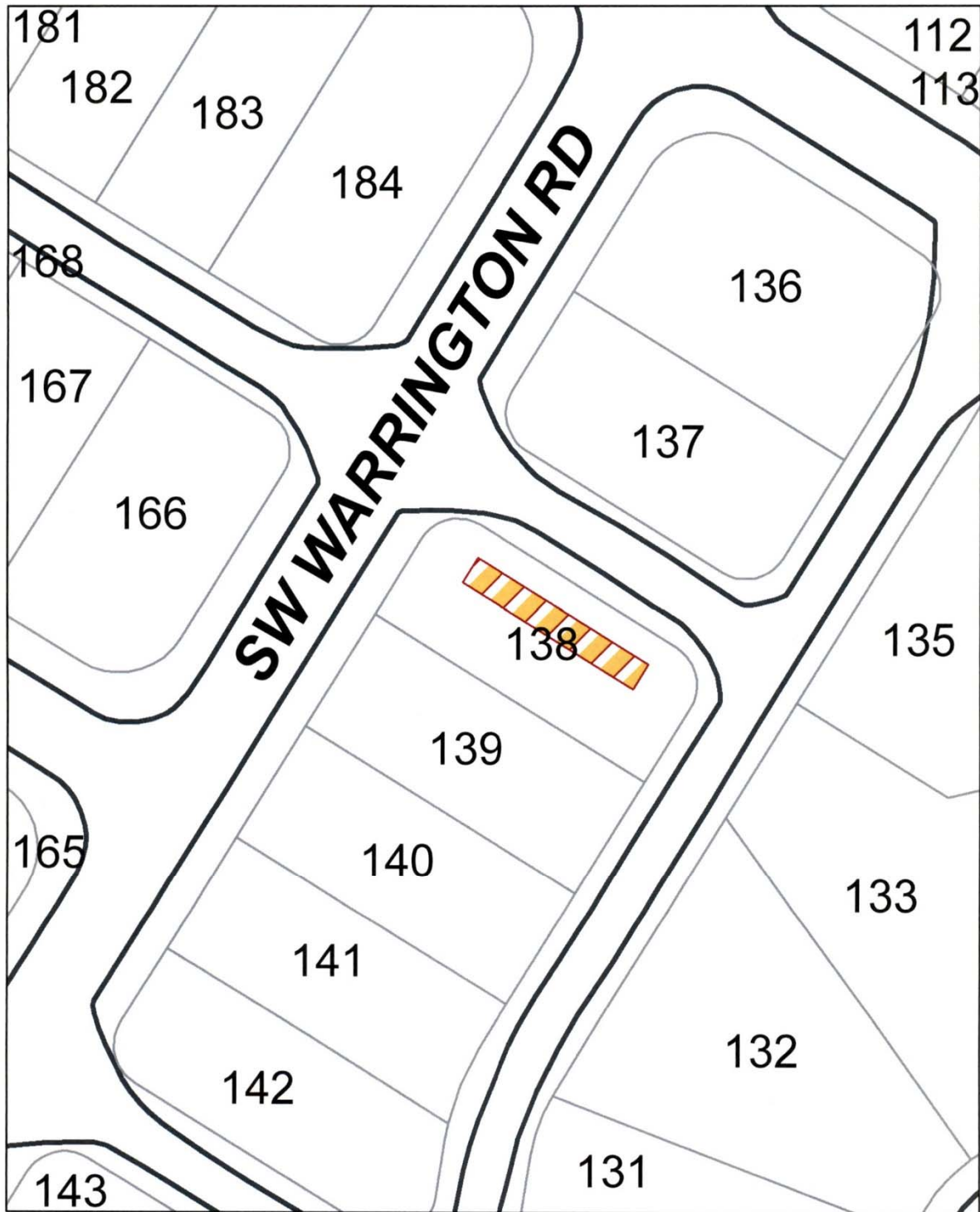
This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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



PLEASE RECYCLE





VAC19-0006 Easement Vacation

1 inch = 42 feet



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6405 SW WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SE CORNER OF LOT 138; THENCE N58°17'49"W 20.00'; THENCE N31°42'11"E 25.07' TO THE POB; THENCE N58°17'49"W 68.97'; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 68.97'; THENCE S31°42'11"W 10.00' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SE CORNER OF LOT 138; THENCE N58°17'49"W 20.00'; THENCE N31°42'11"E 25.07' TO THE POB; THENCE N58°17'49"W 68.97'; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 68.97'; THENCE S31°42'11"W 10.00' TO THE POB.

Section 2: A copy of this Ordinance, 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		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 142 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

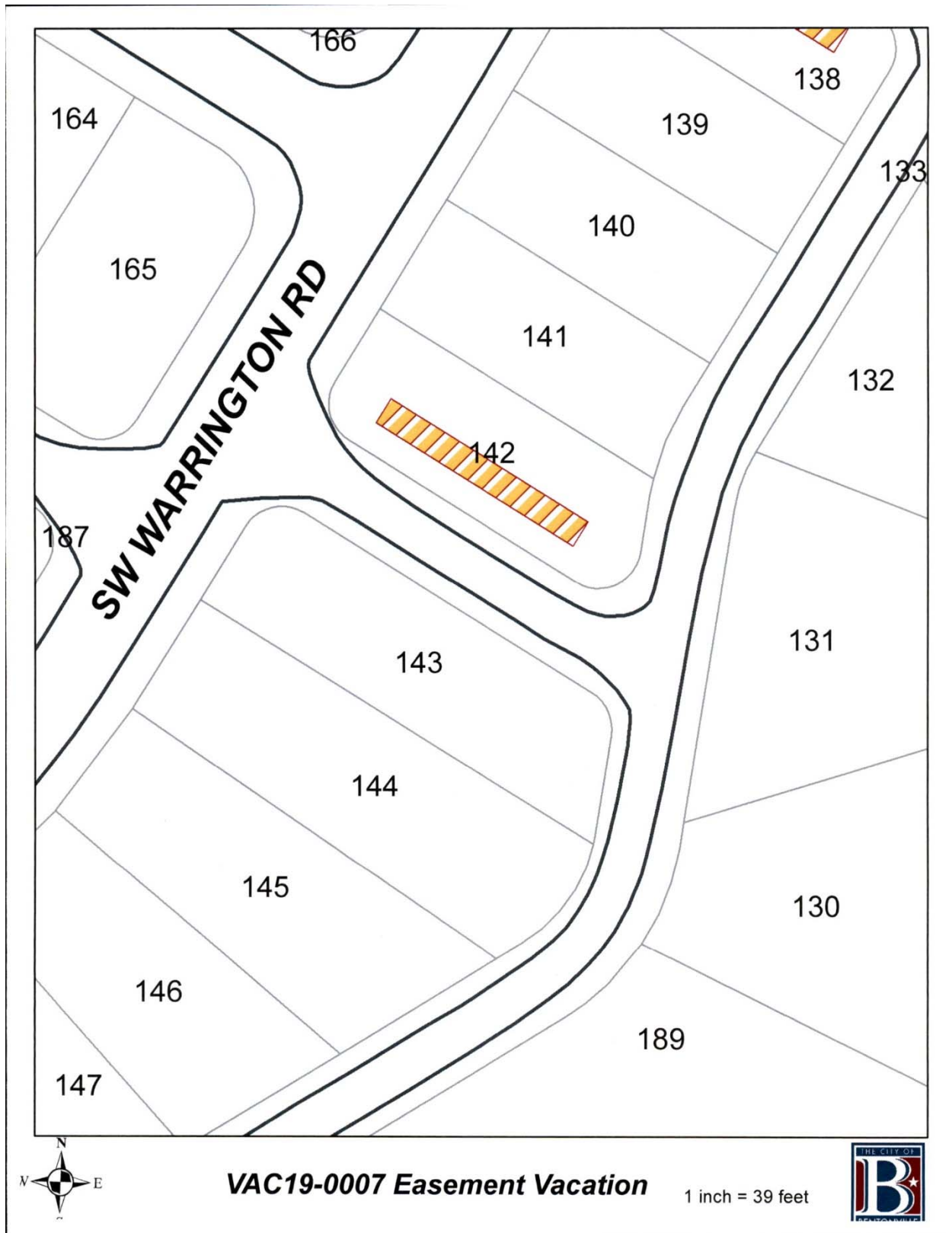
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www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6503 SW WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NW CORNER OF LOT 142; THENCE S58°17'49"E 20.00'; THENCE S31°42'11"W 24.91' TO THE POB; THENCE S58°17'49"E 81.85'; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 81.85'; THENCE N31°42'11"E 10.00' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NW CORNER OF LOT 142; THENCE S58°17'49"E 20.00'; THENCE S31°42'11"W 24.91' TO THE POB; THENCE S58°17'49"E 81.85'; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 81.85'; THENCE N31°42'11"E 10.00' TO THE POB.

Section 2: A copy of this Ordinance, 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	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 143 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

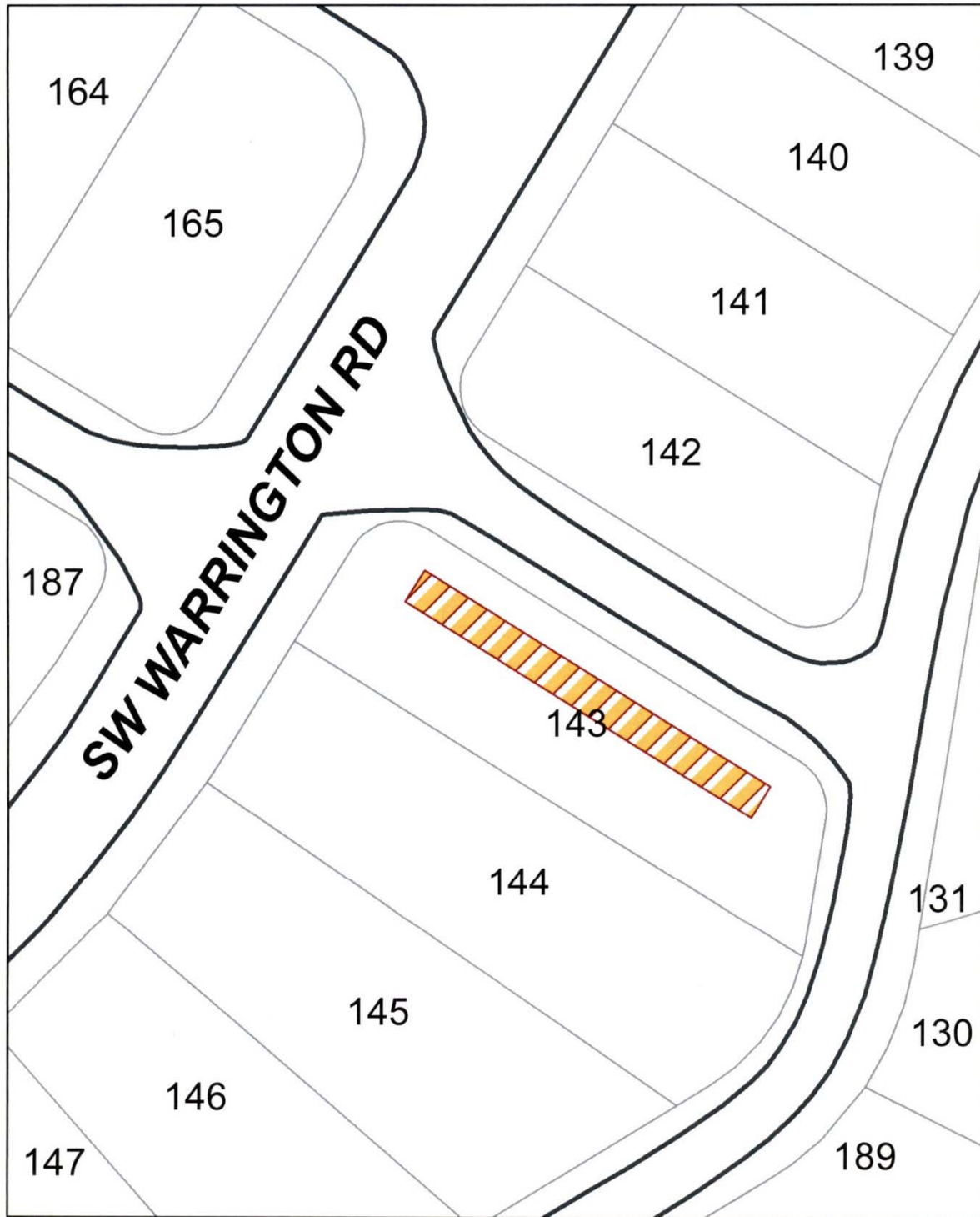
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www.bentonvillear.com



PLEASE RECYCLE





VAC19-0008 Easement Vacation

1 inch = 33 feet



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6505 SW WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SW CORNER OF LOT 143; THENCE S58°17'49"E 20.02'; THENCE N31°42'11"E 24.98' TO THE POB; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 110.97'; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 110.97' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SW CORNER OF LOT 143; THENCE S58°17'49"E 20.02'; THENCE N31°42'11"E 24.98' TO THE POB; THENCE N31°42'11"E 10.00'; THENCE S58°17'49"E 110.97'; THENCE S31°42'11"W 10.00'; THENCE N58°17'49"W 110.97' TO THE POB.

Section 2: A copy of this Ordinance, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 161 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

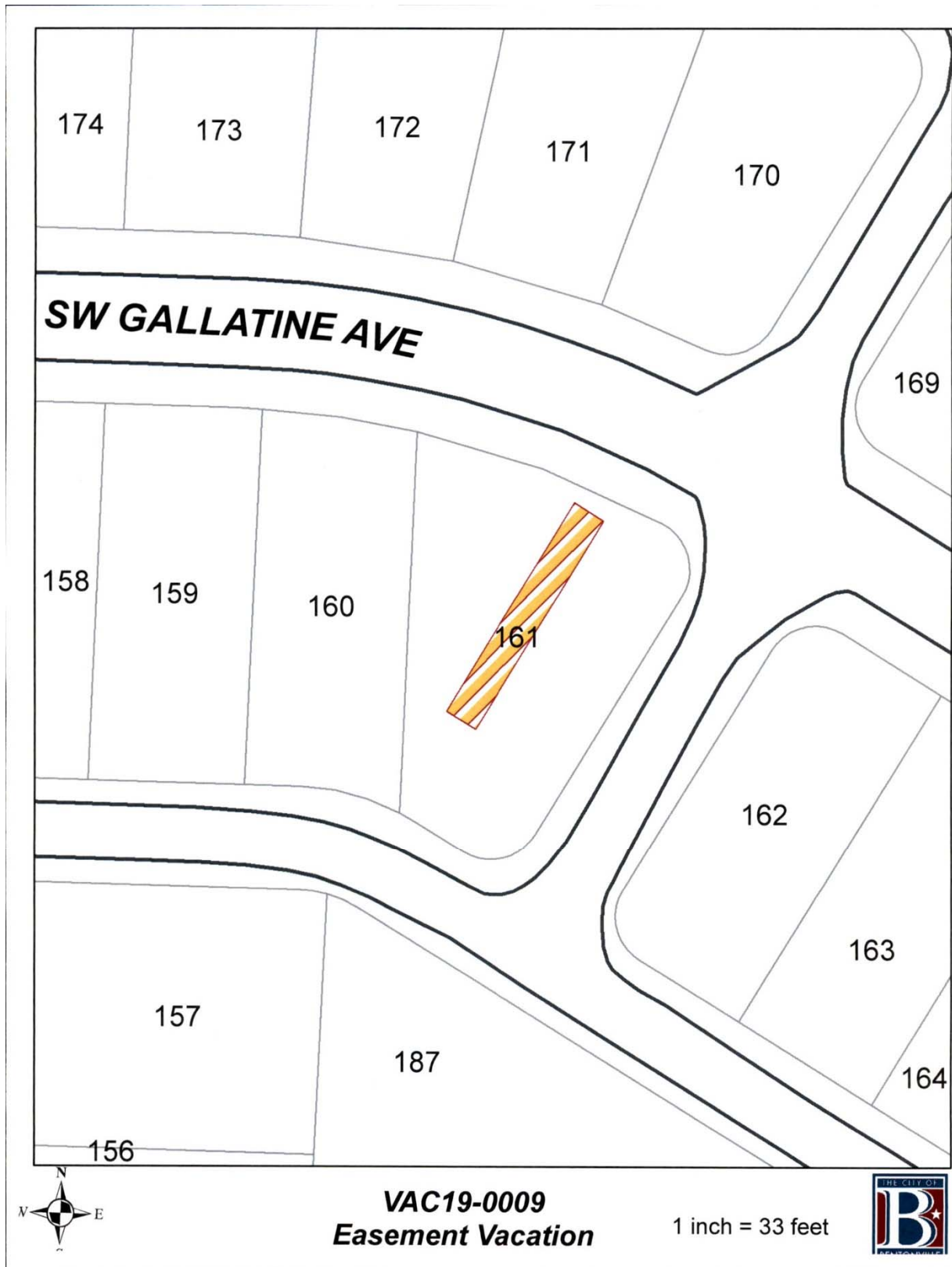
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www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 4401 SW
GALLATINE OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SW CORNER OF LOT 161; THENCE N02°36'08"E 21.60'; THENCE ALONG A CURVE TO THE RIGHT 14.62', SAID CURVE HAVING A RADIUS OF 85.00' AND A LONG CHORD OF S63°13'29"E, 14.60'; THENCE S58°17'49"E 12.55' TO THE POB; THENCE N31°42'11"E 70.29'; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 70.29'; THENCE N58°17'49"W 10.00' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE SW CORNER OF LOT 161; THENCE N02°36'08"E 21.60'; THENCE ALONG A CURVE TO THE RIGHT 14.62', SAID CURVE HAVING A RADIUS OF 85.00' AND A LONG CHORD OF S63°13'29"E, 14.60'; THENCE S58°17'49"E 12.55' TO THE POB; THENCE N31°42'11"E 70.29'; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 70.29'; THENCE N58°17'49"W 10.00' TO THE POB.

Section 2: A copy of this Ordinance, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 162 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

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





VAC19-0010 Easement Vacation

1 inch = 41 feet



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 4311 SW GALLATINE OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

LOT 162
COMMENCING AT THE SE CORNER OF LOT 162; THENCE N31°42'11"E 20.00';
THENCE N58°17'49"W 28.44' TO THE POB; THENCE N58°17'49"W 10.00'; THENCE
N31°42'11"E 71.08'; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 71.08' TO THE
POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

LOT 162
COMMENCING AT THE SE CORNER OF LOT 162; THENCE N31°42'11"E 20.00';
THENCE N58°17'49"W 28.44' TO THE POB; THENCE N58°17'49"W 10.00'; THENCE
N31°42'11"E 71.08'; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 71.08' TO THE
POB.

Section 2: A copy of this Ordinance, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 169 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

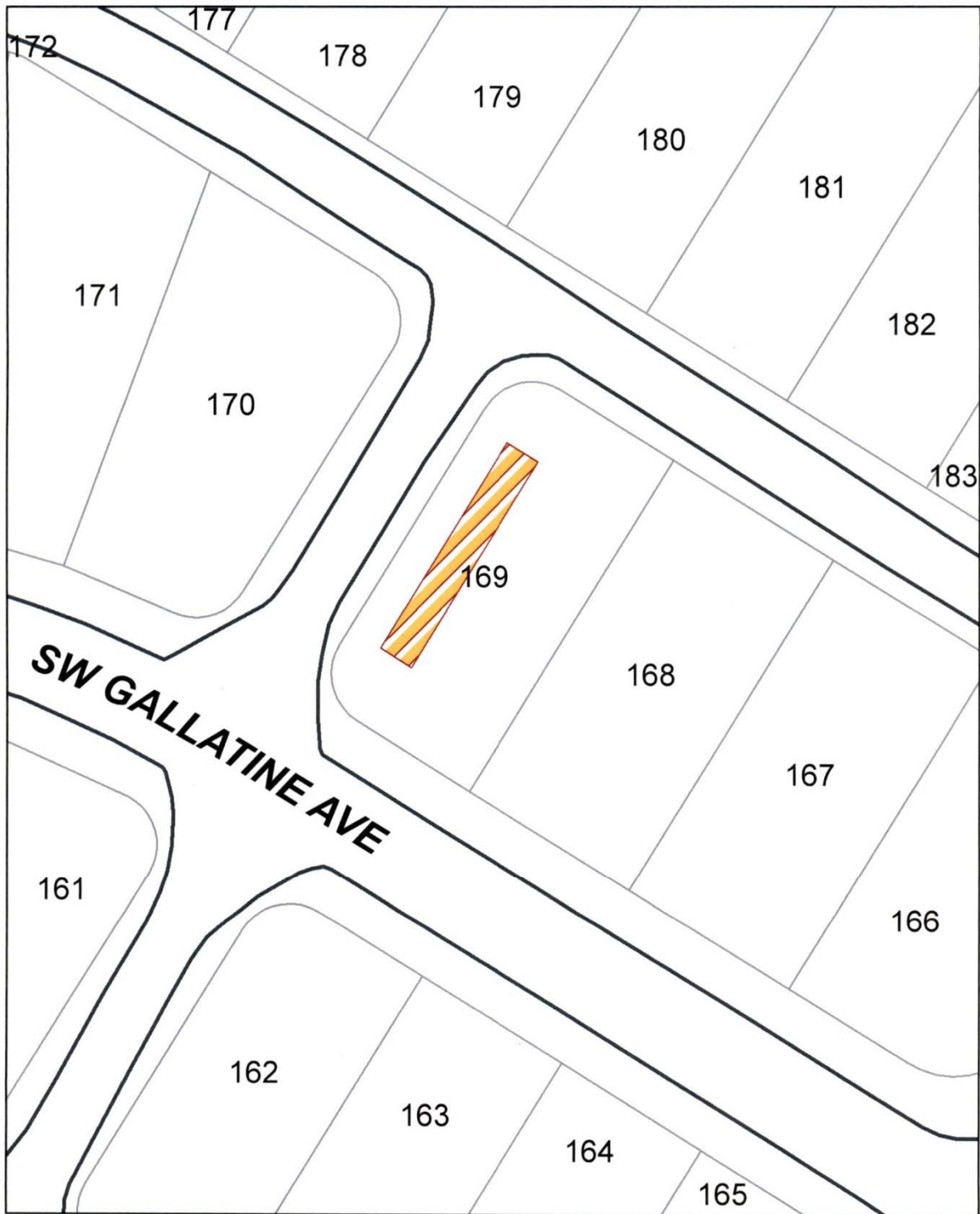
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





VAC19-0011
Easement Vacation

1 inch = 33 feet



ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 4312 SW
GALLATINE OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NE CORNER OF LOT 169; THENCE S31°42'11"W 20.00'; THENCE N58°17'49"W 31.30' TO THE POB; THENCE S31°42'11"W 65.96'; THENCE N58°17'49"W 10.00'; THENCE N31°42'11"E 65.96'; THENCE S58°17'49"E 10.00' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NE CORNER OF LOT 169; THENCE S31°42'11"W 20.00'; THENCE N58°17'49"W 31.30' TO THE POB; THENCE S31°42'11"W 65.96'; THENCE N58°17'49"W 10.00'; THENCE N31°42'11"E 65.96'; THENCE S58°17'49"E 10.00' TO THE POB.

Section 2: A copy of this Ordinance, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 170 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

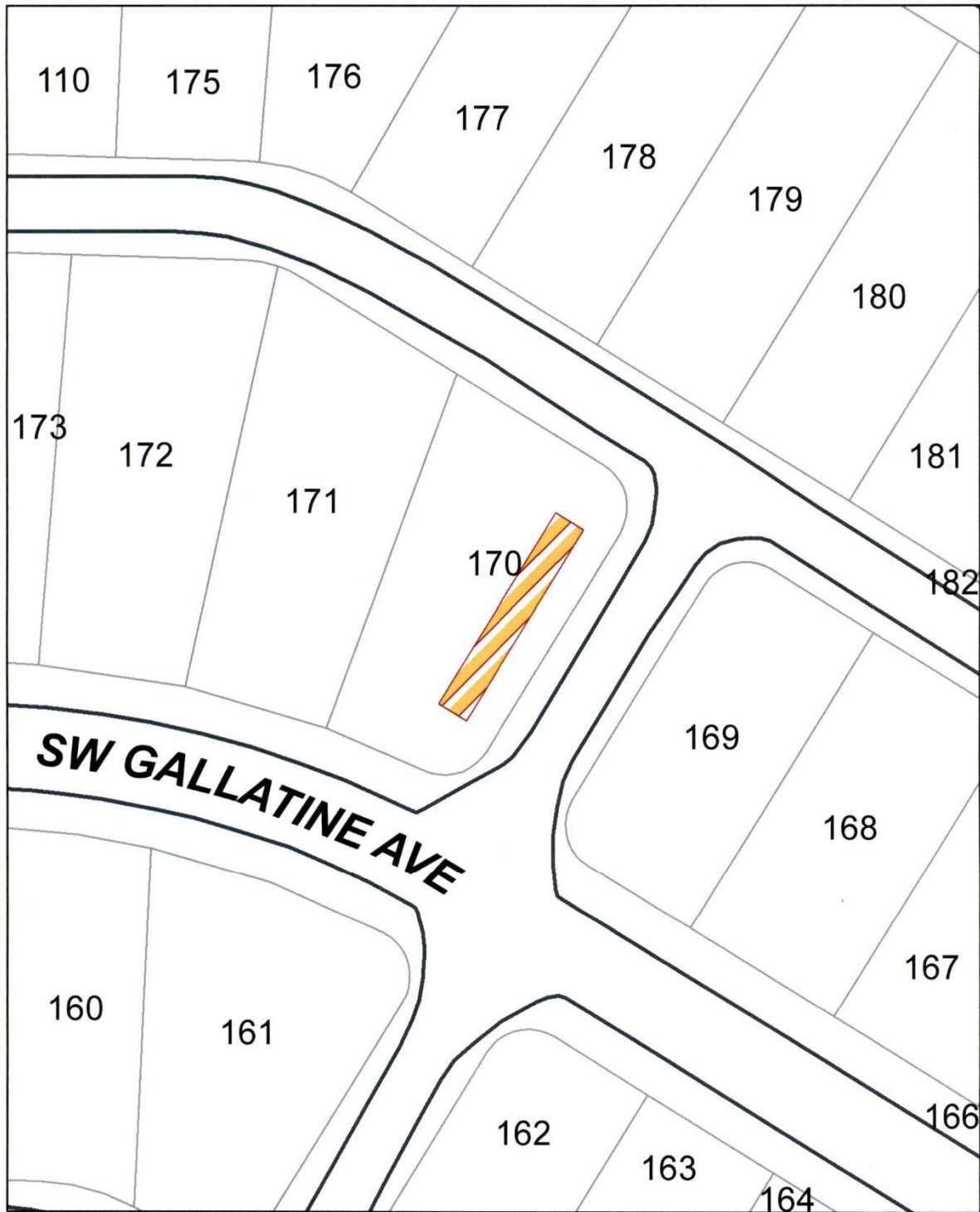
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





VAC19-0012 Easement Vacation

1 inch = 37 feet



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 4400 SW GALLATINE OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Rausch Coleman with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NW CORNER OF LOT 170; THENCE S20°24'38"W 20.39'; THENCE S58°17'49"E 43.76' TO THE POB; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 68.11'; THENCE N58°17'49"W 10.00'; THENCE N31°42'11"E 68.11' TO THE POB.

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 utility 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 a utility easement designated as follows:

Vacation of an existing easement in Providence Village Subdivision as shown on Plat Record Book 2007 Page 20 Filed for Record at the Benton County Clerk's Office, Bentonville, Arkansas and further described as follows:

COMMENCING AT THE NW CORNER OF LOT 170; THENCE S20°24'38"W 20.39'; THENCE S58°17'49"E 43.76' TO THE POB; THENCE S58°17'49"E 10.00'; THENCE S31°42'11"W 68.11'; THENCE N58°17'49"W 10.00'; THENCE N31°42'11"E 68.11' TO THE POB.

Section 2: A copy of this Ordinance, 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:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a Public Hearing for May 14, 2019 for a Utility Easement Vacation requested for Lot 2 of Straube Business Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

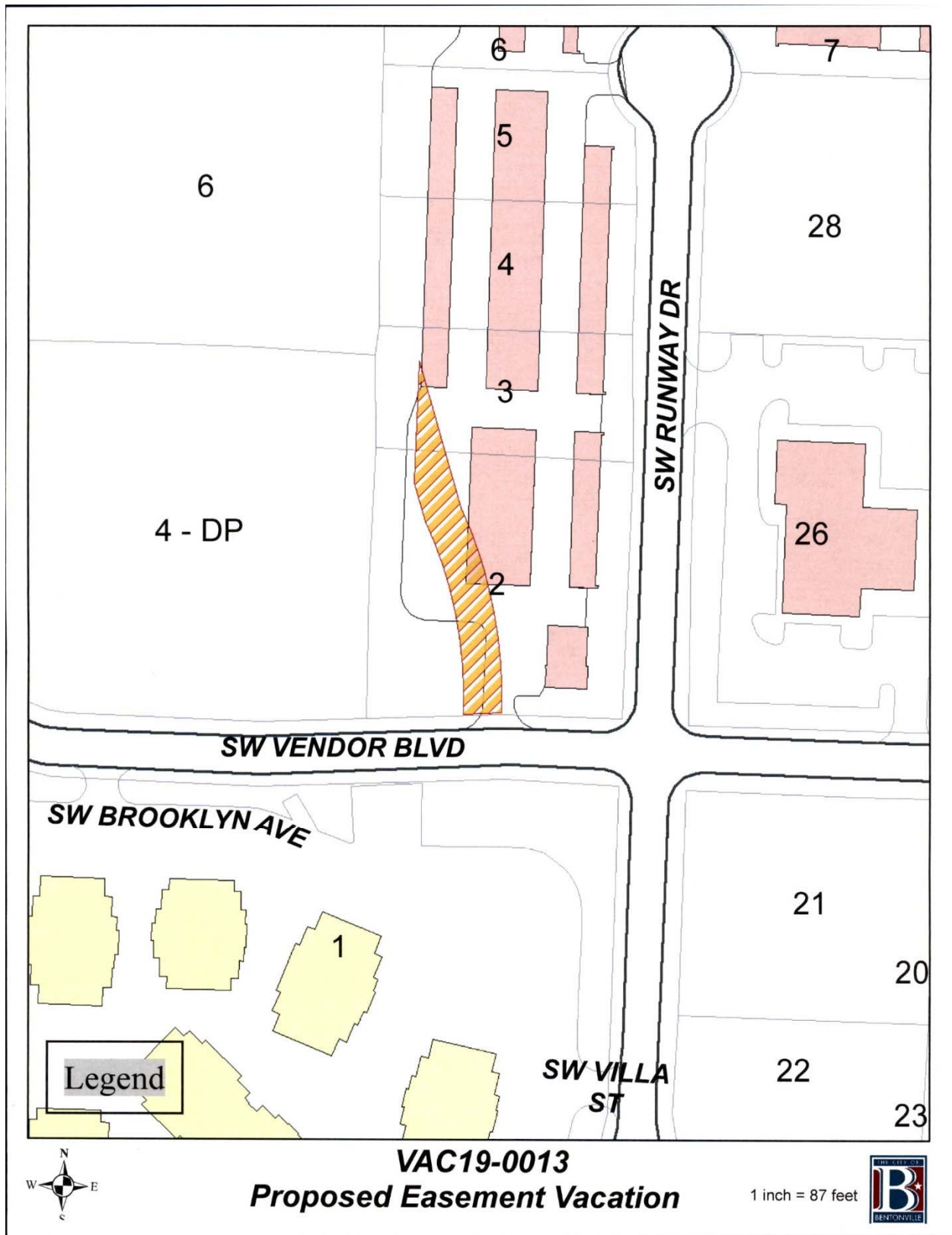
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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:

A portion of a 30' Gas Easement recorded in Plat Book P4, Page 541 located in Lot 2 of Straube Business Park recorded in Plat Book 2005, Page 1365 and in Lot 3 Straube Business Park recorded in Plat Book P4, Page 541 is to be vacated being described as follows:

COMMENCING from a 5/8-inch rebar with a cap stamped LS #1618 being the Southwest corner of said Lot 2;
THENCE along the South line of said Lot 2, North 87°38'16 East a distance of 75.38 feet to the POINT OF BEGINNING;
THENCE leaving said South line along a curve to the left with a radius of 330.51 feet and having a length of 153.21 feet, with a chord bearing of North 11°16'21" West through a distance of 151.84 feet;
THENCE North 16°10'41" West a distance of 30.02 feet to the East line of a 30 foot gas easement recorded in Deed Book 96, Page 091529;
THENCE along said East line, North 02°17'39" East a distance of 94.68 feet;
THENCE leaving said East line, South 16°10'41" East a distance of 117.68 feet;
THENCE along a curve to the right with a radius of 360.51 feet and having a length of 162.58 feet, with a chord bearing of South 11°16'35" East through a distance of 161.21 feet to the South line of aforementioned Lot 2;
THENCE along said South line, South 87°38'16" West a distance of 30.08 feet to the POINT OF BEGINNING and containing 6,952 square feet or 0.16 acres, more or less.

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 May 14, 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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a Public Hearing for May 14, 2019 for a Utility Easement Vacation requested for Lot 7 of Straube Business Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

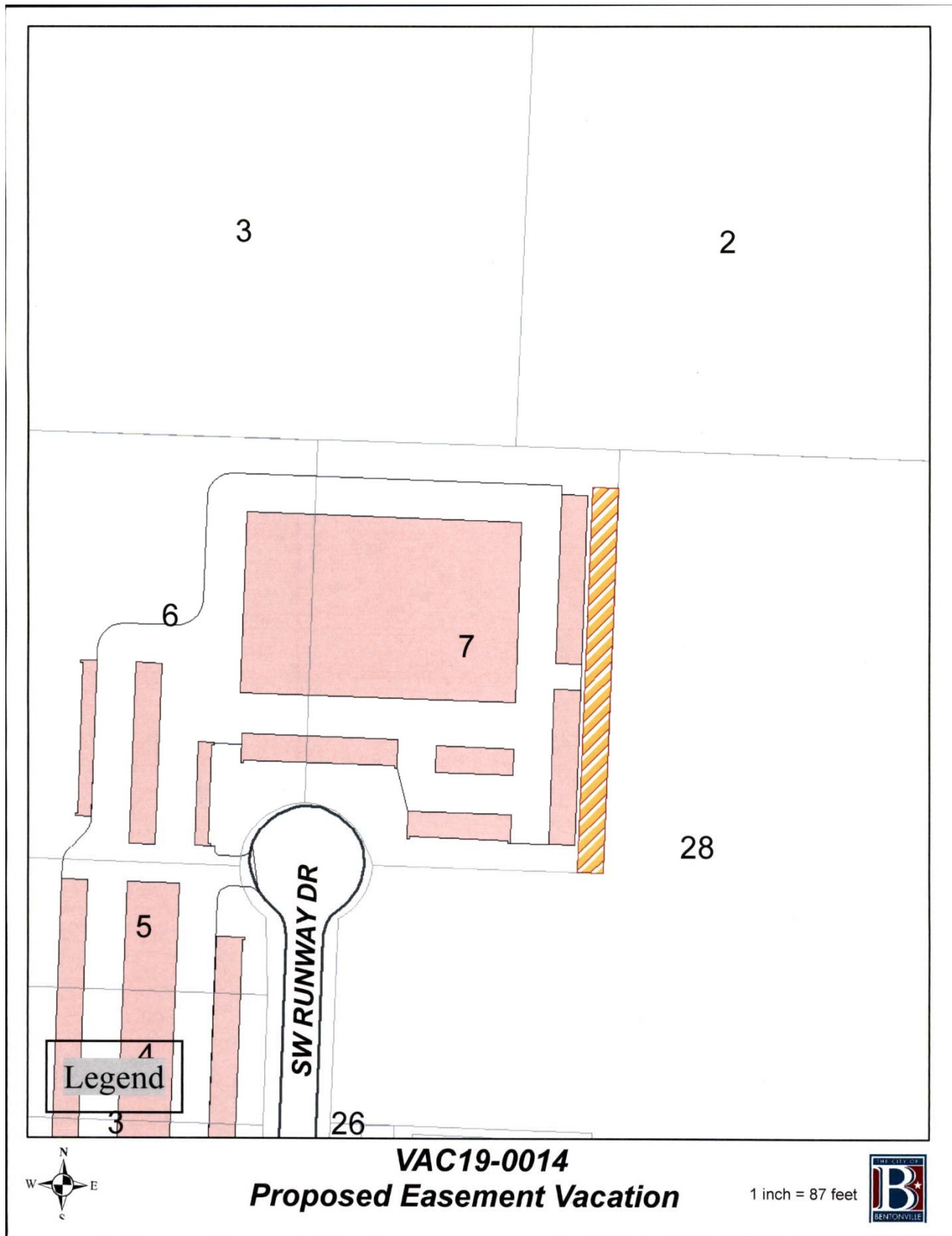
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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:

A portion of a 20' wide utility easement, being located in Lot 7 of Straube Business Park as per Plat Book P4, Page 541 of the records of Benton County, Arkansas, the portion to be vacated is more particularly described as follows:

BEGINNING from a 5/8-inch rebar with cap (PS 1618) at the Southeast corner of said Lot 7;
THENCE along the South line of said Lot 7, North 87°56'46" West, a distance of 20.00 feet to the West line of herein vacated easement;
THENCE along said West line, North 02°15'52" East, a distance of 298.28 feet to the South line of a 30' gas easement per deed 96-091531;
THENCE along said South line, South 88°00'15" East a distance of 20.00 feet to the East line of said Lot 7;
THENCE along said East line, South 02°15'52" West a distance of 298.30 feet to the POINT OF BEGINNING containing 5965 Square Feet or 0.14 Acres, more or less.
Basis of Bearings: State Plane Arkansas Coordinate System of 1983, North Zone, Based on CEI base

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 May 14, 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	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a Public Hearing for May 14, 2019 for an Alley ROW Vacation between Lot 149 and Lot 158 of Bentonville Original (307 & 401 West Central).

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



August 21st, 2018

Dear Bentonville City Officials,

Please find attached the Application for Alley Vacation. The purpose for submitting the application is due to the unsafe environment of the alley for my family, pedestrians, cyclists and motorists. My wife, Gillian, and I live with our two daughters, Jocelyn (6) and Charlotte (4) at 307 W. Central Ave. The alley is located next to our house and serves as the main access point to our driveway and garage (it is also the main access point for our neighbor at 401 W. Central Ave.). The alley is a one-way alley connecting West Central Ave. and SW 2nd Street (it also leads directly into SW C Street).

Bentonville Zoning Code Article 201 and specifically Sec. 201.02 Definitions of Terms and Uses define an alley as:

*Alley: A public passage or way affording a secondary means of vehicular access to abutting property and **not intended for general traffic circulation.***

The alley only abuts our property and my neighbors at 401 W. Central and does not provide access to any other property.

Due to the revitalization of downtown Bentonville and the West Central Historic District, the population density has increased significantly over the last couple of years. This increase in population density has changed the use of the alley and it is now being utilized for general traffic circulation. It is also being utilized **daily** as a two-way street as motorists, cyclists and pedestrians do not adhere to the one-way signage.

The **one-way** alley is being utilized as a **two-way street** in the following ways:

- Motorists use it (speeding at times) as a cut-through street from SW C Street to W. Central Ave.; going the **wrong way in a one-way alley**. This occurs many times a day and I have even seen federal vehicles such as mail delivery trucks using it as a **two-way street**.
- Motorists using it as a street to drive through to SW C Street. This occurs multiple times a day with many speeding vehicles.
- Cyclists and pedestrians going the **wrong way** in the alley. This is extremely dangerous because my wife and I cannot see people going the **wrong way** when reversing out of our garage. We have had many close-calls, nearly hitting cyclists and pedestrians while backing out of our garage. Also, there are blind spots from the trees when turning off of W. Central into the alley and on one occasion I almost hit a couple walking the wrong way in the alley.
- People use our drive way as a turn-around. For this reason and the reasons above, we do not feel safe letting our children even play in our own driveway which is adjacent to the alley.

Below are photographs depicting the dangerous alley and current misuse as a two-way street:



View from SW C and SW 2nd Street with wrong way entrance to alley. Sign posted **"One Way Do Not Enter"** does not prevent motorists, cyclists and pedestrians from using the alley as a two-way street.



The U.S. mail truck is driving the **wrong-way** in the alley.



View of alley looking from W. Central Ave to SW C Street.
The alley is being misused as a cut-through street
to SW C Street.



View of our driveway with “Drive Slowly Children Playing” sign that we have posted. This does not prevent people from speeding.



Our rear view when backing out of the garage. We cannot see people from the left when they are going the **wrong way**.



Pedestrians walking the wrong way near the blind spot off W. Central Ave.

The alley used to be paved with asphalt, but it was purposefully changed to gravel to try to discourage the flow of traffic on it. This has not helped as the amount of people utilizing it as a two-way street has only increased. We are also very concerned with the vacation approval of SW B Street as we believe that it will only increase the use of the alley; especially with traffic from SW C Street using it the **wrong way** to cut through to W. Central Ave.

Motorists, cyclists and pedestrians have safer, alternative access to W. Central Ave and SW 2nd Street through SW A and SW D streets which are approximately one block from the one-way alley. Thus, vacating the alley will not create an access issue. Moreover, it will actually require them to travel on safer streets that were designed for such purpose.

We have received the Adjacent Property Owner Notification and the Utility Release Forms. We are willing to grant any necessary easements. We also asked Fire Chief Boydston to come to our home to look at the alley from a public safety perspective if it were to be vacated. He did not see an issue with vacating the alley as most of the public safety vehicles could not easily fit down the narrow alley (it is only about 8 feet wide). If the Alley Vacation Application is granted, we discussed with Chief Boydston installing an electronic gate at the end of the alley to prevent the unsafe use of the alley as a two-way street. He requested, and we agreed, that any gate would be equipped with the necessary sensors to automatically open for public safety vehicles.

We are in favor of development and support the city's substantial efforts to revitalize and grow downtown Bentonville. We, like many residents, have invested substantial amounts of our own personal finances to renovate our homes in the downtown area and in the West Central Historic District in order to maintain the charm of downtown Bentonville. We also are in full support of increasing the population density in downtown Bentonville in order to create a more vibrant area. However, such development also requires the re-examination of traffic flows. The alley may have

previously been considered "safe", but the increased population density has resulted in the alley being utilized as a two-way street creating a very dangerous environment for my family and others.

We firmly believe that it is a **matter of when, not if**, someone will be seriously injured due to the alley being utilized as a two-way street for general traffic circulation rather than an alley as defined by Bentonville City Code. Due to the exponential population growth in downtown Bentonville and the unsafe nature of the current use of the one-way alley, we strongly urge the application for Alley Vacation be approved immediately.

Many thanks for your consideration of this matter.

Kind regards,



Craig & Gillian Ihle

307 W. Central Avenue, Bentonville



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 Craig Ihle requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A PLATTED ALLEY RUNNING NORTH AND SOUTH BETWEEN THE WEST 114 FEET OF LOT 149, BENTONVILLE ORIGINAL, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD S AT PAGES 75 AND 76 AND THE EAST HALF OF LOT 158, BENTONVILLE ORIGINAL, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD S AT PAGES 75 AND 76.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing May 14, 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:

April 23, 2019

Submitted by:

Dennis Birge

Department

Administration

Phone

271-3168

ACTION REQUIRED:

A resolution granting and executing a Drainage Easement along Lot 4 of Eversole Addition for the Luxury I Street Apartments.

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



DRAINAGE EASEMENT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned City of Bentonville, Arkansas, cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto BC Center LLC, Grantee, their successors and assigns, a permanent easement to construct, remove, enlarge, maintain, inspect and repair a drainage swale, with right of ingress and egress to and from the same, on, over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

Lot 4 of Eversole Addition according to Plat book 2011, Page 120 of the Public Records of Benton County Arkansas

RIGHT OF WAY OR EASEMENT DESCRIPTION:

A 20 foot Drainage Easement being a portion of Lot 4 of Eversole Addition according to Plat book 2011, Page 120 of the Public Records of Benton County Arkansas, being described by metes and bounds as follows:

BEGINNING at a found 1/2 inch rebar at the Northeast corner of said Lot 4;

THENCE along the East line of said Lot 4 South 02°50'03"West, a distance of 20.00 feet;

THENCE leaving said line North 87°17'45"West, a distance of 745.63 feet;

THENCE South 68°35'12"West, a distance of 251.00 feet to the West line of said Lot 4;

THENCE along said line North 02°44'21"East, a distance of 21.92 feet;

THENCE leaving said line North 68°35'12"East, a distance of 246.30 feet to the North line of said Lot 4;

THENCE along said line South 87°17'45"East, a distance of 749.94 feet to the **POINT OF BEGINNING**, containing 19,929 square feet or 0.46 acres, more or less.

A sketch of this grant is attached as Exhibit "A" and is to be considered as a part of this easement document. It is further understood that the sketch is descriptive only of the approximate size, shape, and location of the easement and does not constitute a plat or survey of Grantor's property.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities as may be required in the future, and maintaining said drainage way. Grantees shall have and are hereby granted the further right at all time to remove from said lands all vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restrict function, constitutes a hazard, or endangers the safety of said drainage way, appurtenances thereto, and/or the public, and/or for the purpose of installing additional drainage facilities.

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

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

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

TO HAVE AND TO HOLD the above described easement unto said Grantees, its successors and assigns, forever or until said easement is finally abandoned.

Grantor also agrees to forever warrant and defend the above described easement unto said Grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this _____ day of _____, 2019.

Authorized Agent

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

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

WITNESS my hand and seal on this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO GRANTING A
GENERAL DRAINAGE EASEMENT ALONG LOT 4 OF EVERSOLE ADDITION.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to granting a general
drainage easement along a portion of Lot 4 of Eversole Addition as more particularly described
and set forth in the document 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

APROVED:

Stephanie Orman, Mayor
Bentonville, Arkansas

ATTEST:

Linda Spence, City Clerk
Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Dennis Birge

Department

Street

Phone

271-3168

ACTION REQUIRED:

A budget adjustment to accept and recognize a donation in the amount of \$15,000.00 from Drive with Care, Inc., for the purchase of RRFB's (rectangular rapid flashing beacons). The RRFB's will be installed by the Street Department near the Crosswalk located at the Tiger Blvd & NE Cub Circle intersection.

COST TO CITY:

Cost of this Request: \$15,000

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		15,000
Remaining After Adjustment	\$	15,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: April 11, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
203810-37010	Miscellaneous Donation	\$15,000.00		\$ 15,000.00
203810-47315	Traffic Systems Signals		\$15,000.00	\$ (15,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 15,000.00	\$ 15,000.00	\$ -

Justification:

Budget adjustment to recognize the acceptance of a donation to pay for RRFB Crosswalk equipment.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: Mayor Orman, City Council
From: Dennis Birge, Transportation Engineer
Date: April 9, 2019
Re: Acceptance of funds and purchase of RRFB (rectangular rapid flashing beacon).

Staff is seeking City Council approval to accept funds as a donation from Drive with Care, incorporated. Drive with Care is a local non-profit 501(c)(3) organization committed to pedestrian safety in Northwest Arkansas.

The funds of \$15,000 would allow for the purchase of two RRFB assemblies, to be installed by the Street Department, near a crosswalk located at the intersection of Tiger Blvd. / Cub Circle. Also, a third RRFB assembly would be purchased and installed by the Street Department to the West, in advance of the crosswalk, for improved visibility along Tiger Blvd.

This is an existing crosswalk with limited visibility due to the geometry of Tiger Blvd. and staff believes that the addition of the RRFB's at this location would greatly improve the pedestrian safety.

If you have any questions, please call me at 479-271-3168 or email dbirge@bentonvillear.com

April 8, 2019
Drive with Care Incorporated
1600 SE J Street, Suite 2
Bentonville, AR 72712

Drive with Care, Incorporated offers a donation to the City of Bentonville for the purchase of an RRFB at the crosswalk at the intersection of Tiger Blvd and Cub Circle in Bentonville and also for an advance RRFB on the south side of this intersection. The estimated donation amount is expected to be in the range of \$15,000 after tax, the exact amount to be determined via a quote from the transportation engineering department.

Drive with Care is a local non-profit 501(c)(3) organization committed to pedestrian safety in Northwest Arkansas. We believe the purchase of this equipment will dramatically increase the safety of this location which is used extensively by runners, cyclists, and the local cross-country teams at the nearby junior high.

There are no conditions on this donation other than it be used for the intended purpose noted above. Payment will be made to the City upon approval.

Sincerely,



Kelly Sikorski
President
Drive with Care, Inc.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 10 2018**

DRIVE WITH CARE INCORPORATED
1600 SE J STREET SUITE 2
BENTONVILLE, AR 72712-0000

Employer Identification Number:
82-3270285
DLN:
.26053528007058
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 27, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

-2-

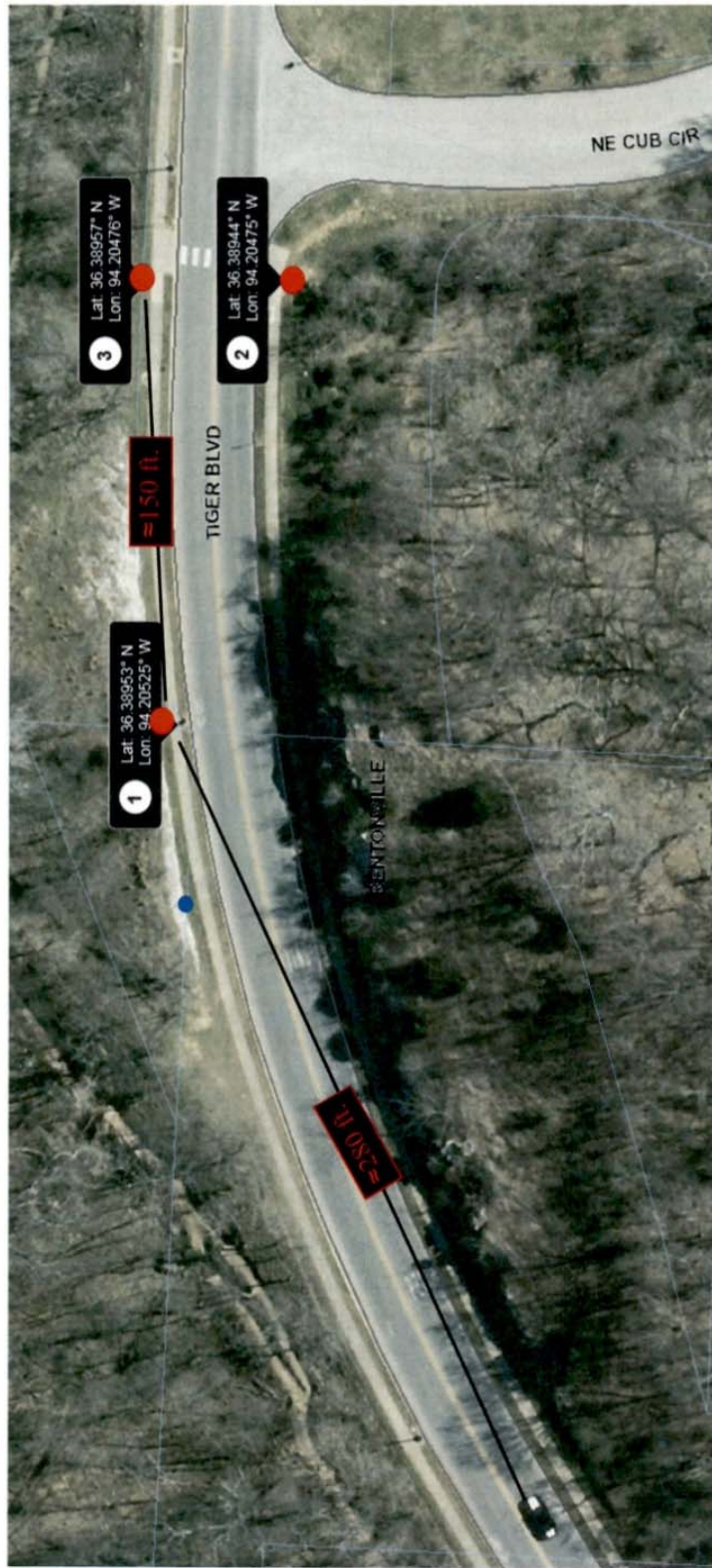
DRIVE WITH CARE INCORPORATED

Sincerely,

A solid black rectangular box used to redact a signature.

Director, Exempt Organizations
Rulings and Agreements

Letter 947





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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

An ordinance to waive the competitive bidding process to purchase of ISCO portable sampling and flow measuring equipment for the Wastewater Department from Instrument and Supply, Inc. in an amount not to exceed \$22,050.00. Instrument & Supply, Inc. is the sole source provider for ISCO in the state of Arkansas. ISCO samplers are currently in use at the wastewater treatment facility for influent and effluent sampling. Portable units are used for field sampling of domestic and industrial wastewaters and may also be necessary as back-up units for plant samplers. Electrical interfaces, computer programs, SCADA connections and tubing are brand specific, therefore, it would be neither feasible nor practical to purchase incompatible equipment.

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 4/23/2019

Requested by: Nancy Busen

Department: Wastewater Treatment Facility

DESCRIPTION OF REQUEST:

Type of Equipment: _____

Year & Model: ISCO 2160 laser flow system, 6712C Compact Portable sampler & accessori

Serial # N/A

To Be Purchased From: Instrument & Supply, Inc.

141 Technic Circle

Hot Springs, AR 71901

Amount:	Base Amount:	\$	<u>19,901.70</u>
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	Tax:	\$	<u>1,891.00</u>
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	*Other:	\$	<u>233.00</u>
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	TOTAL	\$	<u>22,025.70</u>
--	--------------	-----------	-------------------------

* List all other costs: Shipping.

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Wastewater Staff requests a waiver of the bidding process to purchase an ISCO portable sampler, laser flowmeter and network interface module with all required accessories. All current lab and pretreatment sampling equipment is ISCO brand. It would be niether practice nor feasible to purchase non-compatible sampling equipment that would not interface with current ISCO units. NOTE: Shipping amount is estimated

Department Head

Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: April 23, 2019
Re: **Waiver of Bid** for ISCO Wastewater Sampling Equipment

Wastewater Treatment Staff requests Council and Mayor Orman accept a **waiver of competitive bidding** for the purchase of ISCO portable wastewater sampling and flow measuring equipment in an amount not to exceed \$22,050.00. ISCO automatic samplers are currently in use for wastewater plant sampling. Portable sampling for industrial and domestic wastewater is part of the State permit required Pretreatment Program. When necessary, portable samplers are used as back-up for plant influent and effluent samplers in need of repair. Electrical interfacing, tubing, and flow meter connections are brand specific. It would be neither practical nor feasible to purchase incompatible equipment.

Instrument & Supply is the sole source provider for this equipment in Arkansas. Attached with the itemized quote is documentation of sole source status.

Thank you for your consideration of this request.



Instrument & Supply, Inc.
P.O. Box 1679, Hot Springs, AR 71902
141 Technic Circle (71901)
Phone: 501-262-3282 Fax: 501-262-4847
www.isiequip.com

March 12, 2019

TO: Mr. Tim McGee

Project: ISCO Laser Flow Meter

Quote #: 0319-06-1203rev1

Dear Mr. McGee,

As we discussed, below I have assembled the Teledyne ISCO Laser Flow Meter Item Descriptions, and quote that you requested, and for your consideration.

SCOPE OF QUOTATION

INSTRUMENT & SUPPLY, INC. IS PLEASED TO OFFER THE FOLLOWING ITEMS:

The ISCO 2160 LaserFlow Module uses a laser Doppler velocity sensor with an ultrasonic level sensor mounted over the flow stream. Measured level is converted to flow area, and flow rate is calculated by multiplying the area of the flow by the average velocity. Up to four Flow Modules can be stacked to form a system for monitoring multiple flow streams or obtaining redundant measurements. The memory in each 2160 stores up to 79,000 readings of level, velocity and flow rate data. ISCO Flowlink software is used to program the Flow Module, and to retrieve and analyze stored data. The Flow Module enclosure is rated NEMA 4X, 6P and IP68 for submersibility. The 2160 requires a power source such as the 2191 Battery Module designed for portable applications.		
682160060- ISCO3165	Portable 2160 LaserFlow™ System. This system includes TIENet® 360 LaserFlow Sensor with 32.8 ft (10 m) cable, built-in Ultrasonic level sensor, 2160 LaserFlow module, 2191 Battery module with carrying handle and suspension strap. The system includes one 2100 Series maintenance kit, instruction manual, and coupon for free ISCO Open Channel Flow Measurement Handbook. **Requires wall mount or temporary mount for LaserFlow sensor, Flowlink software and computer connect cable.	\$ 12,630.00
62-4360-032	Temporary Mount Kit for TIENet® 360 LaserFlow™ 48 - 55 in (122 - 140 cm)	\$ 847.00
60-4364-033	Sensor Retrieval Tool	\$ 214.00

Network Interface Modules connect to a variety of instruments and devices to monitor the recorded data and take intelligent actions. The Network Interface Modules is compatible with 2100 Series devices, ADFM pulsed-Doppler Flow meters, ISCO rain gauges, and GLS, 3700, and 6700 Series samplers. The network Interface module also supports SDI-12 and Modbus communications. The basic 2105 module uses the standard wired 2100 Series communications and may be interrogated on-site with a cable. The 2105ci and 2105Gi modules support remote communications using an internal CDMA Serial Over IP or 3G GSM cellular telephone modem. When used with Flowlink Pro software, the 2105ci and 2105Gi modules support 1x-RTT or 3G GSM "pushed data." The Network Interface Modules require Flowlink software, v5.10.412 or higher. (Contact the factory for Flowlink 5.1 ordering information.)

60-2004-560	2105 Network Interface Module only.	\$ 1,756.00
60-5314-855	SPA 1855. This cut to length cable has a 12-pin connector that connects to the 2105 module's side connector and a 6-pin connector that connects to the 4200 series flow meter or 6712 sampler's interrogator port. The 2105 receives flow data. Max length is 100 ft; minimum length 5 ft if intended for connection to sampler. Not for use with 5800/4700 sampler.	\$116.70 -10Ft.
60-2004-041	Model 945 Lead-Acid Lantern Battery. Rechargeable, 6 VDC. For use with ISCO 2191 Battery Module (2 required).	\$ 55.00 x 2 =\$110.00
60-2004-507	USB Communication Cable, 10 ft. (3 m). Connects 2100 Series Module top connector to PC with USB connector.	\$ 288.00
68-6710-071	6712C Compact Portable Sampler. Includes controller, top cover, center section, base, distributor arm, two pump tubes, instruction manual, and pocket guide. Does not include bottle configuration kit.	\$ 3,747.00
68-6700-025	1-Bottle Configuration. Standard Compact Base Portable Sampler only. Includes 2.5-gallon (10-liter) round polyethylene bottle, cap, tube guide, and two discharge tubes.	\$ 193.00

Freight to Bentonville is **Aprx \$233.00**, if ordered in one shipment. Additional freight charges may be incurred if multiple orders are placed.

Delivery of all equipment is 4-6 weeks ARO.

Applicable Sales Taxes and installation must be added.

One (1) day of installation supervision can be provided for \$1,250.00. We will not enter a confined space.

Let me know if you have questions or concerns.

Thank you for the opportunity.

Specific Terms and Conditions:

- Freight is included to job site for all items.
- Terms are 30 days net, due upon shipment.

For Supervised Installation

If you have any questions, please do not hesitate to contact me at the office number above, at the following cell phone number 501-622-0479, or email me at cenloe@isiequip.com.

Yours truly,

Chris Enloe

Vice President-Operations

2 of 2



4700 Superior Street
PO Box 82531
Lincoln NE 68501
P: 402.464.0231 F: 402.464.0318
Toll Free: 800.228.4373
www.teledyneisco.com

March 13, 2019

Attention: To Whom It May Concern
Subject: Manufacturer's Authorization

Teledyne ISCO, a business unit of Teledyne Instruments, Inc. ("Teledyne") hereby confirms that it is the original manufacturer of the goods and/or services contemplated under the referenced Request for LaserFlow Equipment. Teledyne further declares that Instrument & Supply Inc. is an exclusive authorized representative and agent of Teledyne and is specifically authorized to submit and discuss any bids, proposals, or tenders on Teledyne's behalf for the entire state of Arkansas. Within the state of Tennessee, the territory is limited to those counties in Tennessee located west of the Tennessee River. For those counties bordering or split by the river the territory includes Henry, Benton, Decatur and that part of Hardin County that is west of the Tennessee River including zip codes 38326, 38327, 38361, 38370, and 38376 and excludes zip codes in Hardin County east of the Tennessee River including zip codes 38372 and 38475.

The authority granted Instrument & Supply Inc. hereunder is expressly limited to submittal and discussion of bids, proposals, and tenders. Instrument & Supply Inc. is not authorized to sign contracts on Teledyne's behalf. Any resulting contract will be signed and executed by a duly authorized representative of Teledyne.

If you have any questions regarding this matter, please do not hesitate to contact me at 402-465-2046.
Thank you.

Sincerely,

Teledyne ISCO, a business unit of Teledyne Instruments, Inc.

[Redacted Signature]
Sharon Fischer
Quotation, Submittal, & Contract Specialist

City of Bentonville Wastewater Treatment
1901 NE "A" Street, Bentonville, AR 72712
Tim McGee
Phone (479) 271-3161
Email tmcgee@bentonvillear.com

Date: 3/27/2019 PO #

Company Name & Address: Instrument & Supply, Inc.
141 Technic Circle, Hot Springs, AR 71901

Contact Person: Chris Enloe
Phone: 501-262-3282
Email: cenloe@ISIEQUIP.COM
Fax: 501-262-4847

Project Name: ISCO Equipment Order Quote #: 0319-06-1203rev1

Item Description	Equipment	Account #	Item #	Quantity	Price per Unit	Total
Portable 2160 Laser Flow System	Sampling Equipment	74-10	682160060-ISCO3165	1	\$12,630.00	\$12,630.00
Temporary Mount Kit for TIENet® 360 LaserFlow™ 48 - 55 in	Sampling Equipment	74-10	62-4360-032	1	\$847.00	\$847.00
Sensor Retrieval Tool	Sampling Equipment	74-10	60-4364-033	1	\$214.00	\$214.00
2105 Network Interface Module	Sampling Equipment	74-10	60-2004-560	1	\$1,756.00	\$1,756.00
SPA 1855 Cable	Sampling Equipment	74-10	60-5314-855	1	\$116.70	\$116.70
Model 945 Lead-Acid Lantern Battery	Sampling Equipment	74-10	60-2004-041	2	\$55.00	\$110.00
USB Communication Cable, 10 ft. (3 m)	Sampling Equipment	74-10	60-2004-507	1	\$288.00	\$288.00
6712C Compact Portable Sampler	Sampling Equipment	74-10	68-6710-071	1	\$3,747.00	\$3,747.00
1-Bottle Configuration	Sampling Equipment	74-10	68-6700-025	1	\$193.00	\$193.00
Sub Total						\$19,901.70
Tax						\$1,890.66
Shipping and Handling						\$233.00
Total Cost						\$22,025.36

Approximate Delivery/Shipping Time: 3 Weeks Amount of Shipping Quoted: \$233.00

Comments:

Requested [REDACTED] Tim McGee Approved By: Date: 3/27/2019

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH INSTRUMENT AND SUPPLY, INC. FOR THE PURCHASE OF ISCO PORTABLE SAMPLING AND FLOW MEASURING EQUIPMENT FOR THE WASTEWATER DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Instrument and Supply, Inc. for the purchase of ISCO portable sampling and flow measuring equipment for the wastewater department, in an amount not to exceed \$22,050.00, as set forth in Exhibit A.

Section 2: Because this is a sole source item in the state and because these are the brand specific items required to function with existing equipment, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by: Nancy Busen

Department: Wastewater

Phone: 271-3161

ACTION REQUIRED:

An ordinance to waive the competitive bidding process for the purchase of a Trojan UV disinfection control panel for the Wastewater Department to replace a 2006 Trojan control panel in an amount not to exceed \$25,050.00. Total price includes shipping, taxes complete UV system control panel, professional installation and staff training. Electrical interfaces, computer programs and SCADA connections are brand specific, therefore, it would be neither feasible nor practical to purchase incompatible equipment. Haynes Pump and Process is the sole source dealer in the state of Arkansas; a letter of verification is included.

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>4/23/2019</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater Treatment Facility</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u>Trojan Touch Smart Control Panel, installation and training</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Haynes Pump and Process</u>		
	<u>417 Main Street, 400-3</u>		
	<u>Little Rock, AR 72201</u>		
Amount:	Base Amount:	\$	<u>22,418.06</u>
	Tax:	\$	<u>2,129.72</u>
	*Other:	\$	<u>500.00</u>
	TOTAL	\$	<u>25,047.78</u>
* List all other costs: <u>Shipping</u>			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Waiver of Bid - Ordinance. Wastewater Staff requests a waiver of the bidding process for Purchase, Installation and Training to replace a 2006 Trojan UV disinfection control panel. Wastewater Plant Disinfection equipment is Trojan UV Technologies. Haynes Pump and Process is the sole source for Trojan products in Arkansas. A letter of verification is attached. It would be neither practice nor feasible to purchase non-compatible UV equipment that would not interface with the current system.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: April 23, 2019
Re: **Waiver of Bid – Ordinance** for Trojan Ultraviolet Disinfection Equipment

Wastewater Treatment Staff requests Council and Mayor Orman accept a **waiver of competitive bidding** for the purchase, installation and training of Trojan UV Touch Smart Control Panel, SCADA Communication Interface, PLC programming equipment in an amount not to exceed \$25,050.00

Permit required effluent wastewater disinfection is achieved by timed exposure to shortwave ultraviolet light. The current 2006 Trojan control panel requires replacement and upgrading to assure continuous permit compliance. Total cost includes panel, installation and training. Electrical interfacing, SCADA, and flow meter connections are brand specific. It would be neither practical nor feasible to purchase incompatible equipment.

Haynes Pump & Process is the sole source provider for this equipment in Arkansas. Attached with the itemized quote is documentation of sole source status.

Thank you for your consideration of this request.

Haynes Pump and Process*Equipment for New and Used Water*417 Main Street, 400-3
Little Rock, AR 72201
Phone 800-832-1580**Proposal**

Date: March 22, 2019

To: Tracy Smith
Robert Burket
Bentonville WWTP
1901 NE A St., Bentonville, AR 72712

Re: Trojan Quote

tsmith@bentonvillear.com
479-696-0296

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Touch Smart Control Panel - microprocessor with 7" color touch screen interface: SCADA Communication Panel is constructed of 304SS, NEMA 4X enclosure rating; wall mounted, UPS, Heater. Electrical: 120VZC, 60 Hz. Drawing approval process confirms site fit/location. Analog Inputs: 4 available (Flow, UVT) Digital Inputs: 8 available Digital Outputs: 8 available (Bank 1A On/Off, Common Major, Common Minor. Analog Outputs: 2 available. PLC Programming and testing: Downloaded and configured to site control philosophy.	\$16,418.06	\$16,418.06
		Install and training	\$6,000.00	\$6,000.00
		Items Not Included: Unloading and Storage		
		Estimated Delivery: Estimated at time of order		
		Terms are Net 30		
		Any applicable shipping and taxes are not included		
		Proposal Valid for 60 Days from Proposal Date		
SUBTOTAL				\$22,418.06
SALES TAX			0.00%	\$0.00
Wes Ivory, Customer Service			SHIPPING & HANDLING	\$0.00
TOTAL				\$22,418.06

If you have any questions concerning this quote, please contact Wes Ivory @ 918-636-7456.
THANK YOU FOR YOUR BUSINESS!

Lisa Mills

Lisa Mills @ haynes-pump.com

March 27, 2019

Robert Burket
Bentonville WWTP
1901 NE A Street
Bentonville, AR 72712

RE: Trojan System Replacement Parts

In the Engineered Submittal Package for the Trojan System, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-clean Gel, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, specialized system components may be purchased and contracted from Haynes Pump and Process in your state. In Bentonville, AR the exclusive manufacturer representative for parts and service is Haynes Pump and Process.

If you have any questions regarding this matter, or require any additional information please do not hesitate to contact me at 1-800-294-2150.

Best regards,
TROJAN TECHNOLOGIES



Mike D'Oria
Municipal Territory Representative

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH HAYES PUMP AND PROCESS FOR THE PURCHASE OF A TROJAN UV DISINFECTION CONTROL PANEL FOR THE WASTEWATER DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Haynes Pump and Process for the purchase of a Trojan UV disinfection control panel for the Wastewater Department in an amount not to exceed \$25,050.00 as set forth in the attached Exhibit A.

Section 2: Because this panel is a sole source item in Arkansas and because this product is brand specific for compatibility with existing equipment at the facility, 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:

April 23, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

A resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Denali Water Solutions for legal hauling and documented disposal of dewatered biosolids from the wastewater plant.

COST TO CITY:

Cost of this Request: \$80,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	80,000
Funds Expended to Date		-
Remaining Budget		80,000
Budget Adjustment		-
Remaining After Adjustment	\$	80,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: April 23, 2019
RE: Biosolids Hauling and Application Contract

A resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Denali Water Solutions for legal hauling and documented disposal of dewatered biosolids from the wastewater plant.

Thank you for your consideration of this request.



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

PROFESSIONAL SERVICE CONTRACT: RFP-19-03

**LEGAL TRANSPORTATION AND DOCUMENTED DISPOSAL OF MECHANICALLY DEWATERED, CLASS B BIOSOLIDS
PRODUCED AT THE CITY OF BENTONVILLE WASTEWATER TREATMENT PLANT**

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Denali Water Solutions, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's RFP Submission, attached hereto as **Exhibit A**, to the City's formal Request for Proposals-19-03-Legal Transportation and Documented Disposal of Mechanically Dewatered, Class B Biosolids produced at the City of Bentonville Wastewater Treatment Plant, attached hereto as **Exhibit B**. The biosolids transportation and disposal services shall consist of performing the services as set forth in this Contract, all attached Exhibits, and as are industry standard when performing transportation services for the material described herein.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Wastewater Operations Supervisor, or the Wastewater Department Manager.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on _____ (month) _____ (day), 2019, and ending on _____ (month) _____ (day), 2020, renewable annually, upon mutual written agreement for a total maximum term of three (3) years.



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

4. Project Scope. All project scope, requirements and procedures shall be in accordance with **Exhibit A** and **Exhibit B**.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor as outlined in **Exhibit A** of this Contract based upon a unit cost of **\$55.00 (fifty-five dollars) per wet ton**. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice to the City monthly as outlined in **Exhibit B**.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the 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 the City's reasonable satisfaction.

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

9. 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 Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. 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.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services 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 Contract 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.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract at any time.

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B** and below, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit A** will result in the direct breach of this Contract and subsequent termination.

a. Minimum Insurance Requirements.

I. Workers' Compensation: Statutory Limits

1. Applicable Federal = Statutory Limits
2. Employer's Liability: 2,000,000.00

II. Comprehensive General Liability (Broad Form):

Combined Single Limit:

1. Bodily injury and Property Damage = \$2,000,000.00 Each Accident

III. Pollution Liability Insurance: \$1,000,000.00 Each Occurrence

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the 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 the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall use his best skills and general industry best practices to ensure a safe work environment, following all State, Local and Federal laws and regulations, for the Contractor, Contractor's employees and personnel, and the civilians that may be located at or near the City facilities at the time when Services are being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas set forth in **Exhibit B**, unless otherwise permitted by written communication from the City. The Contractor shall be liable for any and all damages caused by Contractor, or Contractor's employees or personnel, to such premises.

17. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing, mutually agreed upon, and accepted by both Parties to this Contract.



CITY OF BENTONVILLE, ARKANSAS
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BENTONVILLE, ARKANSAS 72719

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. 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.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract 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 Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract 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 Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit A**.

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this ____ day of
_____, 2019.

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name (printed): _____
Title: _____
Denali Water Solutions
Address: _____



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT A

**DENALI WATER SOLUTIONS PROPOSAL
SUBMITTED IN RESPONSE TO RFP-19-03**



Proposal For

**Legal Transportation & Documented Disposal of
Class B Wastewater Treatment Plant Dewatered
Biosolids**

RFP-19-03

City of Bentonville
Attn: Purchasing Office
117 W Central Ave
Bentonville, AR 72712

Denali Water Solutions LLC
3308 Bernice Ave
Russellville, AR 72802

Gary Emery
gary.emery@denaliwater.com
479-747-6188



3308 Bernice Avenue
Russellville, AR 72802
PO Box 3036 • Russellville, AR 72811
Phone: 479-498-0500

January 30, 2019

City of Bentonville
Attn: Purchasing Office
117 W Central Ave
Bentonville, AR 72712

Ms. Shoemake,

In response to the request for bid **RFP-19-03 Legal Transportation and Documented Disposal of Class B Wastewater Treatment Plant Dewatered Biosolids**, Denali Water Solutions ("Denali"), is pleased to present the following proposal. At Denali, our goal is to continuously exceed our Customers' expectations by providing residuals management services at the highest of industry standards, driven by (1) our team of seasoned residuals management professionals, (2) readily available assets, and (3) an outstanding environmental and safety record.

Denali Water has been in the business of providing residuals management services for the last 22 years, and employs many experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

We appreciate the opportunity to present this proposal and encourage you to contact us with questions or for clarification. The Denali Team looks forward to working with you.

Key contacts for this project are as follows:

Gary Emery, Sales Manager
479-747-6188
Gary.emery@denaliwater.com

Jason Golden, General Manager
479-477-1512
Jason.golden@denaliwater.com

Respectfully,

A black rectangular redaction box covers the signature of Andy McNeill.

Andy McNeill
CEO



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

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-19-03	Date of Issuance:	January 13, 2019
Brief Description:	Legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant.		
Agency:	The City of Bentonville, Arkansas Wastewater Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	February 1, 2019	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Office prior to 10:00 A.M., February 1, 2019. 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 submission deadline. Proposals received after the designated Proposal submission deadline 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-19-03 • 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 and (1) One .pdf digital 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 digital copies will be considered an incomplete submission and may be rejected.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Administrator:	Gladys Shoemaker	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:	Denali Water Solutions LLC	PHONE NUMBER:	479-498-0500	FAX NUMBER:	479-219-5023
BUSINESS STREET ADDRESS:	330 [REDACTED]	CITY:	Russellville	STATE:	AR
SIGNATURE OF AUTHORIZED PERSON:	[REDACTED]	DATE:	1/30/19	ZIP:	72802
PRINTED OR TYPED NAME:	Andy McNeill	TITLE:	CEO		
ARKANSAS SALES OR USE TAX NUMBER:	N/A	STATE CONTRACTORS LICENSE NUMBER:	032693		



GENERAL

Denali Water Solutions was originally founded as Terra Renewal in 1995. Initially focused on industrial wastewater residuals, Terra operated in 20 states, applying greater than one billion gallons of waste water across 225,000 acres of farmland. Following a series of acquisitions and significant expansion, the company diversified into municipal operations and has been operating as Denali Water Solutions since 2014. The company recruited talent from across various industries to fill roles in operations, sales and environmental engineering, and among our senior leadership ranks, we count experts with more than 30 years of experience in residuals management. Denali prides itself on being the premier choice for responsive and ethical residuals management for both public and private customers across the US.



PROPOSED METHOD

As specified in the "references" section, Denali currently retains the contract for removal of biosolids from the City of Bentonville Wastewater Treatment Plant. Our proposed methodology (to include available equipment, personnel and other resources) will remain unchanged.

Utilizing covered end dump trailers at a capacity of 20 cubic yards, we will remove the biosolids upon request by the city. The published timeline is a maximum 72-hour response, with empty trailers to be returned for use no later than 24 hours after the initial load. All loaded trailers will be removed on the day of load. Upon exiting the plant, trailers will be weighed utilizing certified truck scales, and the tare weight will be subtracted from the loaded (gross) to determine exact tonnage transported for that load.

Denali will utilize permitted acreage to land apply all biosolids removed from the plant. This is an existing relationship and provides continuity of service for disposal. All material will be disposed of in accordance with applicable local, state and federal regulations. Following completion of disposal, trailers will be returned empty to the plant for continued hauling.

Finally, the company retains significant assets in the area in support of other customers. The projected total volume of 4000 tons is easily supported by our existing infrastructure, and the proximity of our other operations and company headquarters (located in Russellville, Arkansas) provides us unique experience and familiarity with both the operation and geographic area.



REFERENCES

- A. Wylie, TX. Originally awarded in 2012, Denali currently retains a contract with the North Texas Municipal Water District in Wylie, TX for the transportation and land application of alum residuals from nine storage lagoons. The average output from the WTP in Wylie is 60,000,000 gallons annually, and in support of this, the company manages over 8500 acres of permitted land across 45 sites through the Texas Commission on Environmental Quality (TCEQ).

Contact: Travis Marcum, North Texas Municipal Water District. 505 E. Brown Street, Wylie, TX 75098. 817-991-7535

- B. Chattanooga, TN. Denali currently removes and transports approximately 80,000 tons annually from the Moccasin Bend Wastewater Treatment Plant in Chattanooga, TN. These Class B biosolids are land applied for beneficial reuse in five separate counties across Alabama and Tennessee.

Contact: Matthew L. Snyder, City of Chattanooga. 1250 Market Street, Chattanooga, TN 37402. 423-757-0049.

- C. Bentonville, AR. Denali is currently performing all work associated with the removal of biosolids from the City of Bentonville Wastewater Treatment Plant. This experience and our existing relationships with area farmers and the City of Bentonville leave us poised to continue successful work in 2019 and beyond.



PROPOSED COST

Biosolids will be removed from the City of Bentonville Wastewater Treatment Plant at a proposed price of \$55.00 per WET TON.



CERTIFICATE OF LIABILITY INSURANCE

DENAL-2

OP ID: BLI

DATE (MM/DD/YYYY)

11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Russellville 706 West Main Russellville, AR 72801 Jordan Lieblong		CONTACT NAME: Jenny Lefevre PHONE (A/C, No, Ext): 479-968-3333 E-MAIL ADDRESS: jlefevre@bbgca.com FAX (A/C, No): 479-968-4439	
INSURED Denali Water Solutions, LLC WeCare Denali, LLC WeCare Organics, LLC 3308 Bernice Avenue Russellville, AR 72802		INSURER(S) AFFORDING COVERAGE INSURER A: Commerce & Industry Ins Co INSURER B: Nat'l Union Fire Ins Co of PA INSURER C: Western World Insurance Co INSURER D: Charter Oak Fire Insurance Co INSURER E: Travelers Prop Cas Co of AM INSURER F:	
		NAIC # 19410b 19445 13196 25615 25674	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		EVP1000779-00	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 10,000,000 Prof Liab \$ 10,000,000
C	☒ Pollution/Profess Deduct: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		XCU & SEPARAT OF INSURED POLL/PROF IS CLAIMS MADE			
AUTOMOBILE LIABILITY						
B	☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS Owned Ded 2,000		CA3761949	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ HNO Deduct \$ 3,000
E	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ZUP-81M96226-18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Exc Over \$ Auto/WC
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC014220963 WC014220964 (CA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		EVX1000780-00 GL/CPL	04/01/2018	04/01/2019	Limit 1,000,000
D	Inst'll Flot/L&R Eq		QT-660-7K974513-COF-18	04/01/2018	04/01/2019	Limit 1mill/1mill

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: RFQ for Legal Transportation and Documented Disposal of Class B Wastewater Treatment Plant Dewatered Biosolids

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville 117 West Central Ave Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2010/05)

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CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT B

**CITY OF BENTONVILLE
REQUEST FOR PROPOSAL(RFP)-19-03**

Request for Proposals
Legal Transportation and Documented Disposal of Class B
Wastewater Treatment Plant Dewatered Biosolids

RFP-19-03

The City of Bentonville is accepting Proposals from qualified transportation companies for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant. For questions, or to obtain the required Request for Proposal document, contact the Purchasing Office by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at 117 West Central Ave., Bentonville, AR 72712. The deadline for Submissions is 10:00 A.M., Friday, February 1, 2019. Late Submissions will not be accepted.



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

EXHIBIT B

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-19-03	Date of Issuance:	January 13, 2019
Brief Description:	Legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant.		
Agency:	The City of Bentonville, Arkansas Wastewater Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	February 1, 2019	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Office prior to 10:00 A.M., February 1, 2019. 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 submission deadline. Proposals received after the designated Proposal submission deadline 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-19-03 • 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 and (1) One .pdf digital 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 digital 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:	PHONE NUMBER:	FAX NUMBER:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER:	STATE CONTRACTORS LICENSE NUMBER:	

Page 1 of 7

CITY OF BENTONVILLE, ARKANSAS REQUEST FOR PROPOSAL: OFFICIAL SOLICITATION DOCUMENT



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

Request for Proposal

The City of Bentonville, Arkansas is requesting sealed proposals from qualified transportation companies for the legal transportation and documented disposal of mechanically dewatered, Class B biosolids produced at the City of Bentonville Wastewater Treatment Plant.

The City will use the following schedule for the selection process:

- Publish notice for Request for Proposals: January 13, 2019
- Deadline for submitting questions to the Purchasing Office: January 26, 2019 (4:30 P.M.)
- Deadline for proposal submissions: February 1, 2019 (10:00 A.M.)
- Interviews with Proposers: TBD
- Presentation and award recommendation to City Council: February 26, 2019

* The presentation and award recommendation to City Council dates are tentative.

Recommended Pre-Submission Meeting:

The City recommends that all parties interested in Proposing schedule a Pre-Submission meeting with the City's Purchasing Office to visit the Wastewater Department. A Pre-Submission meeting provides the opportunity for Proposers to inspect the site conditions, accessibility and other circumstances prior to Proposing. Appointments can be made by calling 479-271-3115, by emailing purchasing@bentonvillear.com or by visiting the Purchasing Office located at 117 West Central Ave., Bentonville, AR 72712.

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals by the deadline and in the overall format as outlined in this solicitation.
2. The City of Bentonville, Arkansas will be referred to as "City" periodically throughout this RFP. The transportation company submitting a proposal in response to this RFP will be referred to as "Proposer" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:
 - **RFP Number:** RFP-19-03
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile proposals will be considered.

4. Proposers may provide additional supporting documentation pertinent to clarification of the proposal.
5. The City reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
 - Adopt all or any part of the proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest cost in the proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.



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

6. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for proposal are 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 expense so incurred, regardless of acceptance of proposal or award.
7. All proposals and other materials submitted shall become the property of the City.
8. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
9. This proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
10. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
11. At the discretion of the City, one or more parties may be asked for more detailed information before final ranking and/or award of the proposal, which may also include oral interviews.
12. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.

Scope:

A. Description of Product and General Terms

Class B Biosolids are a by-product of the wastewater treatment process. The City dewateres Class B biosolids to a solid content of between 14% and 25% using a PWTech Screw Press. Solids contain Liquid polymer added before the screw press to facilitate the mechanical dewatering process. The biosolids may also contain aluminum sulfate, used to precipitate Phosphorus from the treated water.

1. The awarded Proposer will be required to provide proof of insurance and operating authority, as described herein.
2. The term for the awarded Proposer shall be one (1) year. Upon mutual written agreement, the contract may be renewed annually in one (1) year increments for a maximum total term of three (3) years. Should the City and the awarded Proposer agree to renew, there shall be no change in terms and conditions or pricing.
3. All origin loading shall be in the City of Bentonville, Arkansas.
4. The awarded Proposer is not permitted to subcontract any part of the services described herein at any time.
5. Laboratory analysis of the solids are available upon request. MSDS sheets for the liquid polymers are available upon request.
6. The City estimates up to 4,000 tons of dewatered solids per year may require transportation and disposal by the Proposer.
7. Due to the varying amounts of solids produced by the City, the Proposer shall be capable of transporting and disposing of up to fifteen (15) trailer loads of solids per week.
8. The awarded Proposer will be required to sign a binding contract with the City of Bentonville.



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

Scope cont..

9. The actual amount of hauled solids produced may vary from week to week or season to season. The Proposer should also be aware that there will be periods during the year when the City will have no solids available for disposal and, therefore, transportation and disposal services would not be required during those times.

B. Description of Work

1. The Proposer shall provide covered, leak proof end dump or side dump trailers with a capacity of at least twenty (20) cubic yards to transport the biosolids to a disposal site.
2. Any disposal site that the Proposer uses to dispose of the biosolids must meet all local, state and federal government regulations for accepting this material.
3. The City will be responsible for loading the solids into the trailer provided by the Proposer. The biosolids shall be in cake form with a solids content of between 14 percent (%) and 25 percent (%).
4. The City shall be responsible for any damage to the provided trailer that is proven to be directly caused by the City. All claims of damage shall be conveyed in writing between the City and the awarded Proposer.
5. The awarded Proposer shall abide by DOT weight limitations to determine the maximum weight.
6. No trailers shall be left at the Wastewater Plant, all loaded material shall be hauled the same day as loading.
7. The Proposer shall be responsible for maintaining insurance on the trailers at all times.
8. The Proposer shall be responsible for transporting the solids to the designated disposal site(s), disposing of the solids and returning the empty trailer to Bentonville's wastewater treatment plant as needed.
9. The Proposer shall provide a trailer, as specified, within three working days (72 hours) of being notified, by phone or other means, by the City that a trailer is needed to transport solids. If required, the Proposer shall be responsible for returning the empty trailer to the City's Wastewater Plant within one working day (24 hours) after pick up. The trailer shall be returned completely empty. If any solids are present in the returned trailer it will not be accepted and the Proposer shall provide another empty trailer for the City to use.
10. The loading and the pick-up of the trailers shall occur during normal working hours of 7:30am to 4:00pm Monday through Friday, unless special circumstances occur.
11. Once a trailer is loaded by the City, fully or partially, there shall be no cancellations for the removal of the loaded trailer and the legal transportation and documented disposal of the biosolids.
12. The Proposer shall be responsible for choosing the permitted disposal site(s).
13. All associated disposal costs, fees, permits and taxes shall be the responsibility of the Proposer. The Proposer may utilize any method of disposal that is legally acceptable in accordance with federal, state and local laws and regulations including, but not limited to: a permitted dedicated disposal site, a landfill site, permitted land application, or for the permitted processing of other use. Means and methods shall conform to all permit restrictions and conditions.
14. The Proposer shall assume all responsibility for the safe handling, transportation and disposal of the biosolids and shall take full title and ownership of all material(s) once the loaded trailer departs the City's Wastewater Plant.



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

Scope: Description of Work Cont..

15. Spillage or tracking of the biosolids off site is prohibited. The Proposer shall be solely responsible for the prompt cleanup of any such spills. In the event of an off-site spill, the Proposer shall notify the City of Bentonville immediately with the location and amount of solids spilled. The City shall then notify state regulatory authorities. The Proposer will be responsible for all clean-up costs and/or fines associated with any off-site spill. The City of Bentonville reserves the right to inspect the site of the spill before and after the cleanup.
16. To determine the weight of solids hauled and disposed of for each load, the empty trailer shall first be weighed (tared) using a certified truck scale. The loaded trailer shall be weighed again using the same truck scale (gross); subtracting the tare weight from the gross weight shall determine the net weight amount hauled and disposed of for that load.

C. Payment for Services

1. Upon the conclusion of each month where services, as described herein, were performed the Proposer shall provide the City's Accounts Payable Office with copies of all scale tickets for that period, all load manifests for that period and an invoice. The invoice shall include the net weight of each load, conveyed in pounds, and a total invoice amount. The total invoice amount shall be calculated solely on a per wet ton basis. All invoices and supporting documentation shall be submitted to the City of Bentonville Accounts Payable Office, located at the address below:

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted to the correct address will be verified with the Wastewater Department and paid within 30 days of receipt. Failure to submit the required documentation to the correct remittance address, in the manner set forth in this RFP, may result in a delay in payment.

2. There shall be no fuel adjustment costs.

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

Required Responses:

1. General Requirements:

Please demonstrate the qualifications, competence and capacity of the transportation company seeking to perform the services listed herein and provide the necessary items.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed.

References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing transportation company maintains the following insurances:

- a) Workers Compensation
 - a. State = Statutory
 - b. Applicable Federal (e.g USL&H) = Statutory
 - c. Employer's Liability = \$2,000,000.00 Each Accident
- b) Comprehensive or Commercial General Liability
 - Combined Single Limit:
 - a. Bodily Injury and Property Damage = \$2,000,000.00 Each Accident
- c) Pollution Liability Insurance
 - a. \$1,000,000.00 Each Occurrence

4. Proposed Method of Doing Work

- a. In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to properly transport and dispose of the product, as specified in this RFP.

5. Proposed Cost of Performing Services:

- a. The Proposed Cost of Performing the services, as specified herein, shall be conveyed only in WET TON (e.g. \$0.XXX) per wet ton).

All Proposed Costs of Performing Services shall be inclusive of including, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



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

Evaluation and Award

The Public Works Director and a selection committee will evaluate the Proposals based on the criteria outlined below. Additional information may be requested from and interviews may be held with the three Proposers deemed to be the most highly qualified to provide the services required. A contract will be negotiated with the Proposer ranked the most qualified by the selection committee. If the selection committee is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

Once a recommendation is reached by the Public Works Director, the selection will be presented to the City Council for its approval. Final evaluation and selection will be according to the following criteria and based on approval by City Council:

Response Response in relation to how complete, thorough and responsive the Proposer is to the proposal document.	20%
Experience, Competence, and Capacity Experience, competence, and capacity for performance. The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity for the disposal of the Class B biosolids at the maximum volumes as stated herein.	20%
Proposed Method of Doing Work Proposers shall set forth their Proposed Method of Doing Work, as described herein and as standard to performing the services described in this RFP.	25%
Disposal Capacity The capacity and ability that the Proposer has to realistically meet the transportation and disposal requirements, as outlined herein.	20%
Price The Proposed Cost of Services, as described herein, conveyed only by PER WET TON.	15%

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Central Arkansas 706 W. Main Russellville AR 72801	CONTACT NAME: Jenny Lefevre PHONE (A/C, No, Ext): (479) 968-3333 FAX (A/C, No): E-MAIL: jlefevre@bbgca.com ADDRESS:														
INSURED Denali Water Solutions, LLC WeCare Denali, LLC / WeCare Organics, LLC 3308 Bernice Ave Russellville AR 72802	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER B: Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER C: Commerce and Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER E: Hallmark Specialty Insurance</td><td>26808</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Surplus Lines Insurance Company	13604	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Commerce and Industry Insurance Company	19410	INSURER D: The Charter Oak Fire Insurance Company	25615	INSURER E: Hallmark Specialty Insurance	26808	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1932955761**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution/Professional/Transportatio ☒ Pollution/Prof Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: XCU & Separate of insds		1000067344191	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 11,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 11,000,000 PRODUCTS - COMPIOP AGG \$ 11,000,000 Professional Liab \$ 11,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	1000636685191/1000636686191	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED \$ RETENTION \$		77HX195262	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC014220963	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater Leased/Rented Equipment		QT-660-7K974513-COF-19	04/01/2019	04/01/2020	Limit 1,000,000 Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured for Auto Liability, but only as respects to liability arising from the operations of the insured and where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Bentonville 1901 Northeast Bentonville AR 72712	Wastewater Utilities
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE: [REDACTED]	

ACORD 25 (2016/03)

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Brown & Brown of Russellville
P.O. Box 40
Russellville, AR 72811
479-968-3333 Fax - 479-968-4439

April 5, 2019

City of Bentonville
Purchasing Administrator

Dear Ms. Shoemaker:

This letter is to confirm that the \$10,000,000 Umbrella policies for Denali Water Solutions apply to the Workers Compensation and Auto Liability policies. If you need any further clarification, please feel free to contact us.

Sincerely,

[Redacted Signature]

Blair Lieblong
Account Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH DENALI WATER SOLUTIONS FOR
BIOSOLID DISPOSAL.**

**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 Denali Water Solutions for legal hauling and documented disposal of dewatered biosolids from the Wastewater Plant 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 #	IFB-19-21
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Bid award to Henard Utility Products Inc. in order to upgrade our existing camera truck in the amount of \$106,215.00. This is a budgeted item for 2019.

COST TO CITY:

Cost of this Request: \$106,215

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: April 10, 2019

TO: **City Council, Mayor Orman**

FROM: Preston Newbill, Water Utilities Manager

RE: **Bid award upgrading our existing Camera Truck**

The Water Utilities Department request Council to award the bid upgrading our existing camera truck to Henard Utility Products Inc. in an amount of \$106,215.00. Our existing camera truck is a 2005 model and the camera, camera transporter, cabinetry, computer hardware and software is in need of replacement due to age and becoming unsupported. This is a 2019 budgeted item in the amount of \$120,000.



BID TABULATION:
RETROFIT CONVERSION OF 2006 CUES CAMERA TRUCK
IFB-19-21
BID OPENING:
APRIL 4, 2019
10:00 A.M

BIDDER NAME	BID COMPLETE	RETROFIT CONVERSION OF 2006 CUES TRUCK	PICK UP FEE	DELIVERY FEE	TAXES	ALL OTHER FEES	TOTAL BID PRICE
HENARD UTILITY PRODUCTS INC.	YES	\$94,000.00	\$1,500.00	\$1,500.00	\$9,215.00	NA	\$106,215.00

Notice to Bidders
Retrofit Conversion of 2005 CUES Camera Truck

IFB-19-21

The City of Bentonville is accepting sealed bids for a Retrofit Conversion of a 2005 CUES Closed Circuit Television 16-Foot (16') Hi-Cube Camera Truck, including a new camera and transporter, and a complete retro fit of the control room including new computer and Granite Net software, and all operating necessities. Specifications and the required bid packet may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Thursday, April 4, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.

Notice to Bidders

IFB-19-21

Amendment to Advertisement

The advertisement published on March 13, 2019 inadvertently listed the year of the CUES truck as 2005. The correct year of the CUES truck is 2006. Please see Amended advertisement below:



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

INVITATION FOR BID (IFB)
Retrofit Conversion of 2006 CUES CAMERA TRUCK

Date of Issuance: **March 13, 2019**

Bid Number: **IFB-19-21**

Bid Opening Date: **April 4, 2019**

Bid Opening Time **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Office by emailing purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., March 29, 2019.

Bids must be received by the Purchasing Office prior to 10:00 A.M., April 4, 2019 in a sealed envelope, clearly marked on the outside with bid # IFB-19-21. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, First floor, Purchasing Office, 117 West Central Ave, Bentonville, AR 72712.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	HENARD UTILITY PRODUCTS, INC.	PHONE NUMBER:	501-268-1987	FAX NUMBER:	501-268-7437
BUSINESS ADDRESS, STREETS:	1920 S. MAIN STREET	CITY:	SEARCY	STATE:	AR
SIGNATURE OF AUTHORIZED REPRESENTATIVE:			DATE:	APRIL 1, 2019	
PRINTED OR TYPED NAME:	JERRY M. TODD		TITLE:	PRODUCT MANAGER	

ARKANSAS SALES OR USE TAX NUMBER: 114157-73-001

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, installation and consulting for the complete Retrofit Conversion of a 2006 CUES Closed Circuit Television 16-Foot (16') Hi-Cube Camera Truck (2006 CUES Truck), including a new camera and transporter, and a complete retrofit of the control room, including a new computer and Granite Net software, as well as all operating necessities for the City of Bentonville Water Department.

Due to existing equipment and being a retrofit conversion, all bid items shall fit the existing Hi-Cube chassis, existing CUES cable reel and CUES operating systems.

RESPONSE DOCUMENTS

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the complete Retrofit Conversion of a 2006 CUES Closed Circuit Television 16-Foot (16') Hi-Cube Camera Truck, including a new camera and transporter, and a complete retrofit of the control room, including a new computer and Granite Net software, as well as all operating necessities for the City of Bentonville Water Department.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the Retrofit Conversion of a 2006 CUES Closed Circuit Television 16-Foot (16') Hi-Cube Camera Truck, including a new camera and transporter, and a complete retrofit of the control room, including a new computer and Granite Net software, as well as all operating necessities for the City of Bentonville Water Department.

The awarded Bidder will be expected to pick-up the existing 2006 CUES truck from the City of Bentonville Water Department to perform any necessary removal of existing equipment and the installation of all retrofit equipment, as specified and as standard to the type of work described herein. Upon completion, the awarded Bidder shall deliver the converted truck to the City of Bentonville Water Department.

PURCHASE OF EQUIPMENT

This Invitation for Bid is for the purchase and installation of all equipment, as specified and as standard to the type of work described herein.

PICK UP AND DELIVERY OF 2006 CUES TRUCK

The awarded bidder will coordinate the pick-up and delivery of the 2006 CUES Truck with the City of Bentonville Water Department. Pick-up and delivery will take place within the City limits of Bentonville, Arkansas.

CITY'S RIGHT TO INSPECT AND TEST EQUIPMENT

The City reserves the right to inspect and test all equipment upon delivery, prior to payment for and acceptance of the work.

COMPLIANCE

1. All equipment components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded Bidder will be responsible for ensuring that all items meet the specifications listed herein, in addition to all industry standard specifications which may not be known to the City, before delivery to the City.
3. The awarded Bidder will make no substitutions for bid items without prior written approval from the City of Bentonville Purchasing Office.

EQUIPMENT

All equipment shall be new and of current production of national firms that manufacture the type of equipment described herein.

TRAINING

The awarded Bidder will be responsible for the on-site training of City of Bentonville operators, on all aspects of the equipment, at a time to be mutually agreed upon and determined between the City of Bentonville and the awarded Bidder. The training shall take place upon delivery. The on-site training shall take place for three (3) full working days, up to eight (8) hours per day, during the City of Bentonville Water Department's normal working hours, which are Monday through Friday from 8:00 A.M. to 4:00 P.M. The City of Bentonville working hours are affected by Federal Holidays. It shall be the awarded Bidder's responsibility to ensure that delivery takes place during City of Bentonville working hours.

PICK UP AND DELIVERY SCHEDULE

The City of Bentonville requests pick-up of the 2006 CUES Truck within thirty (30) days from the Notice of Award issuance date. The City requests retrofit and overall completion, as specified, within three (3) weeks from the date of pick-up, and delivery of the completed 2006 CUES Truck within thirty (30) days from the date of pick-up. If this pick-up and delivery schedule cannot be met, Bidder must state the number of days required to pick-up the 2006 CUES Truck, and the number of days required to deliver the completed 2006 CUES Truck and place the truck in the City's designated location. Failure to state pick-up and delivery dates obligates the Bidder to complete pick-up and delivery within the City's requested timeline. Extended pick-up and delivery dates may be considered when in the best interest of the City.

Pick-up of 2006 CUES Truck: Mid July if awarded in Mid April days after Notice of Award.

30 Number of days required to complete the retrofit conversion process and install all equipment.

Delivery of the completed 2006 CUES Truck: Mid August

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

The awarded Bidder shall submit an invoice to the City, at least two (2) weeks prior to delivery, to the remittance address below:

City of Bentonville
ATTN: Accounts Payable Office
117 West Central Ave.
Bentonville, AR 72712

Invoices sent on time and to the correct address will be paid via check upon acceptance and delivery.

PAYMENT TERMS

☐ Net 30 days



Other: NET 10

Contractor/Vendor Disclosure

Company Name: HENARD UTILITY PRODUCTS, INC.

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

☒ Yes ☐ No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

NONE

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** JS Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Purchasing Manager directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.
- The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.
- The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.
- Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.
- In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply
- No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Procurement Manager of the City.
13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Manager of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Office, 117 West Central, Bentonville, AR 72712.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. For additional information, Bidder may use the 'NOTES' column. In the event that more space is needed, Bidder may submit supplemental information by including it in their bid submission. Bidder must also provide other information where indicated.

SPECIFICATION LINE NUMBER	SPECIFICATION	AS SPECIFIED (Place an "X" in this column ONLY if the item(s) meet specification)	NOTES
1	SAFE ENTRY/EXIT BUMPER: ○ Three (3) steps- evenly spaced. ○ Bottom step is able to fold up for ground clearance. ○ Equipped with a safety grab handle.	X X X	
2	P&T ZOOM III M/C BUILT-IN SONDE LED CAMERA: ○ Solid state color sewer TV camera. ○ Pan & rotate camera head with 40:1 zoom ration, 10x optical zoom and 4x digital zoom. ○ NTSC color standard with 4x light integration. ○ 4x5W cluster LED's for 6" (six inches) through 72" (seventy-two inches) lines. ○ Built-in 512Hz transmitter. ○ Camera transportation and storage case.	X X X X X X	
3	SELF-PROPELLED, TRAC DRIVEN, CAMERA TRANSPORTER WITH THE ABILITY TO ADD WHEELS: ○ Made for 6" (six inches) pipe sizes with free wheel and powered reverse. ○ Built-in 6" (six inches) receptacle for direct insertion of the camera. ○ Protective housing for optical zoom camera pan and tilt, with a locking feature. ○ 7" (seven inches) to 15" (fifteen inches) extenders for compact TRAC transporter. ○ 18" (eighteen inches) to 24" (twenty-four inches) extension kit for compact TRAC transporter.	X X X X X	

[illegible]

[illegible]

PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all equipment, preparation, loading, unloading, pick-up, delivery, transportation, training, supply of manuals, and taxes to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%

Pick-up and delivery will be made within the City of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price.

Description	Cost
Retrofit conversion of a 2006 CUES closed circuit television 16' (16-Foot) Hi-Cube camera truck, including a new camera and transporter, a complete retrofit of the control room, including a new computer and Granite Net software and all operating necessities, AS SPECIFIED:	\$ 94,000.00
Pick-up Fee:	\$ 1,500.00
Delivery Fee:	\$ 1,500.00
Taxes:	\$ 9,215.00
All other fees to the City of Bentonville, Arkansas: Description of charges: <u>PERFORMANCE BOND</u> <u>IF REQUIRED</u>	\$ 445.00
TOTAL BID PRICE	\$ 106,660.00

[END OF IFB-16-21 DOCUMENT]

Gladys Shoemake

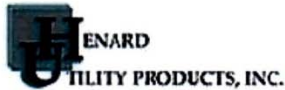
From: Suzanne Modlin <suzannem@henardutility.com>
Sent: Tuesday, April 09, 2019 2:24 PM
To: Gladys Shoemake
Cc: Jerry Todd
Subject: FW: IFB-19-21--Henard Utility Bid Submission Pricing: Request for Clarification
Attachments: DOC040919-04092019132624.pdf

Gladys,

Good afternoon.

Please find attached Total Bid Price, less the \$445.00 Performance Bond fee.

Jerry M. Todd
Product Manager
Henard Utility Products, Inc.
501-288-0268 cell
jerrytodd@henardutility.com



From: Gladys Shoemake <gshoemake@bentonvillear.com>
Sent: Friday, April 5, 2019 8:53 AM
To: Jerry Todd <jerrytodd@henardutility.com>
Cc: Purchasing <purchasing@bentonvillear.com>
Subject: IFB-19-21--Henard Utility Bid Submission Pricing: Request for Clarification

Good Morning Mr. Todd,

This email is in regards to the Henard Utility Products, Inc. Bid Submission in response to the City of Bentonville Invitation for Bids-19-21-Retrofit Conversion of 2006 CUES Camera Truck.

During review of the pricing submitted by Henard Utility (pictured below), we noticed that there was a fee in the amount of \$445.00 for obtaining a Performance Bond if required. This solicitation did not specify the requirement of a Performance Bond.

We would like to request that you reply back to this email with the Total Bid Price, less the \$445.00 Performance Bond fee; as it is not applicable.

Description	Cost
Retrofit conversion of a 2006 CUES closed circuit television 16' (16-Foot) Hi-Cube camera truck, including a new camera and transporter, a complete retrofit of the control room, including a new computer and Granite Net software and all operating necessities, AS SPECIFIED:	\$ 94,000.00
Pick-up Fee:	\$ 1,500.00
Delivery Fee:	\$ 1,500.00
Taxes:	\$ 9,216.00
All other fees to the City of Bentonville, Arkansas: Description of charges: <u>PERFORMANCE BOND</u> if required	\$ 448.00
TOTAL BID PRICE	\$ 108,660.00

Thank you for your assistance, please let me know if you have any questions.

Thank you,

Gladys Shoemake
Purchasing Administrator
City of Bentonville, Arkansas
P: (479) 271-3115
F: (479) 271-5913



PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all equipment, preparation, loading, unloading, pick-up, delivery, transportation, training, supply of manuals, and taxes to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%

Pick-up and delivery will be made within the City of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price.

Description	Cost
Retrofit conversion of a 2006 CUES closed circuit television 16' (16-Foot) Hi-Cube camera truck, including a new camera and transporter, a complete retrofit of the control room, including a new computer and Granite Net software and all operating necessities, AS SPECIFIED:	\$ <u>94,000.00</u>
Pick-up Fee:	\$ <u>1,500.00</u>
Delivery Fee:	\$ <u>1,500.00</u>
Taxes:	\$ <u>9,215.00</u>
All other fees to the City of Bentonville, Arkansas: Description of charges: _____	\$ <u>0.00</u>
TOTAL BID PRICE	\$ <u>106,215.00</u>

[END OF IFB-16-21 DOCUMENT]



Bond No. 6099033

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we HENARD UTILITY PRODUCTS INC
PO BOX 9238

SEARCY, AR 72145-9238

as Principal and Federated Mutual Insurance Company, a corporation, organized and existing under the laws of
the State of Minnesota and having its principal place of business at 121 East Park Square, PO Box 328, Owatonna,
MN 55060, as Surety, are held and firmly bound unto _____
CITY OF BENTONVILLE

117 WEST CENTRAL AVE BENTONVILLE, AR 72712

as Obligee,

in the sum of 5% OF THE BID

_____ Dollars (\$ _____)

for payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a
proposal to the Obligee on a contract for RETRO FIT CONVERSION OF A 2006 CUSE CAMERA TRUCK

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may
be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful
performance of the said contract; or if the Principal shall fail to do so, pay to the Obligee the damages which the
Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void;
otherwise to remain in full force and effect.

Signed and sealed this 4TH day of APRIL, 2019

HENARD UTILITY PRODUCTS INC

(Principal)

BY: _____

Federated Mutual Insurance Company

BY: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

MICHELLE KRAAY of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS (\$100,000) EACH

HENARD UTILITY PRODUCTS INC SEARCY, AR

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY

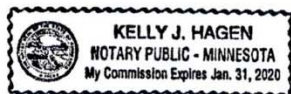
and BY

Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

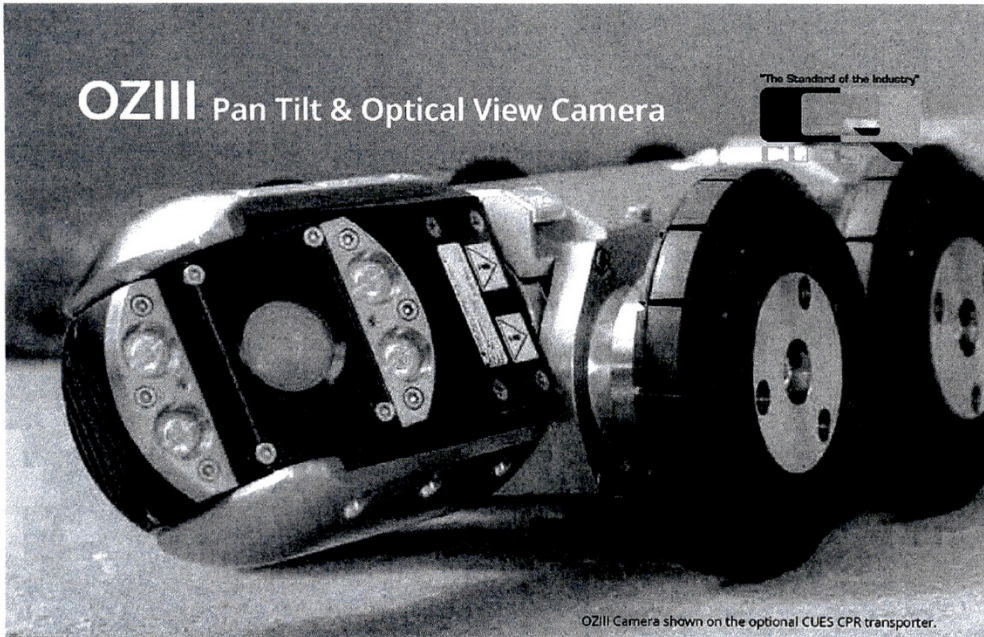
On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



OZIII Pan Tilt & Optical View Camera

"The Standard of the Industry"

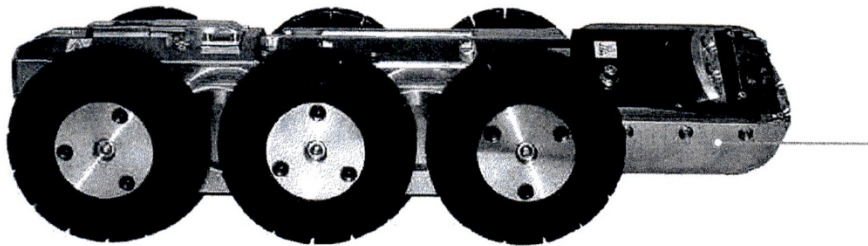


OZIII Camera shown on the optional CUES CPR transporter.



THE OZIII CAMERA PROVIDES UP TO 40:1 OPTICAL/DIGITAL ZOOM, AUTOMATIC FOCUS, AS WELL AS REMOTE FOCUS AND IRIS CONTROL, TO ASSURE THE BEST QUALITY VIDEO WITHIN VARYING PIPE CONDITIONS.

The OZIII optical zoom pan-and-tilt camera offers built-in directional field-replaceable lighting for 6" to 72" pipe to produce the highest quality image details of your CCTV pipeline inspection. Use the OZIII camera with the CUES steerable Compact Pipe Ranger (CPR) to inspect 6" relined through 48" sanitary and storm sewers. OZIII connects directly to the CPR transporter with no exterior wires or cables.

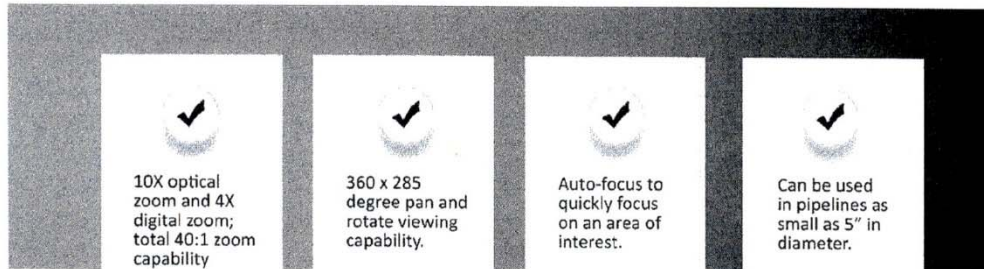


OZIII Pan Tilt & Optical Zoom Camera

Features & Benefits



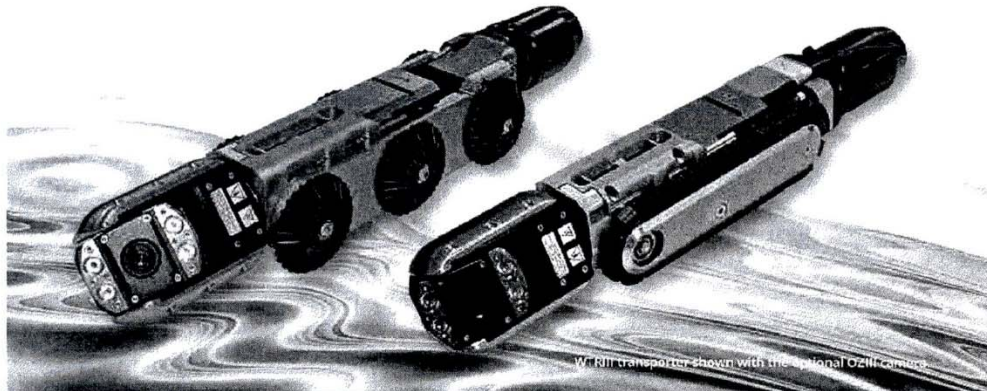
- 10X optical zoom and 4X digital zoom; total 40:1 zoom capability enhances image details from faraway distances.
- .4 MP; higher image resolution means sharper pictures with maximum detail.
- 360 x 285 degree pan and rotate viewing capability; pan and tilt simultaneously while the transporter moves!
- Field-replaceable white LED lighting for 6"-72" lines with optional external lightheads; internal lights are directional with the moving camera head for optimum illumination in various pipeline conditions.
- Gamepad control of focus, iris, and shutter allows the operator to compensate for pipe conditions.
- Pan, rotate, zoom, and focus homing feature; quick and easy to reorient to the current location.
- Optical-grade sapphire camera window helps prevent image distortion.
- Includes an internal diagnostic system.
- Options: 512 Hz sonde for locating and inclinometer for inclination surveys.
- Can be used in pipelines as small as 5" in diameter.



← The OZIII camera include an optional sonde to accurately locate the camera in metallic and non-metallic pipes! An optional inclinometer is also available for inclination surveys.

WTRIII Transporter

Wheeled/Tracked Transformer Transporter

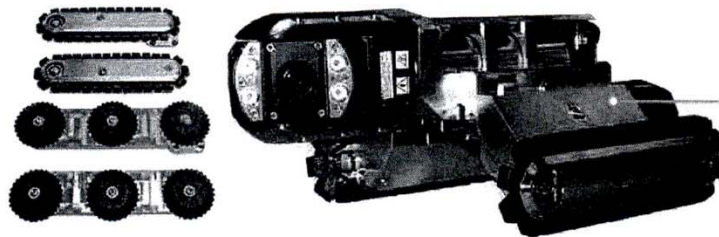


WTRIII transporter shown with the optional Ozilii Camera



THE CUES WTRIII OFFERS THE BEST OF BOTH WORLDS. THE CUES WTRIII IS AN AFFORDABLE AND VERSATILE TRANSFORMER TRANSPORTER THAT CAN OPERATE WITH WHEELS OR TRACKS. YOU CAN TRANSFORM YOUR TRANSPORTER TO ACCOMMODATE VARYING PIPE CONDITIONS!

Distinguished as the first modular transporter in the CCTV pipeline inspection industry, the WTRIII can be adapted to operate in varying, difficult, and hazardous pipelines ranging from 6" diameter relined pipe up to 30" pipes. Save time with the quick installation of wheels or tracks with single point removal. Save money since existing CUES wheel sets can be used on the transporter. Various wheel sets and tracks are available to maximize performance.



WTRIII Transporter

Features & Benefits



- Traverse varying pipe conditions with quick install of wheels or tracks.
- Inspects 6" relined through 30" pipe.
- Optional high-traction tracks are available, easy to install.
- Weighted adapters optically center the camera in each pipe size and increase bottom clearance.
- Single point removal of wheels.
- Various wheel sets available to maximize performance in various pipe conditions.
- Camera connects directly into transporter with protective carriage assembly.
- Works with CUES OZIII pan and tilt zoom camera or CUES OZIII Nite Lite Pan and Tilt Camera.

Various wheel sets and tracks are available to maximize performance.	Affordable and versatile transformer transporter that can operate with wheels or tracks.	Save time with the quick installation of wheels or tracks with single point removal.	Inspects 6" relined through 30" pipe.

◀ The CUES WTRIII is an affordable and versatile transformer transporter that can operate with wheels or tracks. You can transform your transporter to accommodate varying pipe conditions!



EVOLUTION

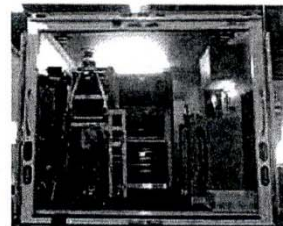
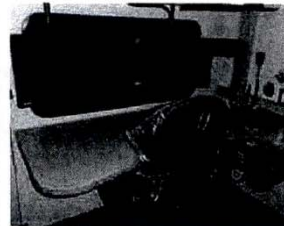
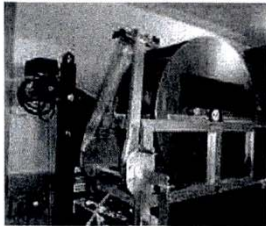
Series 3.0 Interior

THE CUES EVOLUTION 3.0 SERIES IS DESIGNED TO MAXIMIZE OPERATOR COMFORT, SAFETY AND CONVENIENCE.



THE EVOLUTION 3.0 SERIES INTERIOR PROVIDES A MODERN ERGONOMIC DESIGN TO ACHIEVE EASE OF OPERATION, SAFETY, AND CONVENIENT STORAGE TO PRODUCE THE MOST EFFICIENT, RUGGED, AND RELIABLE SYSTEM IN TODAY'S MARKET.

The Evolution 3.0 Series Interior includes many standard features, such as insulated walls and ceilings for interior comfort, the best interior materials and finishes available to provide a long lasting quality work environment for the operator, a large tinted safety glass viewing window to maximize the viewing area when operating the equipment, and high-bright long-life interior LED lighting to maximize operator safety and efficiency.





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	19-22
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Bid award for ROW maintenance to Upkeep Tree Service per the bid tab attached. Services will be on an as needed basis. This contract will be renewable for up to 3 years.

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



M E M O R A N D U M

DATE: April 23, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: Bid Award – ROW maintenance

The Electric Department recommends awarding the bid for ROW maintenance services to Upkeep Tree Services per the attached bid tab.

In order to assist BEUD's ROW crew with the current workload, Upkeep Tree Services will be utilized on as needed basis to trim around power line, clean up "hot spots", and remove trees associated with BEUD projects.

Upkeep was the only contractor to submit a bid.



BID TABULATION:

TREE TRIMMING SERVICES ALONG CITY OF BENTONVILLE POWER LINES

IFB-19-22

BID OPENING:

April 8th, 2019

1:00 P.M

BIDDER NAME	BID COMPLETE	DELIVERY DATE	APPENDIX A	ADDENDUM 1	TOTAL BID PRICE
UPKEEP	YES	4/25/2019	YES	YES	\$8.75 PER ONE LINEAR FOOT OF OVERHEAD LINE AND ONE INCH OF STUMP GROUND



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

A budget adjustment to accept and recognize a vehicle insurance settlement from Arkansas Municipal League and apply the settlement amount to our Vehicle Maintenance account. The settlement was the result of an April 2nd, 2019 on-duty accident involving one of our marked Tahoe police cars (2010-114). There were no injuries and our operator received the contributing factor. The settlement amount from ARML was \$7,263.32 after the \$1,000 deductible was applied. The settlement amount will cover the cost of repair.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by: **Ellen Norvel/Jake Harper**

Department

Comm. Dev./Admin

Phone

271-3191

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to amend the agreement with Hight Jackson for architectural services for the Administration Services Building to include a relocated Community Development Building and renovation of the current Community Development Building as City Hall.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

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PLEASE RECYCLE



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> New City Administration Services Building Bentonville, AR	AGREEMENT INFORMATION: Date: December 26, 2018	AMENDMENT INFORMATION: Amendment Number: 001 Date: March 6, 2019
OWNER: <i>(name and address)</i> City of Bentonville Bentonville, AR	ARCHITECT: <i>(name and address)</i> Hight Jackson Associates PA Rogers, AR	

The Owner and Architect amend the Agreement as follows:
Additional Scope of Work is to include the following Projects:

1. Design a new building to be located at the Public Works facility. Building will house departments currently located at the Community Development Building. These offices include Planning, Building Inspections, Permitting and Mapping. A multipurpose space will also be provided to conduct Technical Review Meetings and Planning Commission meetings.
2. Renovation of the Community Development Building. Scope of Work is to include renovating second floor to house Mayor's office, Finance and Legal. First floor renovations are to include expansion of Council Chambers and other functions to be determined. Also included will be exterior modifications to the façade of the building and current parking area.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Fees will be in accordance with existing contract.

Schedule Adjustment:

To be determined

SIGNATURES:

Hight Jackson Associates PA

City of Bentonville

OWNER *(Firm name)*

SIGNATURE

Stephanie Orman, Mayor, City of
Bentonville

PRINTED NAME AND TITLE

Brian T. Jackson, President

PRINTED NAME AND TITLE

3/6/19
DATE

DATE

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AMENDMENT TO THE
AGREEMENT WITH HIGHT JACKSON FOR
ADDITIONAL ARCHITECTURAL SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the Agreement with Hight Jackson for architectural services related to the City of Bentonville Administrative Services Building, to include a relocated Community Development Building and renovation to the existing Community Development Building as City Hall, as set forth in the amendment to 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 #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by: Ellen Norvel/Jake Harper

Department

Comm. Dev./Admin

Phone

271-3191

ACTION REQUIRED:

Budget Adjustment for the contract amendment with Hight Jackson for architectural services to include a relocated Community Development Building and renovation of the current Community Development Building as City Hall. The budget adjustment is just an estimate.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 23, 2019

Submitted by:

Pet Resource Steering
Committee

Department

Administration

Phone

271-3112

ACTION REQUIRED:

A resolution supporting a private ownership model for the Bentonville Animal Shelter.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE





Creating The Future Of Animal Welfare In Bentonville



Lifesaving Programming

OUR VISION: COMMUNITY PET RESOURCE CENTER

A comprehensive service center for pets and people



Sheltering is reserved for pets with no other alternative, true euthanasia,
court cases, or long-term rehabilitation

OUR VISION: GREATER COLLABORATION



Experience

OUR VISION: EXPERIENCE

The facility should inspire visitors to linger and connect. There should be space(s) for them to spend time in and not just be a space people come to for help or to volunteer or adopt.

But, people should be very happy to spend time in the building volunteering and adopting.



OUR VISION: EXPERIENCE

It's important that the Pet Resource Center is attractive to and inviting for families with children.

We want to create ways for the visiting public (adults and kids) to easily and safely interact with both cats and dogs.

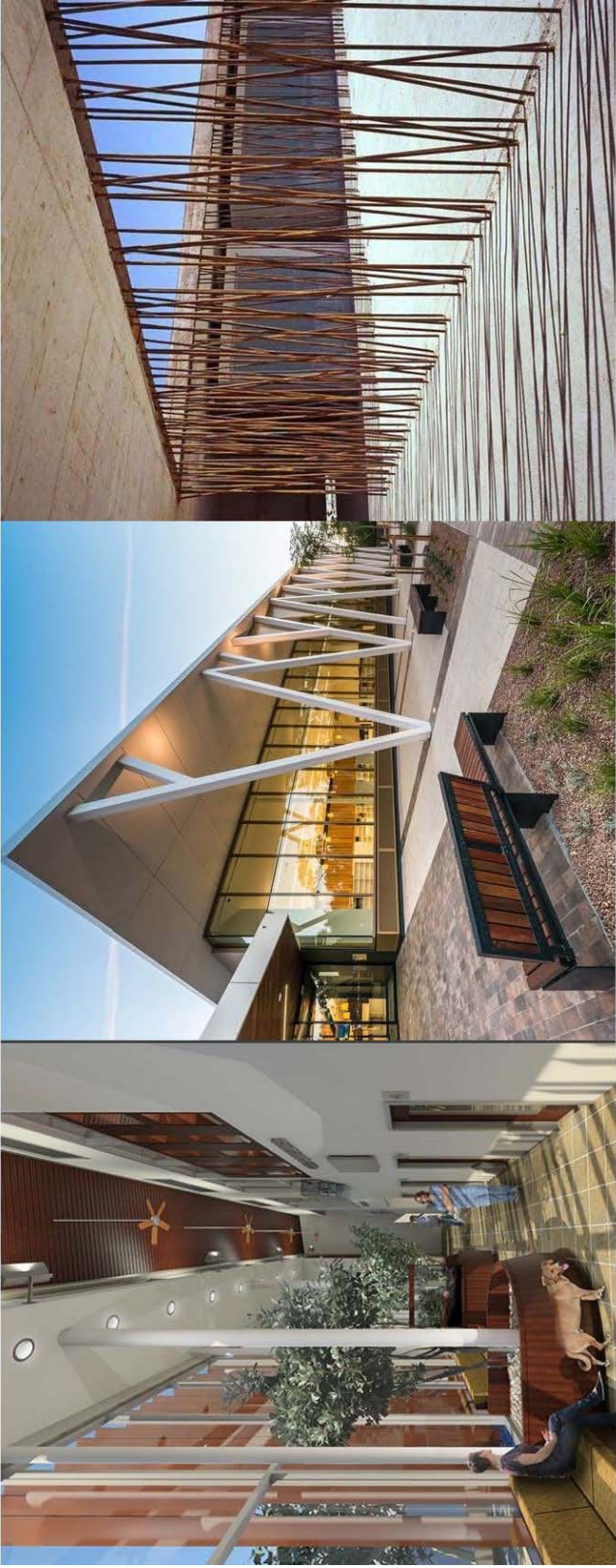
A multi-use courtyard that is in the center of the building and could be observed or entered will allow visitors to engage with the animals without having to be only absolutely serious adopters.



OUR VISION: EXPERIENCE

The Pet Resource Center should be able to deliver 5-star customer service and community assistance to keep pets healthy and happy in their homes.





Architectural styles that are commonly found in Arkansas: A-frame houses, contemporary folk or rustic cabins, treehouses.

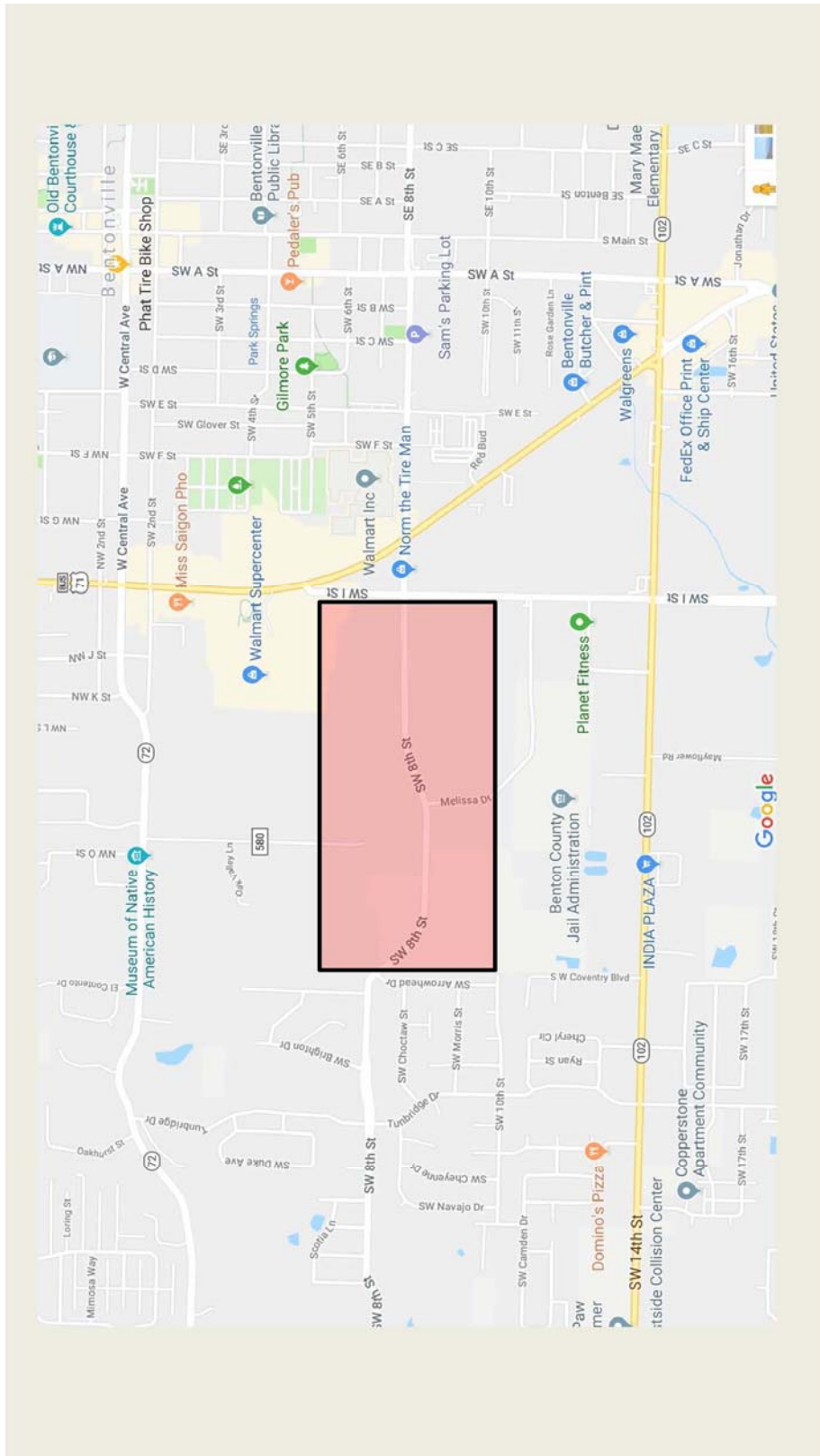


Natural materials
Design that interacts with the environment



Artistic elements throughout with murals, paintings or sculptures. Animal inspired work featuring local artists.

Shelter Will Be Centrally Located, Easy Access



BENTONVILLE: A MODEL FOR THE NATION

TRANSFORMATION

There is momentum today to transform shelters as we know them

- More people share our belief that pets simply don't belong in shelters
- More communities are changing the model—moving toward a proactive, social service model that is a community resource
- Organizations are exploring new ways to reduce shelter intake



Ownership Structure

Three Options Considered, Recommending Third Party Ownership Model

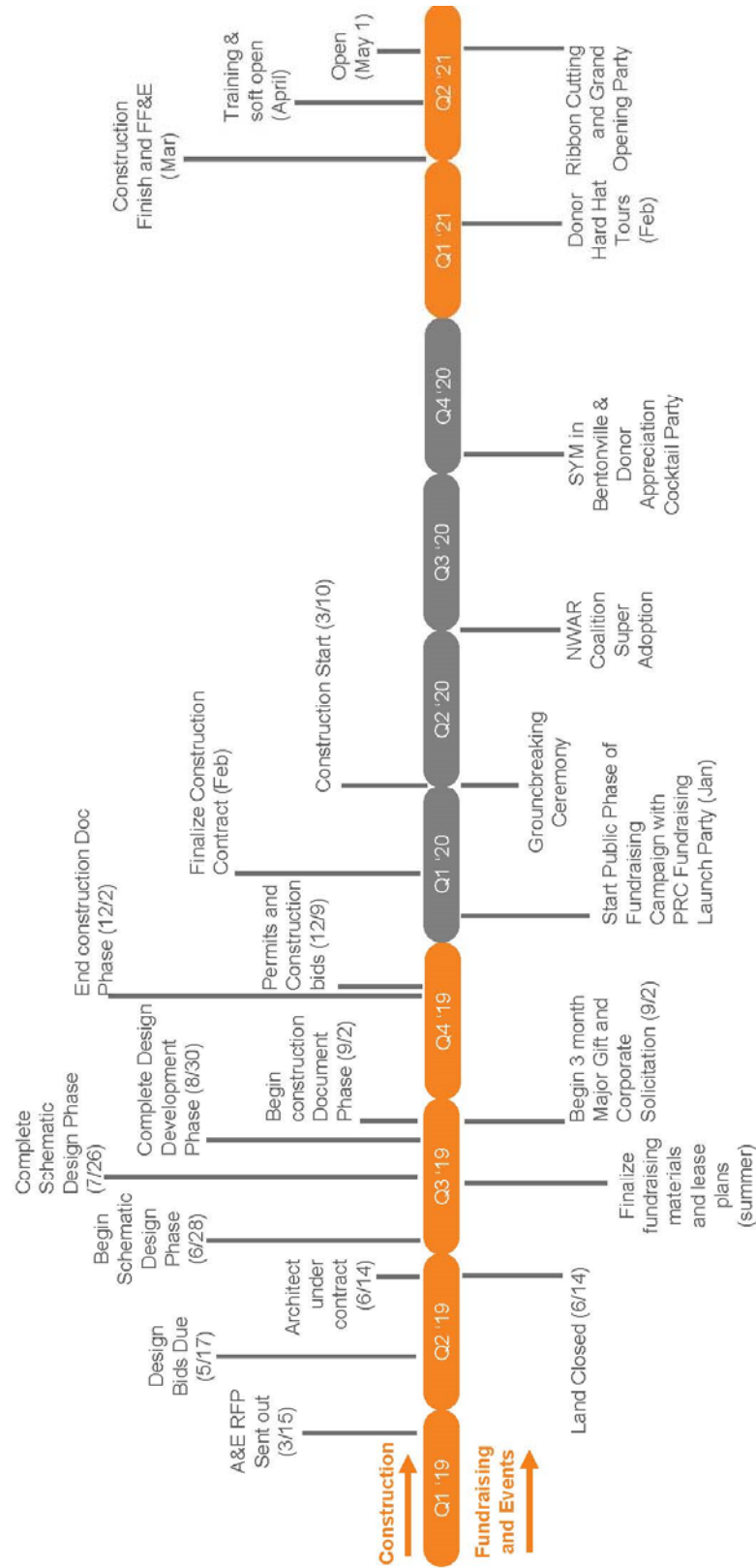
	Option 1A	Option 1B	Option 2
	City owned property Task Force voted against this option and provided update to the City Council in February.	City owned on property, originally owned by a 3rd party	3rd party owned on non-City property Recommendation by the Steering Committee
City to design and build	X	X	
3rd party to design and build			X
City capital participation	X	X	X
Private funding balance	X	X	X
City allocated space	X	X	X
City as Lessor	X	X	
City as Lessee			X
Service contract to 3rd party for operations	X	X	X
RFQ necessary for operations bid	X	X	
Contract pricing base fee + per animal fee	X	X	X

No Financial Decisions Need to be Made Today, Voting on Resolution Supporting Ownership Model

- Section 1: Support Private Ownership Model; City Would Use Facility Via Long-Term Lease and Operational Model (Like We Are Doing With Centerton Now)
- Section 2: Private Ownership Needs to Obtain Funding and All Necessary Approvals For Lease and Operational Agreements, Subject to Approval By City Council
- Section 3: Resolution Shall Be in Full Force and Effect After Date of its Passage

Milestones

TIMELINE AND MILESTONES





QUESTIONS?

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE CITY OF BENTONVILLE'S
SUPPORT FOR A PRIVATE OWNERSHIP MODEL FOR THE
BENTONVILLE ANIMAL SHELTER.**

WHEREAS, the City of Bentonville and the Bentonville Pet Resource Steering Committee have been collaborating regarding concepts for a future Animal Shelter; and

WHEREAS, a privately owned parcel has been identified as the preferred location for the Animal Shelter; and

WHEREAS, the Bentonville Pet Resource Steering Committee has recommended a private ownership model for the Animal Shelter on the identified property.

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

Section 1: That the City of Bentonville hereby expresses its support for a private ownership model for the Bentonville Animal Shelter, whereby the City would secure use of the facility pursuant to a long-term lease and operational agreement.

Section 2: That such arrangement shall be subject to the private ownership obtaining funding and all necessary approvals for the development and an appropriate operational and lease agreement being reached between the parties and approved by the City Council.

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK