



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 10, 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: August 27, 2019**

AGENDA

1. Presentation concerning the City of Bentonville enacting a new Utility Board.
(Pages 5-18)
2. Planning:
- 2a. **Ordinance accepting an easement plat of Lot 2 of Michael-Dill Plaza, Modern Storage Bentonville, LLC, SW 14th Street, C-2, General Commercial.**

(Pages 23-26)

The Planning Commission voted 7-0, recommending approval.

An easement plat of Lot 2 of Michael-Dill Plaza. The plat dedicates utility and drainage easements of varying widths. Adequate right-of-way currently exists along SW 14th Street. This easement plat is in relation to the approved large-scale development for Hwy 102 Mini Storage.

- 2b. **Ordinance accepting a lot split of Lots 2-3, Block 2 of Gilmore's Addition, MSB Holdings, LLC, 506 & 508 SW 5th Street, DN-2, Downtown Medium-Density Residential.**

(Pages 27-30)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 1, Block 2, Gilmore's Addition and a part of Coffelt's Addition, creating new Lots 2 (+/- .25 acres) & 3 (+/- .15 acres), Block 2, of Gilmore's Addition. The plat dedicates 20-foot utility easements along SW E Street. The plat dedicates a 10-foot utility easement along SW 5th Street. The plat dedicates

additional right-of-way along SW E Street to meet the requirements of the Master Street Plan.

- 2c. **Ordinance accepting a lot split of Lot 1 of Geneva Rose Addition, Geneva and Steve Rose, 701 McCollum Road, R-1, Single Family Residential.**

(Pages 31-33)

The Planning Commission voted 7-0, recommending approval.

A lot split of previously unplatted land creating new Lot 1 of Geneva Rose Addition (+/- 1.94 acres). The plat dedicates 20-foot utility easements along the frontage. The plat dedicates additional right-of-way along McCollum Road to meet the requirements of the Master Street Plan.

- 2d. **Ordinance accepting a property line adjustment of Lot 43 of Dickson's Addition, Joyce Trustees, 711 W Central Avenue, R-1, Single Family Residential.**

(Pages 34-36)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 26 & 28, Dickson's Addition, creating new Lot 43 (+/- .5 acres) of Dickson's Addition. The plat dedicates 10-foot utility easements along W Central Avenue and SW 2nd Street.

- 2e. **Ordinance accepting a property line adjustment of Lot 25 of Deming's Addition, Dorothy Upperman, 412 NW 4th Street, R-1, Single Family Residential.**

(Pages 37-40)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 19 & 20, Block 6 of Deming's Addition, creating new Lot 25, Block 6, of Deming's Addition. The plat dedicates a 15-foot utility easement along NW 4th Street and a 7-foot utility easement along NW D Street. The plat dedicates additional right-of-way along both street frontages to meet the requirements of the Master Street Plan.

3. Public hearing and ordinance vacating a Street Right of Way located in W.A. Burk's Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

(Pages 41-44)

4. A resolution setting a public hearing for September 24, 2019 for an Alley ROW Vacation at 1110 NE Monroe of W.A. Burks Addition.

(Pages 45-47)

5. A resolution setting a public hearing for September 24, 2019 for a Street Right of Way Vacation requested by Pubside Holdings, LLC located in W A Burks Addition (1110 NE Monroe).

(Pages 48-50)

6. A resolution setting a public hearing for September 24, 2019 for a Public Access Easement Vacation requested for Greenwich Village Condominium Plat (2303 SE J Street).

(Pages 51-54)

7. A resolution setting a public hearing for September 24, 2019 for a Utility Easement Vacation requested for Greenwich Village Condominium Plat (2303 SE J Street). **(Pages 55-57)**
8. Council approval of the conversion/upgrade of One (1) Water Distribution Specialist I, Grade 15 and One (1) Wastewater Collection Specialist I, Grade 15 to two (2) Construction Inspectors, Grade 21, within the Water Department. The cost associated with these upgrades is \$34,820.00 total for the remainder of 2019. This WILL NOT require a budget adjustment due to the Water Department having adequate funds in the payroll budget to cover these costs. The water department has been dealing with a noticeable number of errors connected with the installation of new water and sewer utilities within developments around our City. The concern is a shortage of inspector staff to be able to service the growing number of projects and job sites, spread out all over the City. **(Page 58)**
9. Wastewater requests a Reconciliation Change Order for \$80,210.78. Funds for emergency repair of the shattered clarifier gearbox in May of 2018 came from the clarifier upgrade fund. Due to other non-related items coming in under budget, this amount is available from the same account. This will reconcile the clarifier upgrade project. **(Pages 59-61)**
- 10a. Resolution authorizing the Mayor and City Clerk to enter into a development agreement with Can-Ark Diamond Realty - Rolling Acres, LLC for drainage improvements in Rolling Acres Subdivision, Phase I. Engineering and construction costs associated with the project shall be split 50%-50% between the parties. Total estimated cost for the project is \$300,000.00. **(Pages 62-73)**
- 10b. Budget adjustment in the amount of \$300,000.00 to cover costs associated with a development agreement between the City and Can-Ark Diamond Realty - Rolling Acres, LLC (Can-Ark) for drainage improvements in Rolling Acres Subdivision, Phase I. Engineering and construction costs associated with the project shall be split 50%-50% between the parties. Total estimated cost for the project is \$300,000.00. Any changes in the total costs that exceed \$300,000.00 will require additional Council action. **(Pages 74-75)**
11. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associates, LTD. for engineering services associated with drainage improvements in Rolling Acres Subdivision, Phase I in an amount not to exceed \$58,750.00 plus reimbursable expenses. **(Pages 76-87)**
12. Resolution to declare excess soil generated from the SW I Street South Improvement Project and placed on Airport property as surplus and allow the Mayor to dispose of responsibly. **(Pages 88-91)**
13. Resolution authorizing the Mayor and Clerk to execute revised covenants for the Industrial Park South property. When the Industrial Park South property was originally developed, the covenants gave the City the first right of refusal on any sale of lots. With the property fully developed, this restriction is no longer needed. **(Pages 92-97)**

14. Approval from City Council to declare various items as surplus, to be sold at Public Auction. See attached lists for more detail on the items to be declared as surplus. **(Pages 98-102)**
15. Resolution authorizing the Mayor and City Clerk to enter into an agreement for a utility easement necessary as a condition of approval for the final certificate of occupancy for the new Emergency Communications and Criminal Investigations Center. See attached easement document. **(Pages 103-108)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Presentation concerning the City of Bentonville enacting a new Utility Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: September 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Utility Board Presentation**

After surveying City Council, City staff, and reviewing different operational utility boards from around the state, the foundation for a new Utility Board has been established. Jason Carter, legal counsel retained to assist with formation of the board, has written an ordinance that, if voted on by City Council, will officially enact a new Utility Board for the City of Bentonville beginning in 2020. At Council, Mr. Carter will give a presentation going over the need for, make up, and operation of the new Utility Board. This will also give City Council a chance to ask any questions of Mr. Carter and City of Bentonville Utility Staff.

If the City Council deems this acceptable, Staff will bring the ordinance to the September 24th City Council meeting for a vote.



BENTONVILLE UTILITY BOARD

Presentation to the Bentonville City Council

Location

<Date>

C. Jason Carter



CONCEPT

- Bentonville is a rapidly growing city providing excellent electric, water, and wastewater services.
- Technological advancements are causing unprecedented change in the electric utility business model, as well as other utilities.
- It is reasonable for Bentonville to create a separate board to assist the City Council with utility operations, like most similarly-sized cities.
- There are many options in creating a board. The city should use a structure that has broad support, offers value, and minimizes risk.
- The proposed ordinance creates a board structure that has broad support from staff. Primary authority will remain vested in the City Council. However, the Board will examine and submit recommendations regarding all important matters.



GENERAL ORGANIZATION

- Arkansas statutory law provides several structures that allow the delegation of authority to a board, including the authority to:
 - Establish rates and rate structures
 - Hire employees
 - Issue bonds
 - Establish customer rules
 - Execute contracts
 - Extend service territory
 - Hire professionals
 - Exercise eminent domain
- Staff surveys reflected a general desire for a board to study and make recommendations concerning these matters while preserving authority at City Council, also called an “agency” structure.
- If approved, Section 10 of the ordinance provides that City Council will normally delay utility-related decisions until a recommended action is provided by the board.



BOARD MEMBERSHIP

1 OF 2

- There was a consensus among the staff that the board size should be **five or seven** members, with the weight of opinion for **five** members as shown in Section 3.
- Staff sought to minimize restrictions on the selection of persons to serve on the board, but generally believed the board should reflect diverse utility interests within the community (i.e. industrial, commercial, residential, renewable, efficiency, etc.) as shown in Section 2.
- Staff supports the appointment of one member of City Council to the board as a nonvoting ex officio member as shown in Section 2a.
- Staff supports the removal of a member upon majority vote of City Council as shown in Section 2b.



BOARD MEMBERSHIP

2 OF 2

- There were divided opinions among the staff that board members should serve terms of **two or four** years. **Three-year** terms were chosen as a compromise as shown in Section 4.
- Staff recommended **compensation** of \$250/month through comparison with similar City boards as shown in Section 5.
- Staff strongly believes that board members should receive training in support of their duties, but there was significant debate over how much training should be required. Section 9 requires minimum training of eight (8) hours in a Member's first year and two (2) hours in subsequent years. Ethics training would be required each year.



MEETINGS

- Staff generally believed that meetings should be held monthly as shown in Section 6b.
- Although meetings are proposed to begin in January, the first five months are reserved for education, training, and organization as shown in Section 6a.
- Staff that the board should be able to adopt procedural rules that govern their meetings, as long as they don't violate City ordinances or state laws as shown in Section 8.
- Staff supports the annual election of officers by the board.
- Utility staff will attend Board meetings, with the electric utility providing administrative support, as shown in Section 6d.



TASKS

As shown in Section 10, the Board would study and make recommendations to the City Council for action, when appropriate:

- Strategic Guidance
- Rates
- Debt
- Regulations governing services
- Policies governing internal operations
- Disposition of property
- Execution of interlocal agreements
- Wholesale purchases of water or electricity.
- Obligations and expenditures
- Budget requests and adjustments
- Exercise of eminent domain
- Extension of services outside the City
- New services

STAFF DID NOT SUPPORT THE DELEGATION OF FINAL AUTHORITY OVER THESE MATTERS AT THIS TIME.



OTHER REQUIREMENTS:

- Staff strongly recommends that the Board should timely file required minutes and recordings with the City Clerk as shown in Section 11.
- There was a consensus among the staff that reports should be submitted to City Council on an **annual or semi-annual** basis with the weight of opinion for **annual reporting** as shown in Section 11.
- There was a consensus among the staff that dissolution of the board could be caused by a **majority or 2/3rds** vote of City Council with the weight of opinion for **majority** as shown in Section 12.



SUMMARY:

- The proposed ordinance represents the creation of a utility board as an agency of the City.
- This structure was broadly supported by city staff as improving oversight of utility operations and enhancing community involvement, while minimizing the risk of unanticipated consequences.
- The proposed ordinance likely represents the first step of an evolutionary model. Over time, the ordinance may be amended to better tailor the authority to its greatest value.

ORDINANCE NO. _____

**AN ORDINANCE CREATING THE BENTONVILLE UTILITY BOARD
AND MATTERS RELATING THERETO.**

WHEREAS, the City of Bentonville, Arkansas ("City") is among the fastest growing cities in Arkansas; and,

WHEREAS, the City is the owner of a municipal utility that provides electric, water, and wastewater services to the community in a reliable, affordable, responsible, and locally responsive manner; and,

WHEREAS, municipal utility services are currently evolving at an unprecedented rate; and,

WHEREAS, as the City's municipal utility operations grow in both size and complexity, the City Council should explore subordinate governance structures to advise and assist the City Council regarding important matters, to conduct public hearings and stakeholder processes, and to improve citizen participation; and,

WHEREAS, Arkansas law offers several statutory structures to establish and organize governance for a municipal utility or, alternatively, the City Council may create a board to act as an agency of the City as permitted under the common law of Arkansas described in *Cosgrove v. City of West Memphis*, 327 Ark. 324 (1997) and other decisions of the Arkansas Supreme Court dating back to 1920; and,

WHEREAS, senior employees of the City, including senior municipal utility employees, were anonymously surveyed to determine the municipal utility governance structure that would best enhance city operations; and,

WHEREAS, based upon the results of those surveys, the City's municipal utility would benefit from governance that is structured as an agency of the City authorized to perform such ministerial, administrative, and executive functions as are described herein while the essential authority to operate the municipal utility remains vested in City Council.

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

Section 1: *Creation.* That there is hereby created and established the Bentonville Utility Board ("Board").

Section 2: *Membership.* That the Bentonville City Council (“City Council”) hereby finds and determines that the number of persons serving on the Board shall be five (5). Board members (“Members”) shall be qualified electors of the City and customers of the municipal utility and should represent diverse utility interests in the community. Before entering upon their duties, each Member shall take the oath prescribed in Article 19, Section 20 of the Arkansas Constitution: “I, _____, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of Bentonville Utility Board Member, upon which I am now about to enter.”

a. Ex officio membership. In addition to the regular membership of the Board, one member of City Council may be appointed as a non-voting ex officio Member who will not be included in determining the presence of a quorum. The appointment will be made according to the procedures described in Section 4.

b. Removal. Any Member may be removed at any time with or without cause upon a majority vote of the City Council. If a vacancy shall occur during the term of any Member, a successor shall be appointed to such vacancy for the unexpired portion of the term.

Section 3: *Initial Members.* That on or before the first day of December of 2019, the Mayor shall nominate qualified persons to serve as the initial Members of the Board. The City Council shall consider the confirmation of such nominations on or before December 31, 2019. Nominations shall be made according to position, as described below:

- a. Position #1, with a term to expire December 31, 2021.
- b. Position #2, with a term to expire December 31, 2021.
- c. Position #3, with a term to expire December 31, 2022.
- d. Position #4, with a term to expire December 31, 2022.
- e. Position #5, with a term to expire December 31, 2023.

Section 4: *Successors.* That a Board vacancy, whether by expiration or otherwise, shall be filled through nomination by the Mayor and confirmation by majority vote of City Council approving a resolution of appointment. Successor Members shall be appointed for a term of three years. No person shall serve as a member of the Board for more than two (2) consecutive terms.

Section 5: Compensation. That properly appointed voting members of the Board shall be entitled to compensation equal to two hundred fifty dollars (\$250.00) per month. Members of the Board may be reimbursed for travel-related expenses incurred while performing Board duties; provided that: (a) such expenses were approved according to City travel policies; and (b) funds were properly appropriated and available for payment.

Section 6: Meetings.

a. **Initial meetings.** That the Board shall begin holding monthly meetings in January of 2020 for the sole purposes of education, training, and organization. The time and place of these meetings shall be determined by the person appointed to Position #1 until such time as an election of officers has occurred pursuant to Section 7. The Board shall begin holding regular and special meetings in June of 2020.

b. **Regular meetings.** The Board shall hold regular monthly meetings. The time and place of such meetings shall be made available to the public and advertised on the City's website. Any Member who refuses or otherwise fails to attend three (3) regular meetings during a one-year period without excuse shall be deemed to have abandoned his or her position and may be replaced accordingly. The Board may excuse a Member's absence by majority vote within sixty (60) days that the absence occurred.

c. **Special meetings.** The Board Chairperson or any three (3) Members may call a special meeting; provided that each Member is provided notice by electronic means at least twenty-four (24) hours prior to the special meeting. Notice shall include the matters to be discussed at the special meetings. Members may waive notice requirements.

d. **Staff attendance.** The senior employee of the electric utility, water utility, and wastewater utility will attend Board meetings or, when attendance is impractical, direct another senior employee to attend. The electric utility will provide administrative support to the Board.

e. **Meetings to be open.** All meetings, regular and special, shall comply with the open meeting requirements of the Arkansas Freedom of Information Act.

f. **Open records.** Board records shall be available for inspection and copy by the public in accordance with the Arkansas Freedom of Information Act.

Section 7: *Officers.* That at the first official meeting of the Board and annually thereafter, the Members shall elect from among themselves a person to serve as Chairperson (who may be called the “Chairwoman” or “Chairman” at the discretion of the person so elected) who shall be tasked with presiding over meetings of the Board, and a Vice-Chairperson (who may be called the “Vice-Chairwoman” or “Vice-Chairman” at the discretion of the person so elected) who shall be tasked with presiding over meetings of the Board in the absence of the Chairperson. When both the Chairperson and Vice-Chairperson are absent, a Member shall be elected to preside over the meeting by majority vote of those Members who are present and participating. The Board may establish such other offices and committees that the Board deems necessary or advisable, provided that any person occupying such office or committee must be a Member.

Section 8: *Procedural rules.* That the Board shall determine the rules that govern its proceedings; provided that, an affirmative vote of a majority of all Members appointed to the Board shall be required to approve any matter. The Board shall not adopt any procedural rule in violation of any ordinance or resolution of the City Council. The Board’s procedural rules shall comply with the Arkansas Freedom of Information Act.

Section 9: *Required training.* That each Member shall annually receive training in the operations, management and governance of a municipal utility and governmental ethics. Before the first anniversary of a Member’s initial appointment, the Member shall receive no less than eight (8) hours of training, including one (1) hour of ethics training. In subsequent years, each Member shall receive no less than two (2) hours of training, including one (1) hour of ethics training, before the end of the year. Any Member who refuses or otherwise fails to timely obtain required training shall, upon motion of any Member, be prohibited from voting until such time that training is complete. A Member may be removed for failing to receive required training under Section 2b.

Section 10: *Tasks.* That, after receiving such reports, testimony, public comments and other information that the Board deems relevant and necessary regarding the operations of the municipal utility, the Board may recommend appropriate actions to be taken by City Council in matters described in this Section 10. The City Council shall defer actions on utility matters described in this Section 10 until a recommendation is received from the Board, except that the City Council may determine in its sole discretion that circumstances exist requiring an

immediate decision without recommendation. Upon request of City Council, the Board shall render a recommendation on any question pertaining to the municipal utility within ninety (90) days, or such other time as may be provided by City Council.

a. Strategic Guidance. The Board shall develop and communicate long-term goals and policies for the provision electric, water, and wastewater services by the City and submit the same for approval by the City Council. The Board shall revise and update approved long-term goals and policies at intervals of not more than five years.

b. Rates. The Board shall, on intervals of not more than five years, examine the rate schedules for electric, water, and wastewater services and timely report any recommended actions to City Council.

c. Debt. The Board shall, on intervals of not more than five years, review outstanding debt instruments secured in whole or in part by revenues from the sale of electric, water, or wastewater service and make recommendations to City Council regarding refinancing, retirement, or issuance of debt instruments.

d. Regulations governing services. The Board may propose to City Council regulations that govern interactions with customers and prospective customers of the electric, water, and wastewater utilities. These regulations may include, without limitation: procedures to connect, disconnect, alter, pay for, and guarantee payment for such services. These regulations may also include, without limitation, rules that restrict customer activities and behaviors that in order to ensure the safety of workers and the safe and reliable delivery of service to all customers.

e. Policies governing internal operations. The Board may propose to policies and internal guidelines to City Council that govern the conduct of employees in the provision of electric, water, and wastewater services.

f. Disposition of property. The Board may review the City's use of real and personal property for the provision of electric, water, or wastewater services, or any combination thereof, and recommend alternate disposition of such property to City Council when appropriate.

g. Execution of interlocal agreements. The Board may review proposed interlocal agreements pertaining to the provision of electric, water, or wastewater

services, or any combination thereof, and recommend approval of such agreements by City Council when appropriate.

h. Wholesale purchases of water or electricity. The Board shall review proposals for bulk purchases of water or electricity for resale to customers and recommend approval of such agreements by City Council when appropriate.

i. Obligations and expenditures. The Board shall review proposed purchases, agreements, and contracts for materials, supplies, property of every nature, services, and professional services related to the provision of electric, water, or wastewater services, or any combination thereof, and recommend approval of such purchases, agreements, and contracts by City Council when appropriate.

j. Budget requests and adjustments. The Board may, in accordance with the administrative schedules of the City, submit requests for appropriations through the City's annual budgeting process. The Board may also consider and recommend the approval of amendments to the budget by City Council when appropriate.

k. Exercise of eminent domain. When constructing public improvements to provide electric, water, and wastewater service, the Board may request the City to exercise the power of eminent domain.

l. Extension of services outside the City. The Board may request the City Council to authorize the extension of services outside of the municipal boundary of the City when authorized by law.

m. New services. The Board may explore offering additional utility or communication services through study, modeling, beta-testing, or other prudent method. The Board may recommend new services and related fee and rate schedules for approval by City Council.

Section 11: Reporting. The Board shall annually submit a report describing the state of affairs of the electric, water, and wastewater services of the City with such reports being submitted on or before the first day of June for reports pertaining to the previous calendar year. The Board shall timely file copies of approved minutes, and any recordings required by state law, with the City Clerk.

Section 12: Dissolution. That the Bentonville Utility Board may only be dissolved by a majority vote of City Council.

Section 13: *Repealer.* That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 14: *Severability.* That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases, or provisions.

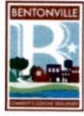
PASSED AND APPROVED this ____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



City Council Agenda Items
For City Council Meeting of September 10, 2019
From the September 3, 2019 Planning Commission Meeting

Ordinance accepting an easement plat of Lot 2 of Michael-Dill Plaza, Modern Storage Bentonville, LLC, SW 14th Street, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

An easement plat of Lot 2 of Michael-Dill Plaza. The plat dedicates utility and drainage easements of varying widths. Adequate right-of-way currently exists along SW 14th Street. This easement plat is in relation to the approved large-scale development for Hwy 102 Mini Storage.

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Consent Agenda Items

For Planning Commission meeting of September 3, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on August 27, 2019 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Easement Plat: Lots 2, Michael-Dill Plaza, Modern Storage Bentonville, LLC, SW 14th Street, C-2, General Commercial, (PLA19-0020)

An easement plat of Lot 2 of Michael-Dill Plaza. The plat dedicates utility and drainage easements of varying widths. Adequate right-of-way currently exists along SW 14th Street. This easement plat is in relation to the approved LSD for Hwy 102 Mini Storage.

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

Lot Split: Lots 2 & 3, Block 2, Gilmore's Addition, MSB Holdings, LLC, 506 & 508 SW 5th Street, DN-2, Downtown Medium-Density Residential, (PLA19-0024)

A lot split of Lot 1, Block 2, Gilmore's Addition and a part of Coffelt's Addition, creating new Lots 2 (+/- .25 acres) & 3 (+/- .15 acres), Block 2, of Gilmore's Addition. The plat dedicates 20-foot utility easements along SW E Street. The plat dedicates a 10-foot utility easement along SW 5th Street. The plat dedicates additional right-of-way along SW E Street to meet the requirements of the Master Street Plan.

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Property Line Adjustment: Lot 43, Dickson's Addition, Joyce Trustees, 711 W Central Avenue, R-1, Single-Family Residential, (PLA19-0025)

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



GRAPHIC SCALE IN FEET

60' 30' 0'

BASED ON BEARING, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83. HORIZONTAL DATUM AND NAVD 83 VERTICAL DATUM ESTABLISHED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR

PANEL	LINE	TABLE
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
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RECORD INFORMATION

ARIKANSAS

EASEMENT DEDICATION PLAT
 LOT 2 OF MICHAEL - DILL PLAZA
 PLAT RECORD 13-380
 PREPARED FOR:
 MODERN STORAGE BENTONVILLE, LLC
 ARK

BRIMONIDE

[illegible]

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.



PROJECT NO.: 18108460
SUE DATE: 08/04/2014
CONTACT: K. MONTGOMERY
CHECKED BY:
HEET NO.: 2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AN EASEMENT PLAT OF LOT 2 OF
MICHAEL-DILL PLAZA TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0020).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the easement plat of Lot 2 of Michael-Dill Plaza, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 3, 2019; and,

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

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

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

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

Section 1: That the easement plat of Lot 2 of Michael-Dill Plaza to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



LOT 1 BLOCK 2 GILMORE'S ADDITION AND A PART OF CORPUS'S ADDITION
TO THE CITY OF BENTONVILLE APPLICABLE PARCELS 01-01617-010
01-02054-000 01-02055-000 CREATING LOT 1 BLOCK 2 GILMORE'S ADDITION
& LOT 3 BLOCK 2 GILMORE'S ADDITION TO THE CITY OF BENTONVILLE

ISSUE BLOCK				

DOCUMENT DATE: 6/16/2019
CHECKED BY: JEC
DRAWN BY: CMB

MSB Holdings LLC
224 N MAIN
BENTONVILLE AR
72712-5339

2/2

Certificate of Surveying Accuracy:



_____ hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown thereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Atlantic Minimum Standards for Land Surveyors have been met.

Signed: _____
Registered Land Surveyor
No. _____
State of Arkansas

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 2-3, BLOCK 2 OF
GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0024).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 2-3, Block 2 of Gilmore's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 3, 2019; and,

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

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

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

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

Section 1: That the lot split of Lots 2-3, Block 2 of Gilmore's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF GENEVA ROSE
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: PLA19-0023).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Geneva Rose Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 3, 2019; and,

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

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

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

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

Section 1: That the lot split of Lot 1 of Geneva Rose Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 43
OF DICKSON'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0025).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 43 of Dickson's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 3, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 43 of Dickson's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 25
OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0026).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 25 of Deming's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 3, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 25 of Deming's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a Street Right of Way located in W.A. Burk's Addition, 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.

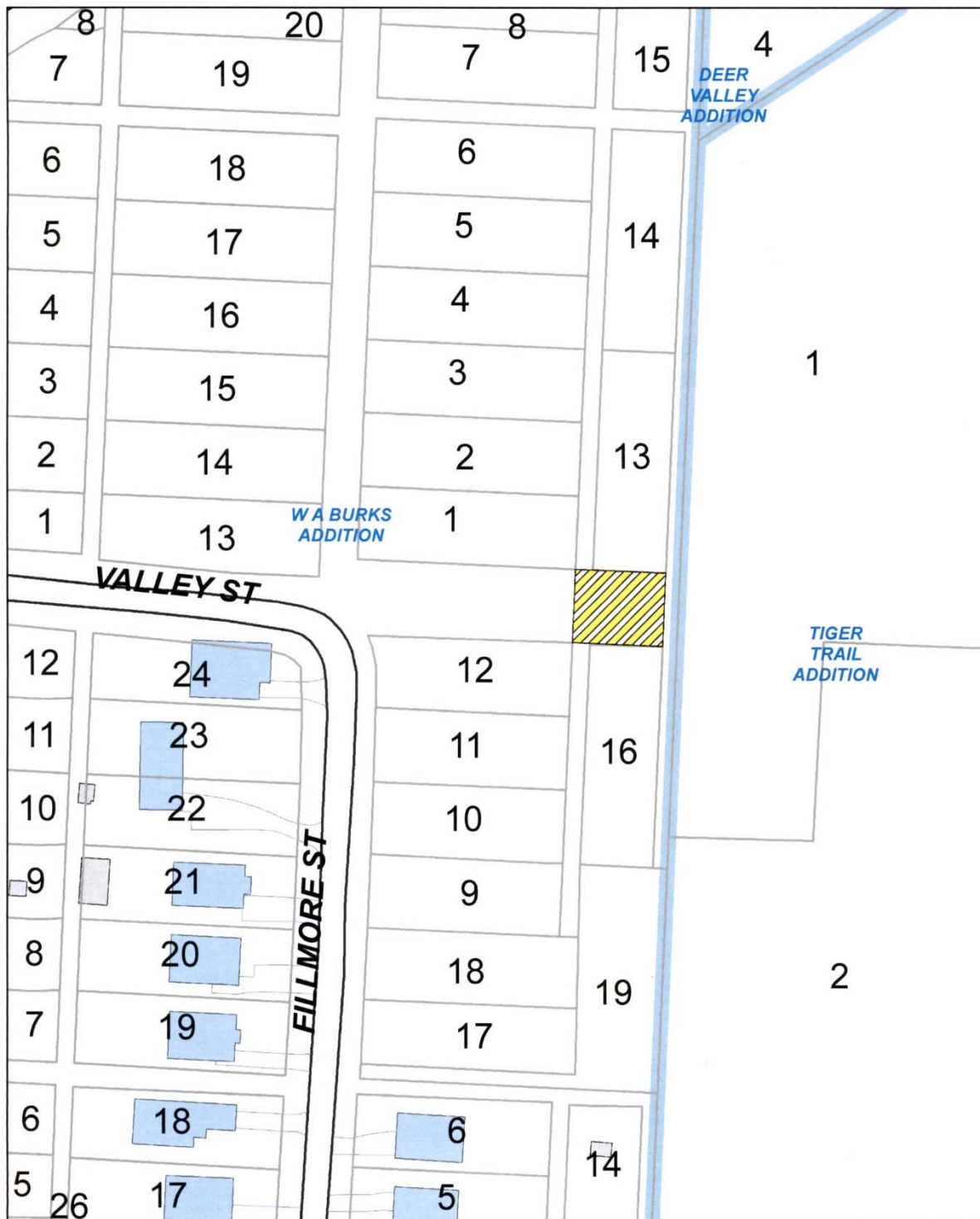
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





VAC19-0029
ROW Vacation
NE Corner of Valley St and Fillmore St



ORDINANCE NO _____

AN ORDINANCE VACATING A STREET RIGHT OF WAY LOCATED IN W.A. BURK'S TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

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

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 13 in Block 16 to the North and Lot 16 in Block 15 to the South.

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 street right of way.

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 street right of way designated as follows:

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 13 in Block 16 to the North and Lot 16 in Block 15 to the South.

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:

September 10, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a public hearing for September 24, 2019 for an Alley ROW Vacation at 1110 NE Monroe of W.A. Burks Addition.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas requesting Alley Right-of-Way Vacation (VAC19-0027) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

Part of Block 10, W.A. Burks Addition, to the City of Bentonville, Benton County Arkansas, as shown in Plat Record A, page 119 and more particularly described as follows:

Beginning at the NE corner of lot 6, of said Block 10 W.A. Burks Addition travelling 12 feet East to the NW corner of Lot 18, Block 10 W.A. Burks Addition; thence south 100 feet to the SW corner of Lot 17, Block 10 W.A. Burks Addition; thence West 12 feet the SE corner of lot 5, Block 10 W.A. Burks Addition; thence North 100 feet to the point of beginning and containing 1,200 square feet 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 vacate the above described Alley Right-of-Way is set for a hearing September 24, 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:

September 10, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a public hearing for September 24, 2019 for a Street Right of Way Vacation requested by Pubside Holdings, LLC located in W A Burks Addition (1110 NE Monroe).

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





VAC19-0028
Proposed Street ROW vacation

1 inch = 56 feet



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 Pubside Holdings, LLC requesting Street Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

Part of Block 10, W.A. Burks Addition to the City of Bentonville, Benton County Arkansas, as shown in Plat Record A, page 119 and more particularly described as follows:

Beginning at the NW corner of Lot 6, Block 10 W.A. Burks Addition travelling 100 feet south to the SW corner of Lot 5, Block 10, W.A. Burks Addition; thence 50 feet West to the SE corner of lot 17, Block 6, W.A. Burks Addition; thence 100 feet North to the NW corner of lot 18, W.A. Burks; thence 50 feet East to the point of beginning and containing 5,000 square feet 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 vacate the above described Street Right-of-Way is set for a hearing September 24, 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		
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	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for September 24, 2019 for a Public Access Easement Vacation requested for Greenwich Village Condominium Plat (2303 SE J Street).

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.

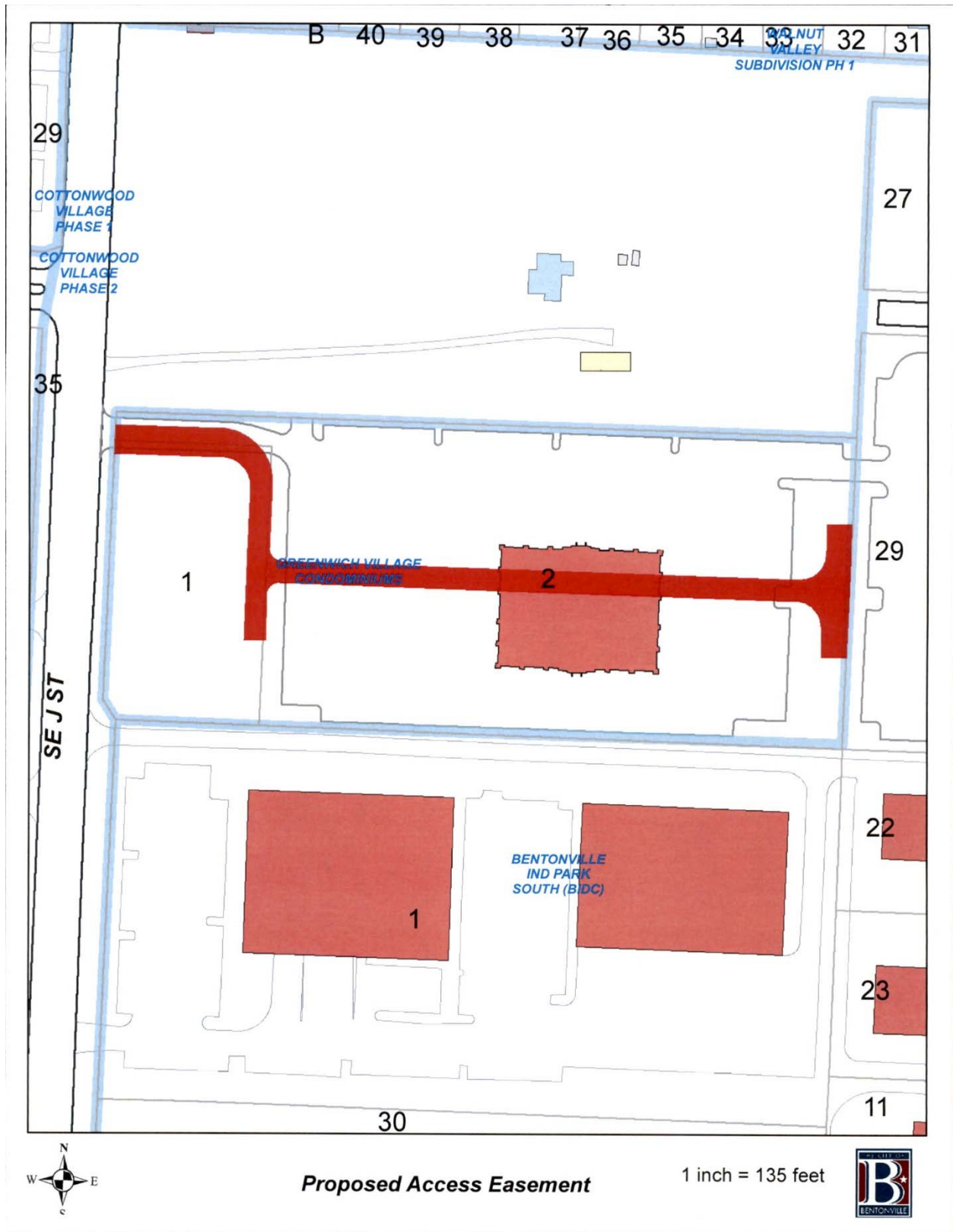
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PLEASE RECYCLE





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 Morrison Shipley Engineers requesting public access easement vacation (VAC19-0030) within the City of Bentonville, Arkansas be vacated, which said public access easement is described as follows:

An Access Easement to be vacated by this document. Said Easement created by the Lot Split Greenwich Village Condominiums Plat filed at Book 2005 Page 1268 in the office of the Circuit Clerk of Benton County, Arkansas. The perimeter of which being more particularly described as follows:

Commencing at the Northwest corner of the Greenwich Village Condominium Plat said point is an existing one-half inch (1/2") rebar with 1466 cap. Thence by bearing (basis of bearing, Grid North) and distance the following courses; South 02°25'49" West, along the East Right of Way of J Street as it presently exists, a distance of 15.18 feet to the Point of Beginning; Thence, leaving said Right of Way, South 88°11'19" East a distance of 125.99; thence along the arc of a curve to the right having the following curve data: arc length of 104.41 feet, radius of 66.0 feet, chord bearing of South 42°52'05" East, and a chord distance of 93.86 feet; thence South 02°27'08" West a distance of 75.62 feet; thence along the arc of a curve to the left having an arc length of 23.73 feet, radius of 15.00 feet, chord bearing of South 42°52'05" East and a chord distance of 21.33 feet; thence South 88°11'20" East a distance of 628.94 feet; thence along the arc of a curve to the left having an arc length of 47.12 feet, a radius of 30.00 feet, a chord bearing of North 46°48'41" East, and a chord distance of 42.42 feet; thence North 01°48'41" East a distance of 38.15 feet; thence South 88°11'19" East a distance of 30.84 feet to the East line of said Greenwich Village Condominium Plat; thence South 02°27'08" West along said East line of Greenwich Village Condominium Plat a distance of 161.65 feet; thence leaving said East line North 88°11'18" West a distance of 30.27 feet; thence North 01°22'46" West a distance of 38.19 feet; thence along the arc of a curve to the left having an arc length of 45.46 feet, radius of 30.00 feet, a chord bearing of North 44°46'32" West, and a chord distance of 41.23 feet; thence North 88°11'18" West a distance of 627.57 feet; thence along the arc of a curve to the left having an arc length of 23.39 feet, a radius of 15.00 feet, a chord bearing of South 47°07'55" West, and a chord distance of 21.09 feet; thence South 01°10'32" West a distance of 55.16 feet; thence North 88°11'19" West a distance of 27.18 feet; thence North 02°27'11" East a distance of 184.15 feet; thence along a curve to the left having an arc length of 53.79 feet, a radius of 34.00 feet, a chord bearing of North 42°52'05" West, and a chord distance of 48.35 feet; thence North 88°11'19" West a distance of 131.08 feet to the East Right of Way of SE J Street; thence North 02°25'49" East along said East Right of Way a distance of 36.01 feet to the Point of Beginning.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on September 24, 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:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for September 24, 2019 for a Utility Easement Vacation requested for Greenwich Village Condominium Plat (2303 SE J Street).

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.

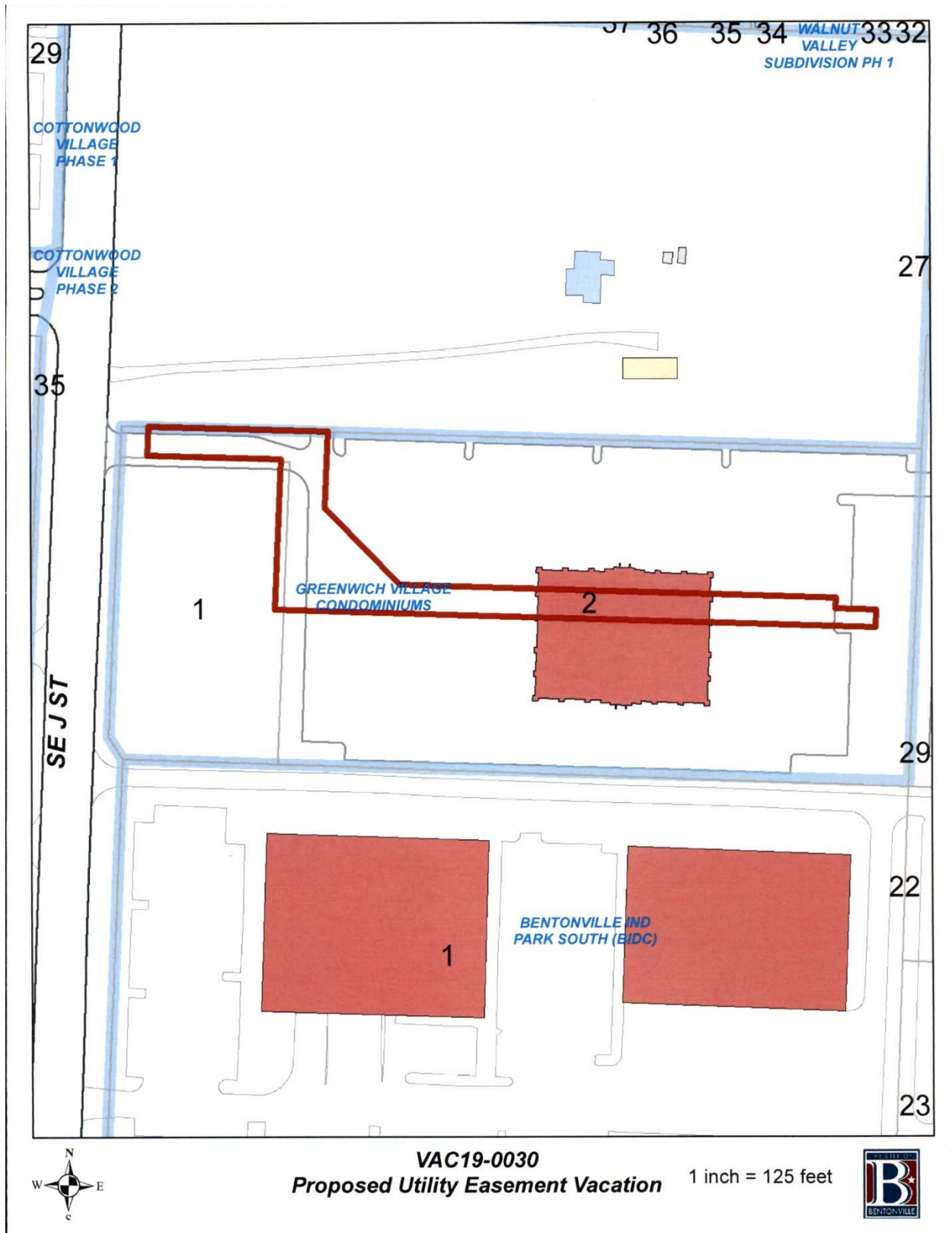
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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 Morrison Shipley Engineers requesting utility easement vacation (VAC19-0031) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A Utility Easement to be vacated by this document being created by the Lot Split Greenwich Village Condominiums Plat filed at Book 2005 Page 1268 in the office of the Circuit Clerk of Benton County, Arkansas. The perimeter of which is more particularly described as follows:

Commencing at the Northwest corner of said Greenwich Village Condominium Plat, being an existing one-half inch (1/2") rebar with 1466 cap, thence by bearing (basis of bearing, Grid North) and distance the following courses; South 880 11'18" East, along the North line of Warranty Deed Book 2004 Page 32379, a distance of 29.68 feet to the Point of Beginning; thence continuing on said North line, South 880 11'18" East a distance of 200.56 feet; thence leaving said North line, South 2027'08" East a distance of 84.27 feet; thence South 44006'15" East a distance of 119.96 feet; thence South 880 11'19" East a distance of 489.70 feet; thence South 1048'41" West a distance of 12.00 feet; thence South 880 11'19" East a distance of 45.93 feet; thence South 1048'41" West a distance of 20.00 feet; thence North 880 11'19" West a distance of 674.09 feet; thence North 2027'08" East a distance of 167.71 feet; thence North 880 11'19" West a distance of 149.23 feet; thence North 2025'49" East a distance of 32.02 feet to the Point of Beginning.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on September 24, 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	
X	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Council approval of the conversion/upgrade of One (1) Water Distribution Specialist I, Grade 15 and One (1) Wastewater Collection Specialist I, Grade 15 to two (2) Construction Inspectors, Grade 21, within the Water Department. The cost associated with these upgrades is \$34,820.00 total for the remainder of 2019. This WILL NOT require a budget adjustment due to the Water Department having adequate funds in the payroll budget to cover these costs. The water department has been dealing with a noticeable number of errors connected with the installation of new water and sewer utilities within developments around our City. The concern is a shortage of inspector staff to be able to service the growing number of projects and job sites, spread out all over the City.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Wastewater requests a Reconciliation Change Order for \$80,210.78. Funds for emergency repair of the shattered clarifier gear box in May of 2018 came from the clarifier upgrade fund. Due to other non-related items coming in under budget, this amount is available from the same account. This will reconcile the clarifier upgrade project.

COST TO CITY:

Cost of this Request: \$80,211

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	431,200
Funds Expended to Date		511,411
Remaining Budget		(80,211)
Budget Adjustment		-
Remaining After Adjustment	\$	(80,211)

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: September 10, 2019
Re: Change Order – Clarifier Gear Box

Wastewater requests approval of a reconciliation change order for \$80,210.78. Funds for emergency repair of a shattered clarifier gear box in May of 2018 were covered under the original contract so the repair could be completed quickly. The amount (\$80,210.78) covered additional equipment and mobilization due to the emergency break. Due to other, non-related items coming in under budget, this amount is available from the same account.

Thank you.

Seven Valleys Concrete, LLC

PO Box 88

Cassville, MO 65625

Bid

Date	Bid #
5/7/2018	247

Name / Address
BWWTP *Gear Box Replacement*

Project

Description	Qty	Rate	Total
Installation of Gear Box Replacement	1	31,100.00	31,100.00
Purchase of Gear Box	1	44,543.28	44,543.28
Start Up Fee	1	4,567.50	4,567.50
		Total	\$80,210.78



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a development agreement with Can-Ark Diamond Realty - Rolling Acres, LLC for drainage improvements in Rolling Acres Subdivision, Phase I. Engineering and construction costs associated with the project shall be split 50%-50% between the parties. Total estimated cost for the project is \$300,000.00.

COST TO CITY:

Cost of this Request: \$300,000

Additional Budget Amount \$300,000

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: August 29, 2019
Re: Development Agreement – Can-Ark Diamond Realty – Rolling Acres, LLC
Rolling Acres Subdivision, Phase 1 Drainage Improvements

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a development agreement with Can-Ark Diamond Realty – Rolling Acres, LLC (Can-Ark) for drainage improvements in Rolling Acres Subdivision, Phase 1. The total cost for engineering and construction of necessary improvements in Phase 1 are estimated at \$300,000.00. Costs shall be split 50-50 between the parties as outlined in the agreement yielding an estimated total of \$150,000.00 for each party. The City will run the project including hiring the engineering firm, bidding, and overseeing construction of the project. A budget adjustment will be required to accept funding from Can-Ark as well as identify the City's portion from General Fund Balance.

Rolling Acres Subdivision is a multi-phase residential development of approximately 66 acres located on the southwest corner of the intersection of Southwest Regional Airport Boulevard/Arkansas State Highway 12 (Hwy 12) and Southwest Shell Road in southwestern Bentonville. The initial phase of the development, Phase 1, was developed and platted in 2005, and the second phase, Phase 2, was developed and platted in 2016. Approximately 9 acres remains in the southeastern portion of the property to be developed. Existing drainage improvements installed by a previous developer were approved and accepted by the City in Phase 1 downstream of the development of the proposed Phases 3 and 4. Flooding in Rolling Acres Subdivision, Phase 1 in 2017 raised concerns regarding the drainage infrastructure especially related to improvements associated with ARDOT's Hwy 12 improvement project completed in 2017.

Recent review of storm sewer infrastructure in Phase 1, including grading and fencing improvements installed in drainage easements associated with individual lot development, along with changes resulting from ARDOT's Hwy 12 construction project, which altered upstream drainage patterns and increased the contributing area, showed the drainage system was inadequate to transport stormwater run-off from large events

without encroaching on structures. The development of the remaining property will also require improvements within Phase 1 to accommodate additional run-off. Without Phase 1 improvements, the remaining property in Rolling Acres would not be able to develop except into drainage facilities to detain run-off upstream of Phase 1. Thus it is in the best interest of both parties, the City and Can-Ark, to pursue a joint improvement project that addresses inadequacies in Rolling Acres, Phase 1 and provides for development of property identified as part of the subdivision.

Thank you for your consideration of this request.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and among the City of Bentonville, Arkansas, a municipal corporation with a mailing address of 117 West Central, Bentonville, Arkansas 72712 ("Bentonville" or "City") and Can-Ark Diamond Realty – Rolling Acres, LLC an Arkansas limited liability corporation having a mailing address of 4500 N. Thompson Street, Springdale, Arkansas 72764 ("Can-Ark").

WHEREAS, Rolling Acres Subdivision is a multi-phase residential development of approximately 66 acres located on the southwest corner of the intersection of Southwest Regional Airport Boulevard/Arkansas State Highway 12 (Hwy 12) and Southwest Shell Road in southwestern Bentonville. The initial phase of the development, Phase 1 was developed and platted in 2005, and the second phase, Phase 2, was developed and platted in 2016. Approximately 9 acres remains in the southeastern portion of the property to be developed and platted as Phases 3 and 4 described below; and

WHEREAS, existing drainage improvements installed by a previous developer were approved and accepted by the City in Phase 1 downstream of the development of the proposed Phases 3 and 4. Exhibit A attached hereto illustrates the relationship and scope of work per this agreement between Phase 1, Phase 3, and Phase 4; and

WHEREAS, the Arkansas Department of Transportation (ARDOT) upgraded drainage infrastructure crossing Highway 12 immediately upstream of Phases 3 and 4 as part of ARDOT's Highway 12 roadway improvement project which was completed in 2017; and

WHEREAS, drainage patterns from upstream properties have been altered from post-development conditions of Phase 1 and pre-development conditions of Phases 3 and 4 as a result of highway improvements changing drainage infrastructure along and across Highway 12 increasing the area contributing storm runoff to and through future Phases 3 and 4 property and subsequently through Phase 1 properties; and

WHEREAS, some properties in Rolling Acres Subdivision, Phase 1 were flooded during a large rain event in 2017, prior to development of Phases 3 and 4; and

WHEREAS, recent review of storm sewer infrastructure capacities in Phase 1, changes resulting from ARDOT construction projects and development of upstream properties, and development of individual properties in Phase 1,

including but not limited to fences within drainage easements, identified capacity issues in Phase 1 and significant constraints on development of future Phases 3 and 4; and

WHEREAS, Can-Ark's primary objective is developing Phases 3 and 4 of Rolling Acres Subdivision. Bentonville City staff support the conceptual master layout attached (Exhibit B) showing 28 lots consisting of eight (8) lots in Phase 3 that front existing Southwest Wheatgrass with the remaining twenty (20) lots in Phase 4. The improvements to Phase 1 covered within this agreement, designed and calculated by FTN Engineers, supports the yield of twenty-eight (28) lots in Phases 3 and 4 while correcting capacity issues in Phase 1 identified in 2017; and

WHEREAS, It is understood that Exhibit B master layout is supported conceptually by City staff and will circulate through the City of Bentonville development process meeting the requirements for a subdivision; and

WHEREAS, the reconstruction and upgrade of certain improvements to the storm sewer and associated drainage infrastructure located in Rolling Acres Subdivision, Phase 1 is beneficial to all parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** Bentonville and Can-Ark agree to pay all expenses related to the Development (storm sewer improvements in Phase 1 of Rolling Acres Subdivision) based on a cost share of fifty percent (50%) for each party. Both Parties understand the initial estimate for engineering services including survey, design, bid support and construction services is \$58,750.00 and initial estimate for construction of improvements in Phase 1 is \$200,000.00.

The City will administer and manage the project in Phase 1 including design and construction. Can-Ark will administer and shall be financially responsible for all improvements in future phases of Rolling Acres Subdivision including Phases 3 and 4.

A drainage analysis shall be completed by FTN Associates, Ltd., a qualified and capable engineering firm for such work in the state of Arkansas, as they have

already been engaged by Can-Ark for drainage work in Rolling Acres Subdivision and have familiarity with the project.

Can-Ark shall pay the City 50% of the engineering contract based on engineer's estimate (Exhibit C) within 30 days of approval of the contract by the Bentonville City Council (City Council). Bentonville will not issue a notice to proceed to the engineer until full payment is received from Can-Ark. The City will pay engineering invoices as received and approved by both Parties. Once engineering construction drawings are complete, the City will bid the project respecting engineer's budget and agreed upon timeline (30, 60, or 90 days) by the City and Can-Ark. Awarded contractor shall be required to provide a bid bond, performance and payment bond, and insurance for the project.

Once bid, Can-Ark shall pay the City 50% of the construction bid after approval of both parties including approval by City Council. The City will not issue a notice to proceed to the approved bidder until full payment has been received from Can-Ark. Each pay request during construction submitted by the contractor shall be approved by the engineer and both Parties prior to payment. Retainage of 10% will be required for each pay request and up to completion of the project.

Any revision to any contract amount or duration shall be agreed to in writing by both Parties with any and all amendments/change orders subject to City Council approval. Additional funds associated with any amendments/change orders shall be paid to the City by Can-Ark within 30 days of approval of the increasing amendments/change orders. Amendments/change orders that reduce the contract amount will not be refunded until the end of the contract. Any reduction of costs owed to Can-Ark shall be paid by the City to Can-Ark within 30 days of the final reconciliation of the contract approved by City Council. Any increase in costs or duration for any phase of the project is subject to the approval of City Council.

City shall provide Can-Ark with a project status update including schedule, costs, and any associated or anticipated changes on a monthly basis.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or state courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement. All actions/responses required during the project will be addressed as soon as practical and will not exceed 7 days on any item. Any action or issue that cannot be resolved within 7 days shall have a written communication regarding the issue within 15 days. Both Parties understand items/issues that require City Council action will be dictated by City Council schedule and may vary from times listed in this section; however, both Parties agree respective staffs shall follow defined time frames.

9. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

10. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

11. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

12. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of _____ 2019.

City of Bentonville:

Attest:

By: _____

Stephanie Orman, Mayor

Linda Spence, City Clerk

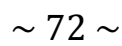
Can-Ark Diamond Realty - Rolling Acres, LLC Attest:

By: _____

~~Joseph Stevens, Member~~

Gary Richardson
Managing Partner

← Z



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH CAN-ARK DIAMOND REALTY
– ROLLING ACRES, LLC FOR DRAINAGE
IMPROVEMENTS IN ROLLING ACRES
SUBDIVISION, PHASE 1**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Development Agreement with Can-Ark Diamond Realty – Rolling Acres, LLC for drainage improvements in Rolling Acres Subdivision, Phase 1 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:

Stephanie Orman, MAYOR

ATTEST:

Linda Spence, CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Budget adjustment in the amount of \$300,000.00 to cover costs associated with a development agreement between the City and Can-Ark Diamond Realty - Rolling Acres, LLC (Can-Ark) for drainage improvements in Rolling Acres Subdivision, Phase I. Engineering and construction costs associated with the project shall be split 50%-50% between the parties. Total estimated cost for the project is \$300,000.00. Any changes in the total costs that exceed \$300,000.00 will require additional Council action.

COST TO CITY:

Cost of this Request: \$300,000

Additional Budget Amount \$300,000

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associates, LTD. for engineering services associated with drainage improvements in Rolling Acres Subdivision, Phase I in an amount not to exceed \$58,750.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request: \$58,750

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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





Memo

To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: August 29, 2019
Re: FTN Associates, LTD Agreement
Rolling Acres Subdivision, Phase 1 Drainage Improvements

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associates, LTD. for engineering services associated with drainage improvements in Rolling Acres Subdivision, Phase 1 in an amount not to exceed \$58,750.00 plus reimbursable expenses. This contract covers engineering services outlined in the development agreement between the City and Can-Ark Diamond Realty – Rolling Acres, LLC. and funds are covered by the budget adjustment associated with the same agreement.

Thank you for your consideration of this request.



water resources / environmental consultants

124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

August 29, 2019
mbender@bentonvillear.com

Mr. Mike Bender, PE
Public Works Director
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

RE: Revised Proposal for Rolling Acres Phase 1 Drainage Improvement Design,
Bentonville, AR
FTN No. P04209-2126-001

Dear Mr. Bender:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following revised proposal to provide professional engineering services related to the design of drainage system improvements for Phase 1 of the Rolling Hills subdivision located in Bentonville, AR (the Project).

Our Basic Services will generally consist of refining existing hydrologic and hydraulic analyses, sizing stormsewer and overland drainage facilities, preparing construction drawings and specifications, as well as bid support and construction phase services, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (e.g., Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

You will pay us for our Basic Services a lump sum fee of \$58,750 (includes \$4,500 for detailed site survey) for Tasks 1-5 and, if requested, an additional \$5,000 for Optional Task 6, for services rendered by our principals and employees engaged directly on the Project. Any Additional

Initial _____

Corporate Office: 3 Innwood Circle, Suite 220 • Little Rock, AR 72211 • Phone (501-225-7779) • Fax (501-225-6738)
Regional Offices: Fayetteville, AR; Baton Rouge, LA; Chesterfield, MO • www.ftn-assoc.com • ftn@ftn-assoc.com

Mr. Mike Bender, PE
August 29, 2019
Page 2

Services will be charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you prior to proceeding.

We will bill you monthly for Services and Reimbursable Expenses on the basis of a percentage of the lump sum fee for services completed with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

We expect to start our services promptly after receipt of your acceptance of this proposal. Additional information regarding the project schedule and deliverables is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of 7 pages, represents the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your printing a complete copy of this letter and signing in the space below and initialing each page and returning it to us. This proposal will be open for acceptance until September 30th, 2019, unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Travis B. Scott, PE, PG, CFM if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.

Accepted this _____ day
of _____, 2019

K.L. Farmer III, PE, CFM
Project Manager/Civil Engineer

By _____
Authorized Representative
City of Bentonville

KLF/kae

Attachments

S:\PROPOSALS\04209-2126-001\FINAL\2019-08-29 FTN REV PROP CITY OF BENTONVILLE-DRAINAGE IMPROVEMENT
DESIGN.DOCX



Initial _____

EXHIBIT A

Proposed Scope of Basic Services Proposal for Rolling Acres Phase 1 Drainage Improvement Design City of Bentonville, Arkansas

Attached to and made part of a Letter Agreement dated August 29, 2019 between FTN Associates, Ltd. (FTN) and the City of Bentonville (Client) in respect to the Project described therein. The specific tasks for the Project are as follows:

PROJECT DESCRIPTION

FTN will design and develop construction drawings, specifications, and bid documents for drainage system improvements for Phase 1 of the Rolling Hills subdivision. The objective of the project is to provide additional hydraulic capacity to the drainage system through Phase 1, along the existing drainage easement to SW Sage Blvd, then to the northwest toward the outfall from the subdivision, in order to help reduce the frequency and severity of flooding at SW Alfalfa Ave. This scope does not include reviewing street or other local drainage or topography in other areas of the subdivision; however, that Task can be provided as Additional Services, if requested.

TASK 1 — DATA COLLECTION AND REVIEW

1. FTN will provide for a subconsultant to perform topographic surveying of the proposed Project Area by a professional surveyor. Survey information will be collected in the Arkansas State Plane North (ft) coordinate system, and will be referenced to North American Vertical Datum of 1988 (NAVD 88). If the topographic survey fee exceeds \$4,500, Additional Services will be required for the amount of the overage. This task does not include drafting or procurement of any additional easements, but this task can be provided as Additional Services.
2. One meeting is included within the scope of this task to discuss the proposed route of the improvements and potential impediments with City and determine whether modifications or additional considerations need to be addressed prior to the start of this project. If requested, additional meetings would require Additional Services.

TASK 2 — HYDRAULIC SIZING AND DESIGN

1. FTN will prepare a detailed hydraulic model, using previously developed peak flow values and site topo and survey data, in order to develop sizing recommendations for the proposed improvements. This task will include one design iteration in the event that modifications are requested based on City review of the preliminary layout.
2. It is anticipated that this Task will be completed within one month of notice to proceed and receipt of survey data.



Initial _____

TASK 3 — CONSTRUCTION DRAWINGS AND SPECIFICATIONS

1. FTN will prepare construction drawings and specifications for drainage improvements as outlined in the Project Description. These drawings will include schematic layout of the proposed overland flow channel, culverts, and junction boxes, as well as required details. City of Bentonville Standard Details will be used wherever applicable. Erosion Control plans will be developed; however, no SWPPP documentation will be prepared for submittal to ADEQ due to the size of the site (>1 acre). If construction of these improvements occurs simultaneously with the improvements of Phase 3 of Rolling Acres subdivision, a combined SWPPP may be required; this task can be performed as Additional Services if requested. Plans will be prepared at 1"=50', or smaller, scale, as necessary.
2. General and Technical Specifications will be developed for the project.
3. Drawings and Specifications will be submitted to the City of Bentonville for review and approval. Any comments provided by the City regarding conformance with design requirements will be addressed and resubmitted.
4. This Task includes one meeting with the City to discuss the preliminary design plans and determine whether any alterations may be necessary.
5. It is anticipated that this Task will be completed within two months of completion of Task 2. If required, revised drawings will be returned to the City for review within one month of receipt of comments.

TASK 4 — BID SUPPORT AND CONSTRUCTION PHASE SERVICES

1. FTN will prepare contract documents for the project and provide bid support to the City during the bidding process.
2. FTN will review material submittals from the selected contractor for conformance with the project Specifications.
3. FTN will provide a Project Technician for construction observation for up to one month, assuming half-time weekly and a Project Engineer for up to four, one-hour site visits. If additional observation is required, this task can be performed as Additional Services. This task will not include performance of geotechnical and/or materials testing services. Such services can be provided as Additional Services through a subconsultant, if required by the City.
4. It is anticipated that this Task will be completed within one month of completion of Task 3.



Initial _____

TASK 5 — COORDINATION AND PROJECT MANAGEMENT

1. Under this task, FTN will conduct routine coordination with the Client, including project communications with the Client and subconsultants, as well as monthly invoicing and associated progress reports. Additional meetings not specifically listed in the above Scope of Work for Basic Services can be provided as Additional Services.

OPTIONAL TASK 6 — REVIEW OF UPSTREAM DETENTION ALTERNATIVE

1. At the request of the City, FTN will determine the maximum practical storage that can be provided by expanding and/or otherwise modifying the ponds upstream of AR Highway 12 on the property owned by the Cornerstone Ridge POA.
2. FTN will then compute the potential reduction in peak flow resulting from the additional storage and modifications in order to determine if pursuing this option is a viable alternative and what affect it may have on the sizing of the proposed Phase 1 improvements.
3. The results of this review will be summarized in a technical memorandum to the City of Bentonville for their review and consideration.
4. Additional construction drawings and specifications to construct any upstream improvements are not included in this project scope, but can be provided as Additional Services if requested.
5. It is anticipated that this Task will be completed within one month of completion of receipt of notice to proceed.

ASSUMPTIONS

1. This scope does not include design of any utilities that might need to be relocated. This is not anticipated, but if required, this task can be provided as Additional Services.
2. The Tasks listed above do not include development of documents or obtaining permits required by other groups or agencies unless explicitly specified above.
3. This scope does not include any meetings or permit fees not specifically described in the tasks above, but those can be included as Additional Services if requested.



Initial _____

EXHIBIT B

**Standard Terms and Conditions
For FTN Contracts with
the City of Bentonville, Arkansas**

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable



Initial _____

expense incurred by FTN on account thereof, provided, that if FTN elects to retain independent counsel, CLIENT shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

- c. Nothing contained herein shall waive any governmental immunity CLIENT may be entitled to by law.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



Initial _____

Exhibit B
August 29, 2019
Page 3

8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of \$1,000,000.
9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



Initial _____

EXHIBIT C

Existing Client Rates 2019 Fee Schedule¹ - FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 193.00
Professional 6	172.00
Professional 5	152.00
Professional 4	134.00
Professional 3	118.00
Professional 2	103.00
Professional 1	91.00
Technician 4	93.00
Technician 3	83.00
Technician 2	72.00
Technician 1	60.00
Executive Assistant	69.00
Word Processing	60.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2019 - December 31, 2019



Initial _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH FTN ASSOCIATES,
LTD. FOR ENGINEERING SERVICES
ASSOCIATED WITH DRAINAGE IMPROVEMENTS
IN ROLLING ACRES SUBDIVISION, PHASE 1**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with FTN Associates, LTD. for engineering services associated with drainage improvements in Rolling Acres Subdivision, Phase 1 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:

Stephanie Orman, MAYOR

ATTEST:

Linda Spence, CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Resolution to declare excess soil generated from the SW I Street South Improvement Project and placed on Airport property as surplus and allow the Mayor to dispose of responsibly.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





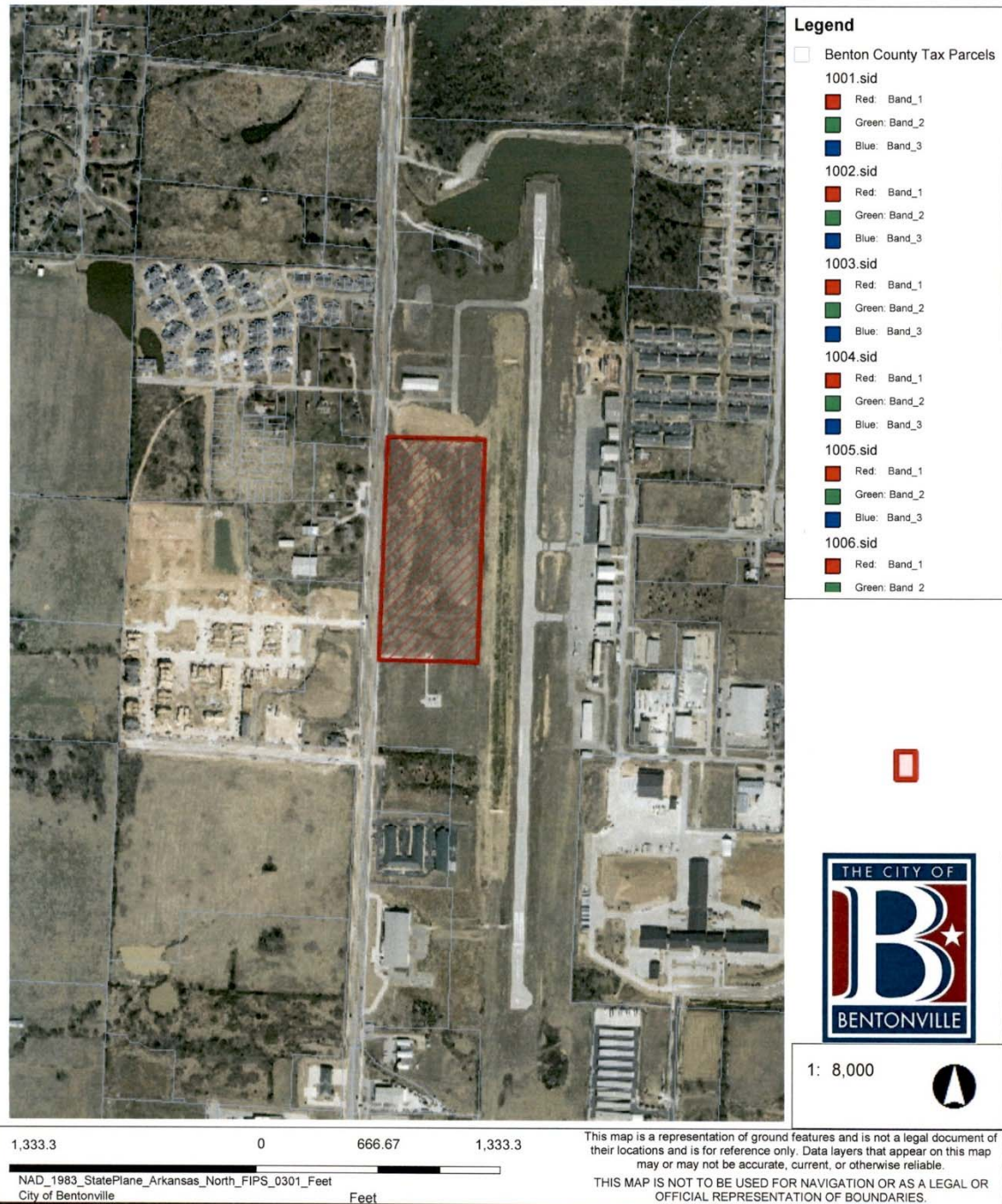
Memo

To: City Council, Mayor Orman
From: Mike Bender
CC:
Date: August 29, 2019
Re: Excess Soil at Airport

Staff requests Council approval of a resolution declaring excess soil at the Airport be declared surplus allowing the Mayor to dispose of responsibly. In 2010, undercut material generated from the SW I Street South Improvement project was placed on the western side of the Airport property adjacent to SW I Street with the intention of using the material to fill in Lake Bentonville at the north end of the runway. At the time, the focus was to relocate Lake Bentonville to another site approximately 1 mile away or move the lake onto property north of the Airport but located fully west of the runway alignment. The goals and development of the Airport and relocation of Lake Bentonville have changed over time and the soil is now restricting/delaying development on the west side of the Airport. In June, staff advertised for bid to remove the soil from the Airport but received no responses. Staff has continued to pursue options for removal of the excess soil that result in no cost to the City. A map is attached that illustrates the location of the excess soil to be declared surplus which is estimated at 120,000 cubic yards. This request does not include excess soil on the Airport that has been generated by Airport projects funded with grants as that soil shall remain on the Airport to be utilized on upcoming Airport projects.

Thank you for your consideration of this request.

Exhibit B - License Area



RESOLUTION NO. _____

**A RESOLUTION DECLARING EXCESS SOIL
PLACED ON AIRPORT PROPERTY GENERATED
FROM THE SW I STREET SOUTH IMPROVEMENT
PROJECT AS SURPLUS**

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

Section 1: That excess soil generated from the construction of the SW I Street South Improvement Project and placed on Airport property be declared surplus allowing the Mayor to dispose of the material in a responsible manner in accordance with applicable laws.

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:

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:

September 10, 2019

Submitted by: Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and Clerk to execute revised covenants for the Industrial Park South property. When the Industrial Park South property was originally developed, the covenants gave the City the first right of refusal on any sale of lots. With the property fully developed, this restriction is no longer needed.

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



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Nick Arnold
Kutak Rock LLP
3300 Market Street, Suite 136
Rogers, Arkansas 72758
(479)-250-9700

**THIRD AMENDMENT TO RESTRICTIVE COVENANTS AND DEDICATION OF
STREET RIGHTS-OF-WAY AND OTHER EASEMENTS OF
BENTONVILLE INDUSTRIAL PARK SOUTH**

PRELIMINARY STATEMENT

WHEREAS, Bentonville Industrial Development Corporation, an Arkansas corporation ("**BIDC**") and the City of Bentonville, Arkansas, an Arkansas municipal corporation (the "**City**"), executed and recorded that certain Restrictive Covenants and Dedication of Street Rights-of-Way and Other Easements of Bentonville Industrial Park South, recorded June 20, 1994 as Document Number **94 043448**, Circuit Clerk's Office of Benton County, Arkansas; as affected by that certain Affidavit recorded November 17, 2003 in **Deed Book 2003, Page 34502**, Circuit Clerk's Office of Benton County; as amended by that certain Amendment to Restrictive Covenants and Dedication of Street Rights-of-Way and Other Easements of Bentonville Industrial Park South, recorded June 9, 2004, in **Deed Book 2004, Page 25972**, Circuit Clerk's Office of Benton County, Arkansas; and as amended by that certain Second Amendment to Restrictive Covenants and Dedication of Street Rights-of-Way and Other Easements of Bentonville Industrial Park South, recorded November 18, 2011, in **Deed Book 2011, Page 54434**, Circuit Clerk's Office of Benton County, Arkansas (collectively, the "**Covenants**") with respect to the Bentonville Industrial Park South, Bentonville, Benton County, Arkansas (the "**Park**");

WHEREAS, Section 13 of the Covenants provides that the same may be amended at any time by an instrument executed by the owners of the majority of square foot land area within the Park; and

WHEREAS, the parties executing signatures pages hereto, constituting owners of a majority of the square foot land area within the Park (collectively, the "**Amending Owners**") desire to amend, revise and modify the Covenants so as to remove certain provisions, restrictions and

obligations from the Covenants subject to the terms and conditions of this Amendment from and after the date hereof.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment. The Amending Owners acknowledge and agree that Sections 1 (Use of Property), 9 (Recapture), and 10 (Resale Right) of the Covenants are each deleted in their entirety and such Sections shall no longer have any force or effect on any property located within the Park.
2. Binding Effect. This Amendment shall be binding upon the Amending Owners, and all other owners of property within the Park, as well as BIDC and City, and each of their respective heirs, successors and assigns.
3. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Arkansas, without regard to conflict of laws principles.
4. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.
5. Effect of Amendment. The Amending Owners represent owners of a majority of the square foot land area within the Park, therefore constitute the required amount of Park owners required to amend the Covenants as set forth in Section 13 of the Covenants. Except as herein modified, the Covenants hereby remain in full force and effect.
6. Severability. If any provision of this Amendment shall for any reason and to any extent be invalid or unenforceable, the remainder of this Amendment and the application of such provision shall not be affected thereby, but rather shall be enforced to the maximum extent possible

[Remainder of page left intentionally blank; signatures to follow.]

CITY OF BENTONVILLE ARKANSAS,
An Arkansas municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

On this day, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well-known or satisfactorily proven, who stated that he/she was the _____ of the **City of Bentonville**, an Arkansas municipal corporation, and further stated that he/she was authorized to execute the foregoing document for and in the name and behalf of such corporation as said officer and/or representative, and further stated and acknowledged that he/she had so signed, executed, and delivered the foregoing document for the consideration, uses, and purposes herein mentioned and set forth.

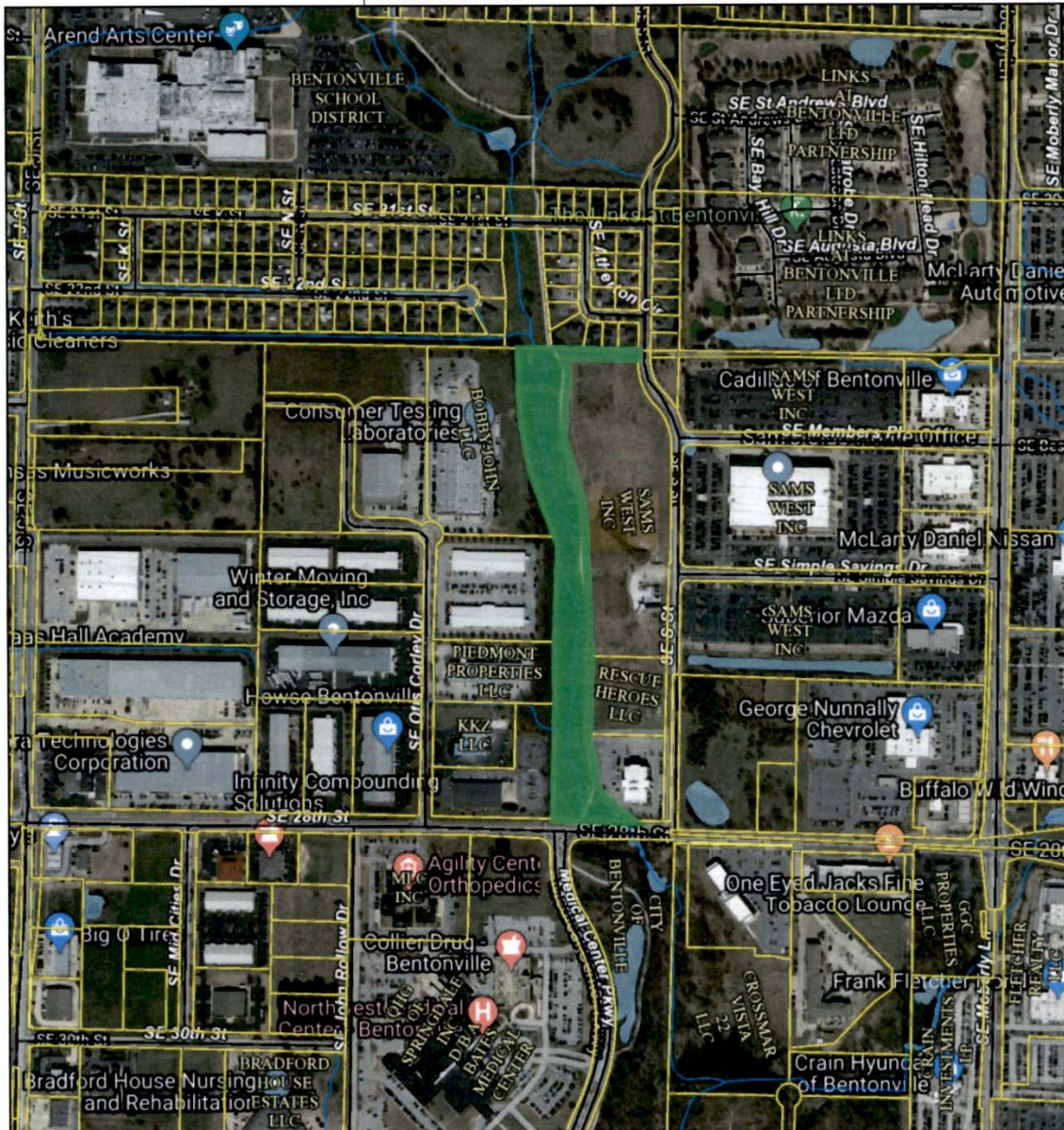
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on _____, 2019.

My Commission Expires:

Notary Public

[Signature Pages Continue.]

Address: 0 SE S ST
Legal: REPLAT 10/18/06 2006-1264, 11/14/06 2006-1377, 6/29/11 2011-273 & 7/21/11 2011-311
Parcel: 01-08559-010 RPID: 143228 Acres: 7.88



Date Created: 7/18/2019
Created By: rball@greencircleprojects.co

1 inch = 541 feet

 via DataScout OneMap

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

<http://www.datascoutpro.com/>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO REVISED COVENANTS FOR
THE BENTONVILLE INDUSTRIAL PARK SOUTH IN THE
CITY OF BENTONVILLE, ARKANSAS**

Whereas, the City of Bentonville and BIDC executed and recorded certain covenants of Bentonville Industrial Park South, and the same have been amended from time to time, and

Whereas, the City of Bentonville and owners of other lots in the Industrial Park South wish to amend said covenants to facilitate the ability of owners to transfer developed property.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to execute the Third Amendment to Restrictive Covenants of Bentonville Industrial Park South, as attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

September 9, 2019

Submitted by:

Jake Harper

Department

Accounting

Phone

271-3115

ACTION REQUIRED:

Approval from City Council to declare various items as surplus, to be sold at Public Auction. See attached lists for more detail on the items to be declared as surplus.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



2019 CITY OF BENTONVILLE SURPLUS ITEMS – BY DEPARTMENT					
QTY	Accounting	QTY	Human Resources	QTY	Administration Cont...
1	Office Chair (Broken)	1	Desk Printer	45	PC Workstations
District Court		1	Camera with Flash	1	Backup Pro
		1	Rolling Chair	12	Wiped Toughbook Drives
		3	Black Toner	73	Tough Books
6	Swivel Chairs		Inventory	1	Laptop
25	Ceiling Can Lighting	6	Concrete Enclosure Box with Lid	63	Computer Monitors
3	File Cabinets	2	Portable Hand Power Washers	1	Fire Box
LOT	Misc. Office Supplies	1	Wire Reel Maker	LOT	Bosch Door Access Control
LOT	Mail Box	1	Drum and Barrel Lifter and Grab	6	EMC VNX SAN – Server Components
1	Under-Desk Keyboard Tray	1	Black Gate on Wheels	1	IPad Air 2 (Broken)
1	Calculator	7	50 Watt HPS Bulb	28	Power Cords
1	Money Drop Box (steel)	2	Ballast for 250 Watt Fixture	13	VGA-HDMI Connectors
1	Partial Light Fixture	2	Ballast for 1500 Watt Fixture	11	Switch 4200G 3Com 24Port
3	Lathem File Stamps	11	Ballast Core/Coil Kit	16	Used Keyboards
1	Foot Rest	9	Replacement Electrical Tray	14	New Keyboards
	Electric Utilities	5	100 Watt Fixture	1	VPI 3U Rackmount Server
1	International 4300 Tree Big Bucket	9	Protected Starters for 250 Watt HPS	11	Desk Printers
1	Air Compressor Trailer	10	Ballast 120 Volt Tray Assembly	20	Copy/Print Center Printers
1	Black Max 5hp 60 Gallon Tank	10	100 Watt HPS Bulb	2	Large Format Printers
1	Expandable Pole Trailer	129	250 Watt HPS Bulb		Library
16	4" Sweeps	88	150 Watt Bulb Sodium	4	Tech Charging Station
21	3" Schedule 40 Conduit	88	Bulb 175 Watt MV	1	Carpet Cleaner
9	6" Schedule 40 Conduit	30	Capacitor 280 Volts	1	Small TV w/ Wall Mount
1	Vactor Truck	9	Socket with Leads 1500 Watt	1	Large TV w/ Wall Mount
1	Braded Non-Twist Wire Rope	84	Bulb 250 Watt MV	1	Roll Floor Covering
LOT	Decorative Street Light Poles	28	Bulb 175 Watt Medium Base	22	Metal Magazine Holders
	Fire	10	Bulb 250 Watt MH	28	Magazine Covers
1	10 Ton Floor Jack	4	Bulb 250 Watt MH Retro White	46	Plastic Magazine Holder
1	Vent Saw	11	Bulb 250 Watt MH Retro White Vertical	4	Boxes of Wooden Dividers
1	Generator Light	7	Head Only Rent Light	12	Red Shopping Baskets
1	Chop Saw	10	Protected Starters for 100 Watt Fixtures	1	Small White Board
1	Hose Dryer		Administration	1	Large White Board
1	Wood Kitchen Table (No Chairs)	1	Floral Couch w/ Pillows	LOT	Misc. Office Supplies
1	Wood Kitchen Table (with 5 chairs)	5	Office Chair (Some Broken)	LOT	Misc. Book Repair Supplies

2019 City of Bentonville Surplus List – By Department

QTY	Library Continued..	QTY	Library Continued..	QTY	Public Works
1	Multimedia Projector (w/case& user guide)	1	Paper Cutter	2	Stock Grasshopper Mower Seats
1	Air Purifier Machine	7	Plastic Magazine Holders	1	22' Heavy Duty Flatbed Trailer
2	Boxes Misc. Christmas Decorations	3	Curved Wall-Mount Plexi Sign Holders	1	2002 Ford F-250 4x4
1	File Cabinet (2 drawer)	1	Triangular Plexi Sign Holder	1	2006 Side-by-Side
1	Cabinet (3 shelf – rolling)	1+	Box Multi-Disc DVD Cases	1	Brush Hog (Est. 2009)
1	Color Laserjet Printer	1	Large Plexi Shelf Display	1	2012 60" Hustler Zero Turn Mower
1	Upright Vacuum Cleaner (damaged wiring)	50+	Rolls Dispenser Transparent Tape	1	2005 52" Front Mount Zero Turn Mower
1	Disc Player		Parks & Recreation	1	2006 52" Front Mount Zero Turn Mower
4	Desk Chairs	1	Popcorn Machine	1	15' Woods Finish Mower
1	Under Desk Keyboard Tray	1	Mist Fan	2	Stock Shortbeds for 2018 Dodge Truck (Removed from new trucks to install utility beds)
4	Boxes Playaway Empty Cases	3+	Cases Glass Cups	2	24x12-0012 Zero Turn Mower Tires
1	Weather Radio	2	New in Box Bicycles	1	2004 Chevrolet 3500
		4+	Misc. Kids Bicycles	24	Trimmers
1	Police Box (Tardis)	5	Backpack Blowers	6	Backpack Blowers
1	Floor Scrubber	1	1998 Ford F Series Dump Truck	2	18V Battery Chargers
1	Small TV	1	Mower	2	18V Skill Saws
1	Large TV	1	2012 Rotary Mower	2	18V Sawzalls
1	Flat Shelf Rolling Cart	2	Stick Edgers	1	18V Hammer Drill
1	Cabling/Wire Management	7	Trimmers	1	18V Flash Light
3	Clocks		Planning	1	18V Battery
44	Zig Zag Inserts – Light Gray	3	Office Chairs	1+	Parts Cleaner
1	Drop Down Keyboard Tray (missing parts)	1	Ghent Letter Board (w/Rollers & Letters)	1	2006 Dodge Durango
1	Drop Down Keyboard Tray	2	Small Bluebriant Storage File-Rolled	1	Printer
1	Fan		Police	5	Bags of Vacuum Cleaner Bags
28	Small Blue Shelf Dividers	1	1993 Chevrolet Suburban (Seized)	5	Commercial Paper Towel Dispensers
1	10 Pack DVD+RW Discs	1	2001 Chevrolet Impala (Seized)		Wastewater
2	50 Pack DVD+RW Discs	1	2000 Volkswagen Passat (Seized)	1	2005 Dodge Dakota
100+	Disc Sleeve Protectors	1	2001 Cadillac El Dorado (Seized)		Transportation
1	Small Steel Desk Display	1	2008 Chevrolet Aveo (Seized)	1	Refrig. Recovery, Recycling & Recharging Station
3	Rolls 2 ½" Wide Matte Binding Tape	1	2003 Chevrolet Venture (Seized)	7	Office Chairs
1	Plastic Bicycle Pump	1	1996 Honda Accord (Seized)	1	Propane Infrared Pavement Heater
10	4x6 Plastic Frames	1	2002 Chevrolet Trailblazer (Seized)	1	1993 Front End Loader
10	Large Blue Shelf Dividers w/ Alpha Labels	9	Digital Cameras	1	Water
2	Desk Top Photo Album Style Flip Stand	7	GPS Units	1	Shonstedt Magnetic Locator
3	Small Spray Bottles	2	Laptops	1	Air Compressor
7	High Temp Hot Glue Guns				

2019 City of Bentonville Surplus List – By Department

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE,
ARKANSAS AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville, as more particularly described in the attached Exhibits, is hereby declared to be surplus and the Mayor or his designee is authorized to dispose of such property by auction or in another appropriate manner as set forth in section 3.04 of the Bentonville Municipal Code.

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

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 10, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement for a utility easement necessary as a condition of approval for the final certificate of occupancy for the new Emergency Communications and Criminal Investigations Center. See attached easement document.

COST TO CITY:

Cost of this Request: \$45,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



UTILITY EASEMENT

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

PERMANENT EASEMENT DESCRIPTION:

A 20 foot Utility Easement being part of the fractional NE 1/4 of the NW 1/4 of Section 5, Township 19 North, Range 30 West. In the city of Bentonville, Benton County, Arkansas, and being more particularly described as follows, to-wit:

COMMENCING at a 1/2" Rebar at the Northeast Corner of the tract described in Deed Book 93, Page 19352.

THENCE South 02°19'29" West along the east line of said tract 16.00 feet to the South line of 16 foot Utility Easement recorded in Deed Book 91, Page 40793;

THENCE along said South line, North 87°19'25" West 90.80 feet to the **POINT OF BEGINNING**;

THENCE South 02°40'35" West 231.01 feet;

THENCE North 87°19'25" West 20.00 feet;

THENCE North 02°40'35" East 231.01 feet to the South line of said 16 foot Utility Easement;

THENCE along said South line, South 87°19'25" East 20.00 feet to the **POINT OF BEGINNING**.

Containing 4,620.18 Sq. Ft. or 0.10 Acres, more or less.

The above described temporary construction easement shall terminate upon the acceptance of the improvements to be constructed within the above described permanent easement by the City of Bentonville, Arkansas.

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

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described 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 permanent 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 and right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's 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 and right unto said grantees, its successors and assigns, forever or until said right of way if finally abandoned.

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

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

ACKNOWLEDGEMENT

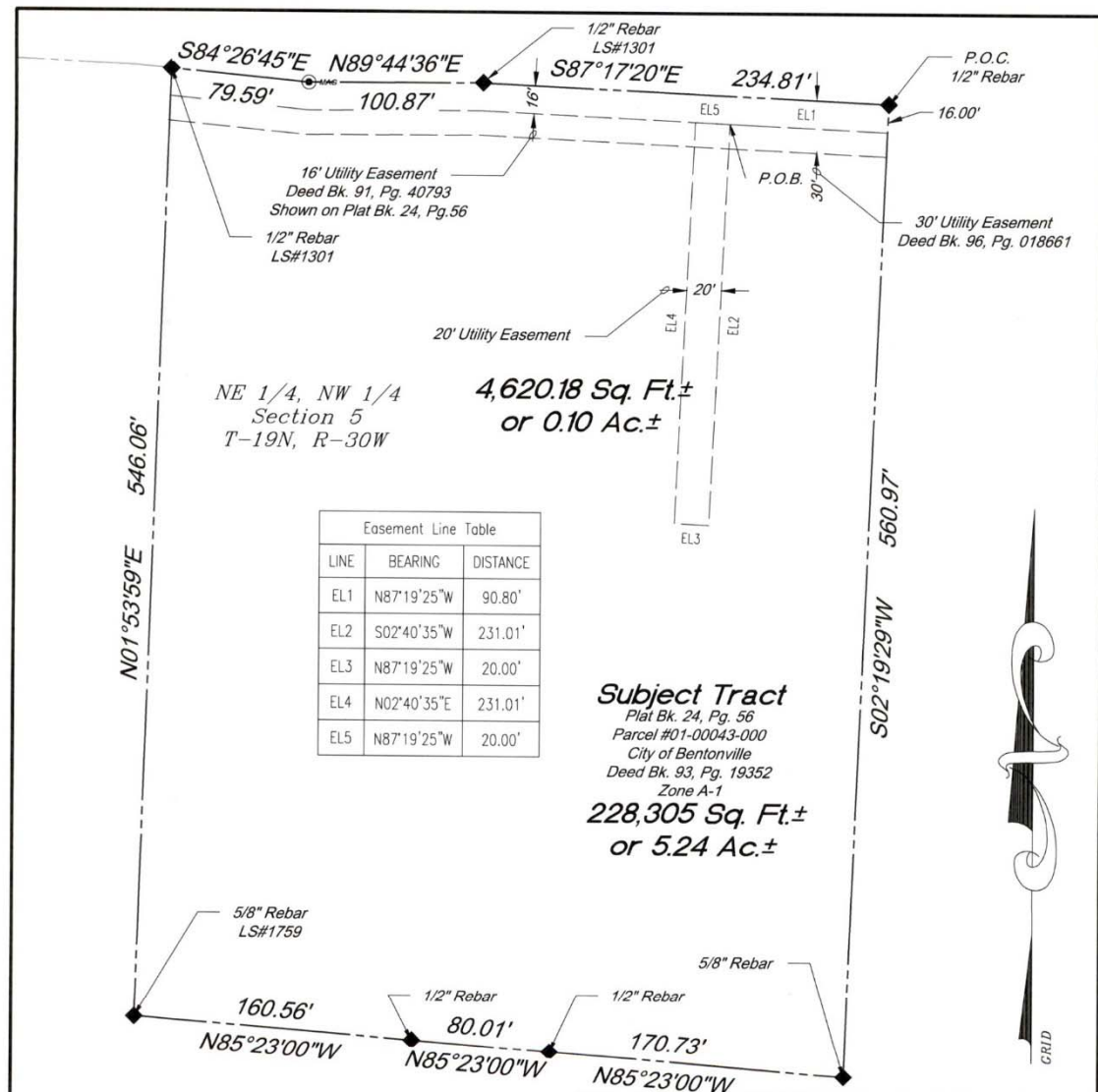
STATE OF ARKANSAS }
COUNTY OF BENTON }

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

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

Notary Public

My Commission Expires: _____



Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N87°19'25\"W	90.80'
EL2	S02°40'35\"W	231.01'
EL3	N87°19'25\"W	20.00'
EL4	N02°40'35\"E	231.01'
EL5	N87°19'25\"W	20.00'

Subject Tract
 Plat Bk. 24, Pg. 56
 Parcel #01-00043-000
 City of Bentonville
 Deed Bk. 93, Pg. 19352
 Zone A-1
228,305 Sq. Ft. ±
or 5.24 Ac. ±



LEGEND

- Boundary Line
- - - Adjoiner Boundary Line
- - - Easement Line
- ◆ Found Rebar (as noted)
- Found Mag Nail

30278	7/25/18	DGR	LWS	KCD	DGR
CEI PROJECT NO.	DATE	PLS	DRW	FLD	CHK'R
CEI Engineering Associates, Inc. ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3108 SW REGENCY PKWY BENTONVILLE, AR. 72712 (479) 273-9472 CORPORATE OFFICE TBPLS FIRM: #10194234			3030 LBJ FREEWAY DALLAS, TX 75234 (972) 488-3737 DALLAS OFFICE TBPLS FIRM: #10031500		
Bentonville Police Department 908 SE 14th St Bentonville Benton County Arkansas					
Easement Exhibit				REV DATE 8/28/19 REV 0	SHEET NO. 1 OF 1

© 2019 CEI ENGINEERING ASSOCIATES, INC.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE A GENERAL UTILITY
EASEMENT ACROSS A PORTION OF CERTAIN POLICE
DEPARTMENT PROPERTY.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to execute a general utility easement across a portion of Police Department property 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.

APPROVED:

MAYOR

ATTEST:

CITY CLERK