



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 11, 2014 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 11, 2014 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 28, 2014**

AGENDA

1. DBI Informational Presentation - David Deggs, Executive Director of DBI, will be in attendance to provide Mayor and Council with an annual report and a brief presentation. **(Page 4)**

2. Planning:

- 2a. **MSB Holdings, LLC: Property Line Adjustment, Lots 25-28 Dickson's Addition, 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street, Zoned R-1, Single Family Residential.**

(Pages 7-10)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines that will coincide with the existing parcel lines for properties located at 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street. The plat as provided indicates the creation of four lots from a single existing lot to be known as (Lots 25, 0.21 acres, Lot 26, 0.36 acres, Lot 27, 0.19 acres and Lot 28, 0.18 acres) of Dickson's Addition. Additionally 26' of right of way is being dedicated along Southwest 2nd Street and 35' of right of way is being dedicated along West Central Avenue.

- 2b. **Michael Coughlin and Jennifer Wallace: Rezoning Request, 102 Northwest 3rd Street and 303 North Main Street.**

(Pages 11-15)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential and R-2, Duplex and Patio home Residential to DE, Downtown Edge. The

applicant has requested a rezoning in order to provide additional serves for their B&B Guest-Gift shop and small events.

- 2c. **RI REGI Arkansas, LLC: Rezoning Request, SW Farrington Ave, Brighton Farms Planned Residential Development.**

(Pages 16-23)

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to PRD, Planned Residential Development. The applicant has proposed a Planned Residential Development at this location. The property mostly known as Brighton Farms was originally zoned as a PUD. The applicant plans to create 171 single family lots and 3 common areas, containing a swimming pool, benches, playground equipment, gazebos, outdoor grilling facilities and a covered structure. The proposed floor plans of 1,800 to 2,7000 square feet are consistent in size with the surround homes and will have a French Country design consisting of full brick and/or stone exteriors with a variety of detailing accents. According to the applicant, due to the existing infrastructure, adding depth to the lots is not realistic therefore the applicant is proposing a 17' front setback, 5' side setback and 20' rear setback and will incorporate a small landscaped courtyard concept into each dwelling to "promote neighbor interaction in a more Traditional Neighborhood Design".

- 2d. **Don Mayer: Lot Split, Mayer Addition, 5089 South Vaughn Road, Zoned A-1, Agricultural.**

(Pages 24-28)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a Lot Split application for property located at 5089 South Vaughn Road. The proposed plat as provided indicates the creation of three lots, Lot 1 (66.26 acres), Lot 2 (13.94 acres) and Lot 3 (20.03 acres). A 26' utility easement, exist along Southwest Anglin Road and a 15' utility easement exist along South Vaughn Road. Additionally 45' of right of way is being dedicated along South Vaughn Road and Southwest Anglin Road.

3. Approval of a resolution expressing the willingness of the City of Bentonville to utilize federal-aid funds for the Walton Blvd. Multi-use Trail. **(Pages 29-31)**
4. Recommend to the Mayor and City Council approval for transfer of a one ton truck (#3010-24) from Electric Department to Street Department. **(Pages 32-33)**
5. Reappointment of Mary Baggett and Deborah Matteri to the City of Bentonville's Criminal Nuisance Abatement Board. (Terms expire 2/11/17) **(Pages 34-36)**
6. The Parks and Recreation Staff are seeking the City Council's approval of a bid award for bid #14-06 in the amount of \$37,683.75 for chemical and fertilizers for sports fields and grounds. **(Pages 37-40)**

7. The Parks and Recreation Staff are seeking the City Council's approval of a bid award for bid #14-01 in the amount of \$22,777.00 for purchase and installation of fencing to replace the outfield and dugout fencing at Elm Tree Fields.
(Pages 41-43)
8. Recommend Mayor and City Council enter into an agreement with CEI for design of box culverts and paving for Town Branch Creek located between the Electric Department and Inventory Warehouse in the amount of \$50,960.00.
(Pages 44-53)
9. Award bid # 14-11 to Ecotech Enterprises, Inc. for the purchase of liquid Aluminum Sulfate for chemical phosphorus removal at the wastewater treatment plant. This is a budgeted item.
(Pages 54-60)
10. Request that the Mayor and Clerk be authorized to enter into an agreement with New World Systems, for additional software services in preparation for future upgrades, for the Bentonville Police Department. The cost related to this software is \$20,500, as set forth in the agreement attached hereto as Exhibit "A". This is a 2014 budgeted expense.
(Pages 61-71)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

DBI Informational Presentation - David Deggs, Executive Director of DBI, will be in attendance to provide Mayor and Council with an annual report and brief presentation.

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	\$ -

DW

Department Head

2/3/2014

Date

CT

Staff Attorney

2/5/14

Date

Purchasing Agent

Date

Tom
Mayor

2/5/14
Date

DL

Finance Director

2-5-14

Date

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



**City Council
Agenda
February 11, 2014**

MSB Holdings, LLC: Property Line Adjustment, Lots 25-28 Dickson's Addition, 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines that will coincide with the existing parcel lines for properties located at 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street. The plat as provided indicates the creation of four lots from a single existing lot to be known as (Lots 25, 0.21 acres, Lot 26, 0.36 acres, Lot 27, 0.19 acres and Lot 28, 0.18 acres) of Dickson's Addition. Additionally 26' of right of way is being dedicated along Southwest 2nd Street and 35' of right of way is being dedicated along West Central Avenue.

Michael Coughlin and Jennifer Wallace: Rezoning Request, 102 Northwest 3rd Street and 303 North Main Street.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential and R-2, Duplex and Patio home Residential to DE, Downtown Edge. The applicant has requested a rezoning in order to provide additional serves for their B&B Guest-Gift shop and small events.

RI REGI Arkansas, LLC: Rezoning Request, SW Farrington Ave, Brighton Farms Planned Residential Development.

The planning commission voted 7-0 recommending approval.

The applicant has requested a rezoning from A-1, Agricultural to PRD, Planned Residential Development. The applicant has proposed a Planned Residential Development at this location. The property mostly known as Brighton Farms was originally zoned as a PUD. The applicant plans to create 171 single family lots and 3 common areas, containing a swimming pool, benches, playground equipment, gazebos, outdoor grilling facilities and a covered structure. The proposed floor plans of 1,800 to 2,7000 square feet are consistent in size with the surround homes and will have a French Country design consisting of full brick and/or stone exteriors with a variety of detailing accents. According to the applicant, due to the existing infrastructure, adding depth to the lots is not realistic therefore the applicant is proposing a 17' front setback, 5' side setback and 20' rear setback and will incorporate a small landscaped courtyard concept into each dwelling to "promote neighbor interaction in a more Traditional Neighborhood Design".

Don Mayer: Lot Split, Mayer Addition, 5089 South Vaughn Road, Zoned A-1, Agricultural.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a Lot Split application for property located at 5089 South Vaughn Road. The proposed plat as provided indicates the creation of three lots, Lot 1 (66.26 acres), Lot 2 (13.94 acres) and Lot 3 (20.03 acres). A 26' utility easement, exist along Southwest Anglin Road and a 15' utility easement exist along South Vaughn Road. Additionally 45' of right of way is being dedicated along South Vaughn Road and Southwest Anglin Road.

Planning Commission Staff Report
Property Line Adjustment: Lots 25 – 28 Dickson's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: February 4, 2014

GENERAL INFORMATION:

Project Number: 14-07000002

Applicant: MSB Holdings, LLC

Representative: Blew & Associates

Requested Action: Property Line Adjustment Approval

Location: 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines that will coincide with the existing parcel lines for properties located at 711 & 723 West Central Avenue and 714 & 718 Southwest 2nd Street. The plat as provided indicates the creation of four lots from a single existing lot to be known as (Lots 25, 0.21 acres, Lot 26, 0.36 acres, Lot 27, 0.19 acres and Lot 28, 0.18 acres) of Dickson's Addition. Additionally 26' of right of way is being dedicated along Southwest 2nd Street and 35' of right of way is being dedicated along West Central Avenue.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Downtown Mixed Use
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	West Central Avenue	Collector
South	Southwest 2 nd Street	Local
East	-	-
West	Southwest 'G' Street	Local

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; these sites are currently occupied residences within a single family subdivision.

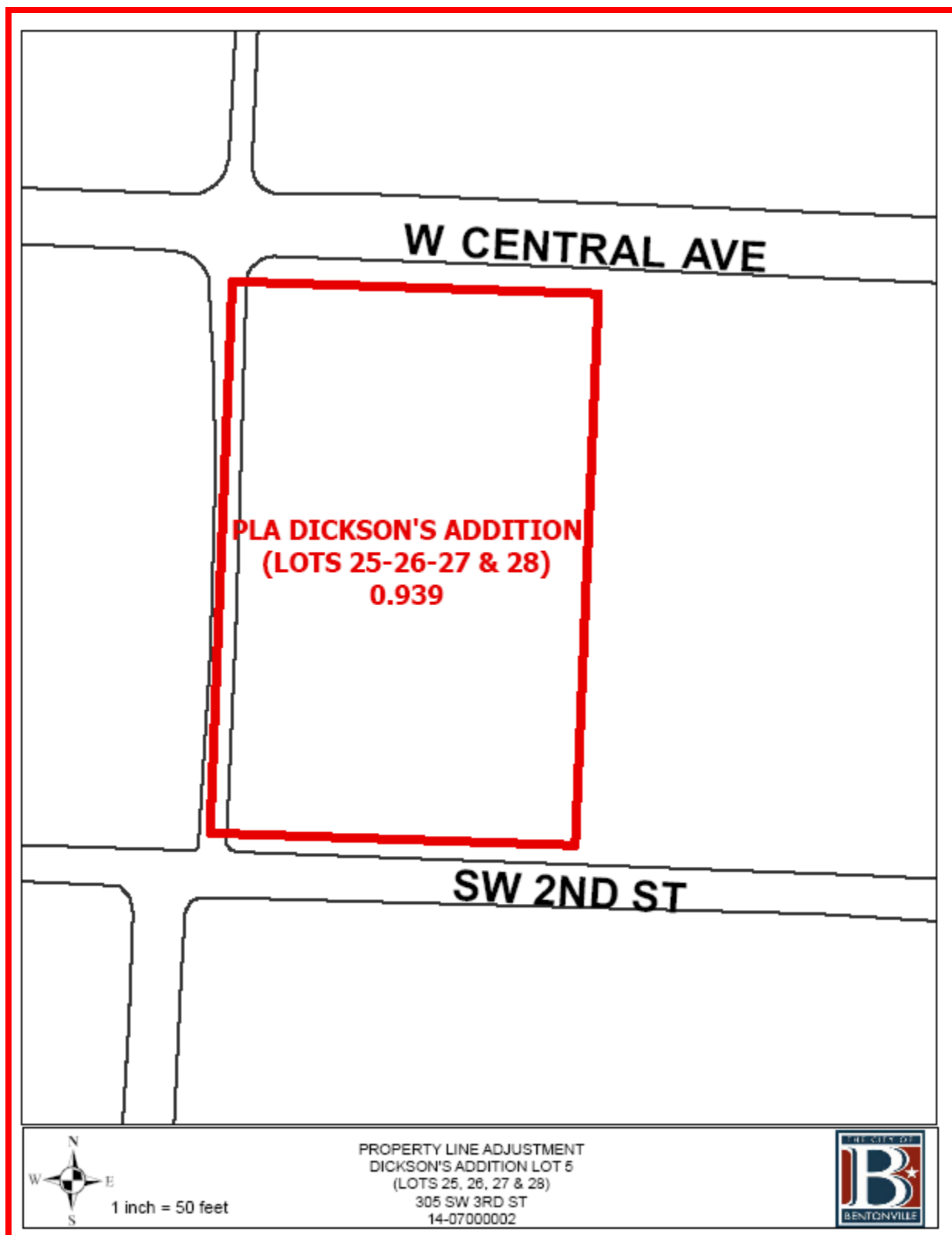
Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment MEETS the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF DICKSON'S ADDITION, LOTS 25-28, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Dickson's Addition, Lots 25-28, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of February, 2014 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 of 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 Dickson's Addition, Lots 25-28 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 _____, 2014.

ATTEST

APPROVED

City Clerk

Mayor



PC Meeting of: August 3, 2010

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: WALLACE, R-1. Single Family Residential to D-E, Downtown Edge
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Brian Bahr, Interim Community Development Director
DATE: August 3, 2010

GENERAL INFORMATION

H.T.E. Project Number: 10-090000002
Applicant/Current Owner: Don and Jennifer Wallace
Representative: Jennifer Wallace
Requested Action: Rezoning
Location: 102 North West 3rd Street
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: D-E, Downtown Edge
Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is the site of a historic single family home in a redeveloping downtown mixed use area.

Previous Rezoning Requests for this Property: There are no known rezoning request for this property. The current use is residential and the zoning has been consistent with such a use for as long as indicated by records.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation		
North	Single Family Residential	R-1, Single Family Residential	Downtown Residential	Mixed	Use
South	Religious Facility	D-C, Downtown Core	Mixed Use		
East	Real Estate Office	D-E, Downtown Edge	Downtown Residential	Mixed	Use

West	Single Family Residential	R-1, Single Family Residential	Downtown Residential	Mixed Use
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Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	North West 5 th Street	Collector Street	2 lane curb and gutter Fair Condition
South	Northwest 3 rd Street	Local Street	2 lane curb and gutter Fair Condition
East	North Main Street	Collector Street	2 lane curb and gutter Fair Condition
West	North West A Street	Collector Street	2 lane curb and gutter Fair Condition

LEGAL NOTIFICATIONS

Public Notice: On July 15, 2010, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on July 15, 2010. In addition, staff posted a notice of public hearing sign on the property on July 19, 2010. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff:

The Master land use plan depicts this property has Downtown Mixed Use Residential which is consistent with the proposed request of D-E, Downtown Edge. Appropriate policies shall provide for a transition area between downtown commercial and single family residential.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff:

The proposed zoning classification will not create a traffic danger of congestion. The existing street infrastructure is adequate for the proposed traffic.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

Finding(s) of Staff:

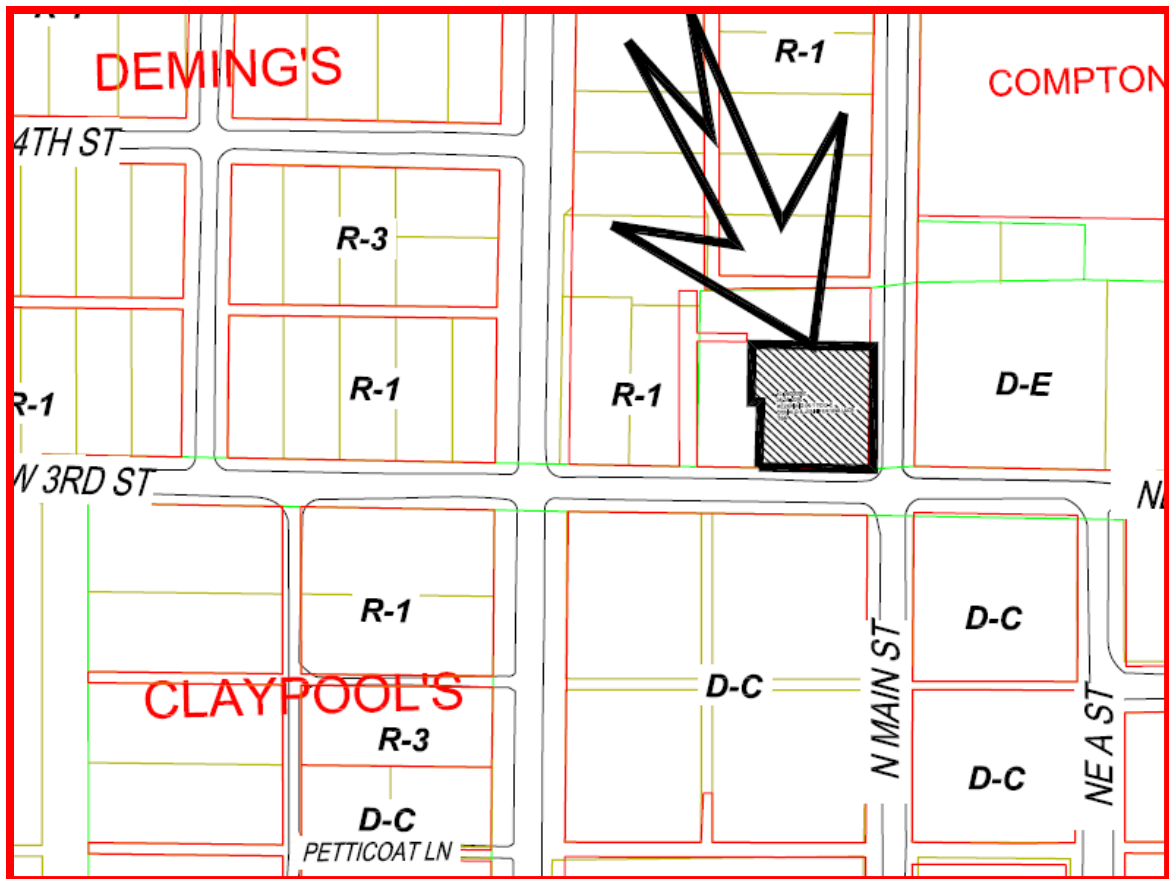
The proposed zoning will not add additional services to the city current infrastructure. The existing services will remain in place and will not be altered with this rezoning.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as downtown mixed use residential. According to the general plan this designation permits for a range of residential types with supportive neighborhood-scale commercial uses. A strong emphasis should be give to compatibility with adjacent properties. The Downtown Edge zoning classification creates an area of transition between the downtown core and the lower density residential on the outskirts of downtown. The Downtown Edge will have the greatest potential for infill and redevelopment.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from R-1, Single Family Residential to D-E, Downtown Edge.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO DE, DOWNTOWN EDGE

WHEREAS, Michael Coughlin and Jennifer Wallace, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to DE, Downtown Edge property to be used in accordance with city zoning laws and state laws; which property is described as follows:

A part of Lot 12, Curtis Addition to Bentonville, Benton County, Arkansas

Commonly known as 303 North Main Street and 102 Northwest 3rd Street

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 5th day of February 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to DE, Downtown Edge;

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

Section 1: That the above described real property is hereby changed from its present classification to DE, Downtown Edge property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: February 4, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

Planning Commission Staff Report

REZONING: RI REGI Arkansas, LLC, A-1, Agricultural to PRD, Planned Residential Development

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 4, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-01700001
Applicant/Current Owner: RE REGI Arkansas, LLC
Representative: Clay Carlton
Requested Action: Rezoning
Location: SW Farrington Avenue
Existing Zoning: A-1, Agricultural
Proposed Zoning: PRD, Planned Residential Development
Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

The applicant has proposed a Planned Residential Development at this location. The property mostly known as Brighton Farms was originally zoned as a PUD. The applicant plans to create 171 single family lots and 3 common areas, containing a swimming pool, benches, playground equipment, gazebos, outdoor grilling facilities and a covered structure. The proposed floor plans of 1,800 to 2,700 square feet are consistent in size with the surround homes and will have a French Country design consisting of full brick and/or stone exteriors with a variety of detailing accents. According to the applicant, due to the existing infrastructure, adding depth to the lots is not realistic therefore the applicant is proposing a 17' front setback, 5' side setback and 20' rear setback and will incorporate a small landscaped courtyard concept into each dwelling to "promote neighbor interaction in a more Traditional Neighborhood Design".

Property Description/Site Inspection: A site inspection was completed; this property is the site of an abandoned subdivision that is partially developed and surrounded by established single family residential subdivisions.

Previous Rezoning Requests for this Property: This property was rezoned on March 21, 2006 to PUD, Planned Unit Development.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Low Density Residential	R-1, Single Family Residential	Low Density Residential
South	Agricultural	Benton County	Agriculture
East	Low Density Residential	R-1, Single Family Residential	Low Density Residential
West	Low Density Residential	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	Southwest Nottingham Avenue & Southwest Farrington Avenue	Local	2 lane asphalt with curb and gutter
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On January 9, 2014, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on January 16, 2014. In addition, staff posted a notice of public hearing sign on the property on September 17, 2012. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: It is a policy of the General Plan to encourage infill development within the core of the city. Through the use of the correct zoning designation the mix of uses can be compatible to existing uses.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed density will not adversely impact traffic in the adjacent area. The site will have connectivity to an arterial and a collector street.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

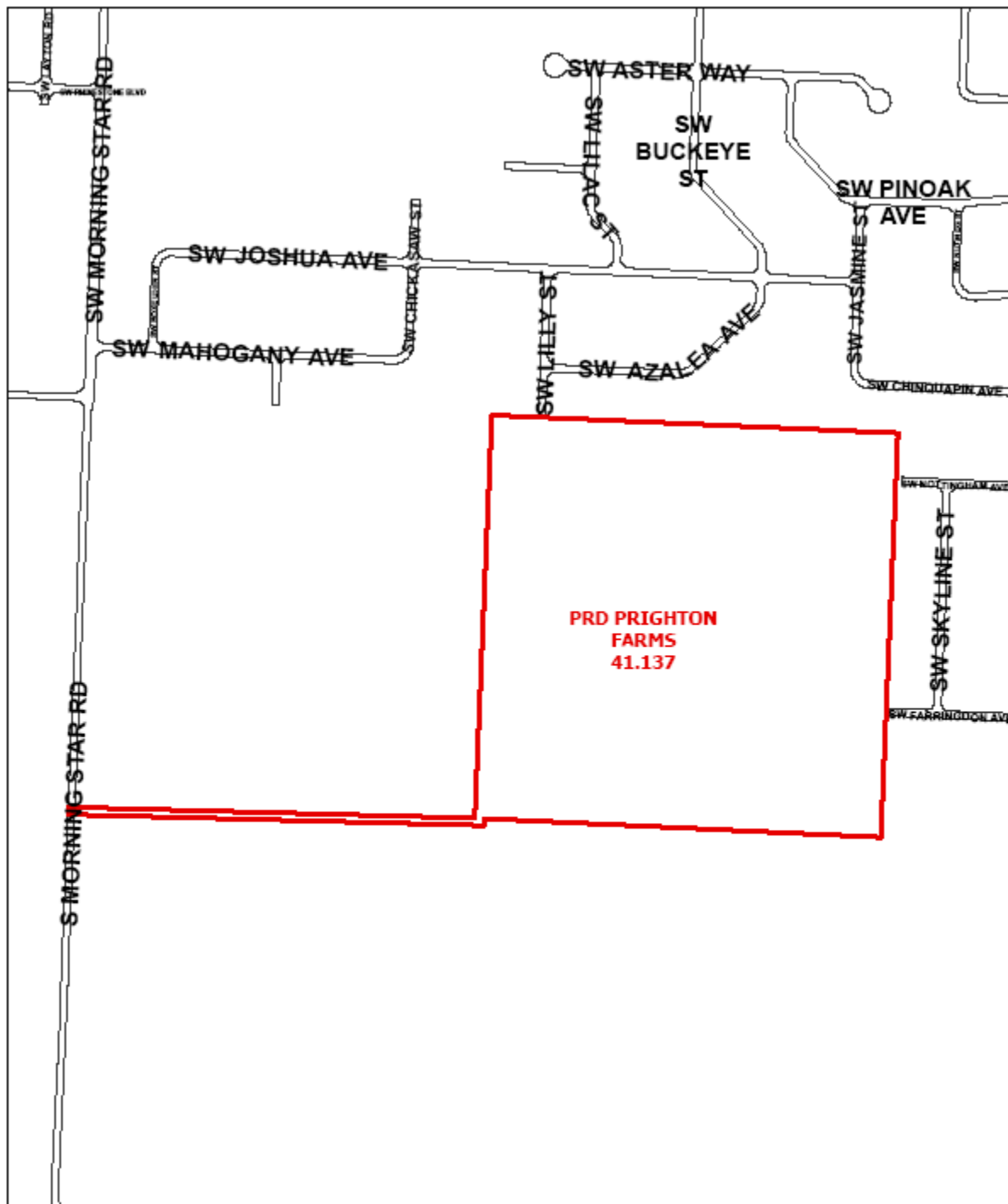
Finding(s) of Staff: Public services area adequate for the increase in density. Water and sewer is readily available and emergency services area located within close proximity.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request IS consistent with the City of Bentonville's Future Land Use Map, which depicts this property as medium density residential

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends approval of the rezoning from R-O, Residential Office and A-1, Agricultural to Planned Residential Development.



1 inch = 400 feet

PLANNED RESIDENTIAL DEVELOPMENT
BRIGHTON FARMS
14-01700001





December 24, 2013

To: The City of Bentonville Planning & Engineering Departments
305 SW A Street
Bentonville, AR 72712

From: Buffington Homes of Arkansas
2826 Joyce Boulevard
Fayetteville, AR 72703

Re: **Brighton Farms Planned Residential Development Rezoning Request**

Project Overview

The subject property, mostly known as the Brighton Farms Subdivision, consists of approximately 41.1 acres located off of Morning Star and Bright Roads in SW Bentonville. In the summer of 2005, the original property developers received City approval of a preliminary plat for the Brighton Farms Subdivision and commenced development. The development project was almost entirely complete and ready for final plat approval when the developers abruptly shut down the construction as the economy began to turn worse. Virtually all the water, sewer, curb and storm drain infrastructure was installed, most of the electrical conduit was installed, and the street base was laid in anticipation of asphalt. Eventually, the property fell into foreclosure and has remained in its' current condition ever since.

Buffington Homes is currently under contract to purchase the abandoned subdivision and, as a result, are hereby requesting a rezoning of the property to a Planned Residential Development. Given the mostly complete nature of the infrastructure, our development plan would be to work with the existing conditions to develop the property into 171 buildable lots and 3 common area park lots that will consist of 7.41 acres, or 18% of the overall development. Based upon the existing infrastructure that is currently in place adding depth to the lots is not realistic. Therefore, we are requesting a reduction in the standard City of Bentonville building setback requirements in order to allow for slightly larger building footprints, which will in turn allow larger homes to be built that will be more compatible to the abutting subdivisions Wildwood and Brighton Heights (in terms of price and size). Additionally, by allowing the homes to be brought forward towards the street, and through the use of courtyards and outdoor living areas, this will promote

neighbor interaction in the more Traditional Neighborhood Design.

Building Design & Features

As you can see from the attached architectural renderings and construction plans, these homes will be of a common architectural theme and will be one and two story options, with a variety of housing types and price points, ranging in size of between 1,800 SF to 2,700 SF. The architectural style of the homes will be of French Country design consisting of full brick and/or stone exteriors, with a variety of detailing, including stained cedar accents, pre-cast concrete accents, and shake/stucco/Hardiboard siding in eaves, as well as some plan specific detailing above garage doors. The building heights of the dwellings will range from 25' to 35'. All roof gables from the frontal view will be a predominant minimum of a 12:12 roof pitch.

The landscape concept will be to achieve an optimal relationship of landscape design that is consistent and recurrent throughout the neighborhood, creating a "sense of place". This will be achieved thru the use of certain architectural elements and planting materials. More specifically, this will be done through the use of the courtyard concept, bringing an extension of the living space to the front yard and being the closest focal point from the street instead of the garage. This concept promotes neighbor interaction in the "Traditional Neighborhood Design" concept.

As mentioned before, there will be 3 separate park areas spread throughout the development which will be maintained by the Property Owners' Association. As you will notice on the Preliminary Plat, Lot# 172 consists of 1.16 acres, Lot# 173 consists of 4.63 acres and Lot# 174 consists of 1.62 acres, for a combined total of 7.41 acres of parkland and common area. The 2 smaller park lots will be neatly landscaped and will primarily contain playground equipment with park benches and gazebos. Lot# 173 is envisioned as being the primary social gathering point for the neighbors in the community. The western half of this park area will contain a neighborhood swimming pool with a covered structure which will include bathrooms and outdoor grilling facilities. The eastern half of this park currently consists of a small pond surrounded by a canopy of several mature trees. The plan would be to clean up the underbrush and enhance the area with additional landscaping in an effort to create a place of shaded solitude in a more natural setting.

The architectural style and building materials utilized in any of the Public Gathering Places will have the same consistent theme as the homes constructed within the neighborhood. Additionally, the landscape plan includes the planting of consistent street tree species, creating an allee within the neighborhood, in conjunction with the spirit of the City of Bentonville's Street Tree Corridor Plan.

If you have any additional questions or concerns, please contact either Clay Carlton or Mike Lamberth, with Buffington Homes of Arkansas.

Thank you,

Clay Carlton (479) 283-3843
Mike Lamberth (479) 841-1541

Development Team

Property Developer

Buffington Homes of Arkansas
2826 Joyce Boulevard
Fayetteville, AR 72701

Civil Engineer

Jorgensen & Associates
124 W. Sunbridge
Fayetteville, AR 72703

Architect

Kipp – Flores Architects
11776 Jollyville Road
Austin, TX 78759

Landscape Designer

DK Design
Daniel Keeley, President
www.dkdesignoutdoor.com
Fayetteville, AR 72701

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO PRD, PLANNED RESIDENTIAL DEVELOPMENT

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

Said tract or parcel commonly described as:

A tract of land lying in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 14, Township 19 North, Range 31 West, Benton County, Arkansas, and being more particularly described as follows: Beginning at the Northeast corner of NE1/4 of the NE1/4 of said Section 14, thence along the East line of said NE1/4 of the NE1/4 S02°26'30" W 1323.31 feet to the Southeast corner of said NE1/4 of the NE1/4, thence along the South line of said NE1/4 of the NE1/4, N87°18'15"W 1298.15 feet to a point, thence leaving said South line, S04°41'08"W 24.01 feet to a point, thence N88°29'08"W 1365.00 feet to a point, thence N01°07'32"E 24.00 feet, thence S88°37'31"E 1333.56 feet to the Southwest corner of said NE1/4 of the NE1/4, thence along the West line of said NE1/4 of the NE1/4, N02°26'19"E 1317.22 feet to the Northwest corner of said NE1/4 of the NE1/4, thence leaving said West line and along the North line of said NE1/4 of the NE1/4, S87°27'16"E 1331.19 feet to the point of beginning. Subject to the right-of-way of Morning Star Road on the West side, and subject to all right-of-ways and easements of record ("Real Property").

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 5th day of February 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to PRD, Planned Residential Development;

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

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

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Mayer Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: February 4, 2014

GENERAL INFORMATION:

Project Number: 13-05000031

Applicant: Don Mayer

Representative: Cochran & Associates

Requested Action: Lot Split Approval

Location: 5089 South Vaughn Road

Existing Zoning: A-1, Agricultural

Land Use Plan: Agriculture

BACKGROUND:

The applicant has submitted a Lot Split application for property located at 5089 South Vaughn Road. The proposed plat as provided indicates the creation of three lots, Lot 1 (66.26 acres), Lot 2 (13.94 acres) and Lot 3 (20.03 acres). A 26' utility easement, exist along Southwest Anglin Road and a 15' utility easement exist along South Vaughn Road. Additionally 45' of right of way is being dedicated along South Vaughn Road and Southwest Anglin Road.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Agriculture
South	A-1, Agricultural	Public
East	Agricultural	Agriculture & Medium Density Residential
West	Benton County	Agriculture

STREETS

Direction	Name	Classification
North	Southwest Anglin Road	Arterial
South	-	-
East	-	-
West	South Vaughn Road	Arterial

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; the site consists of a single family residence within an agricultural area.

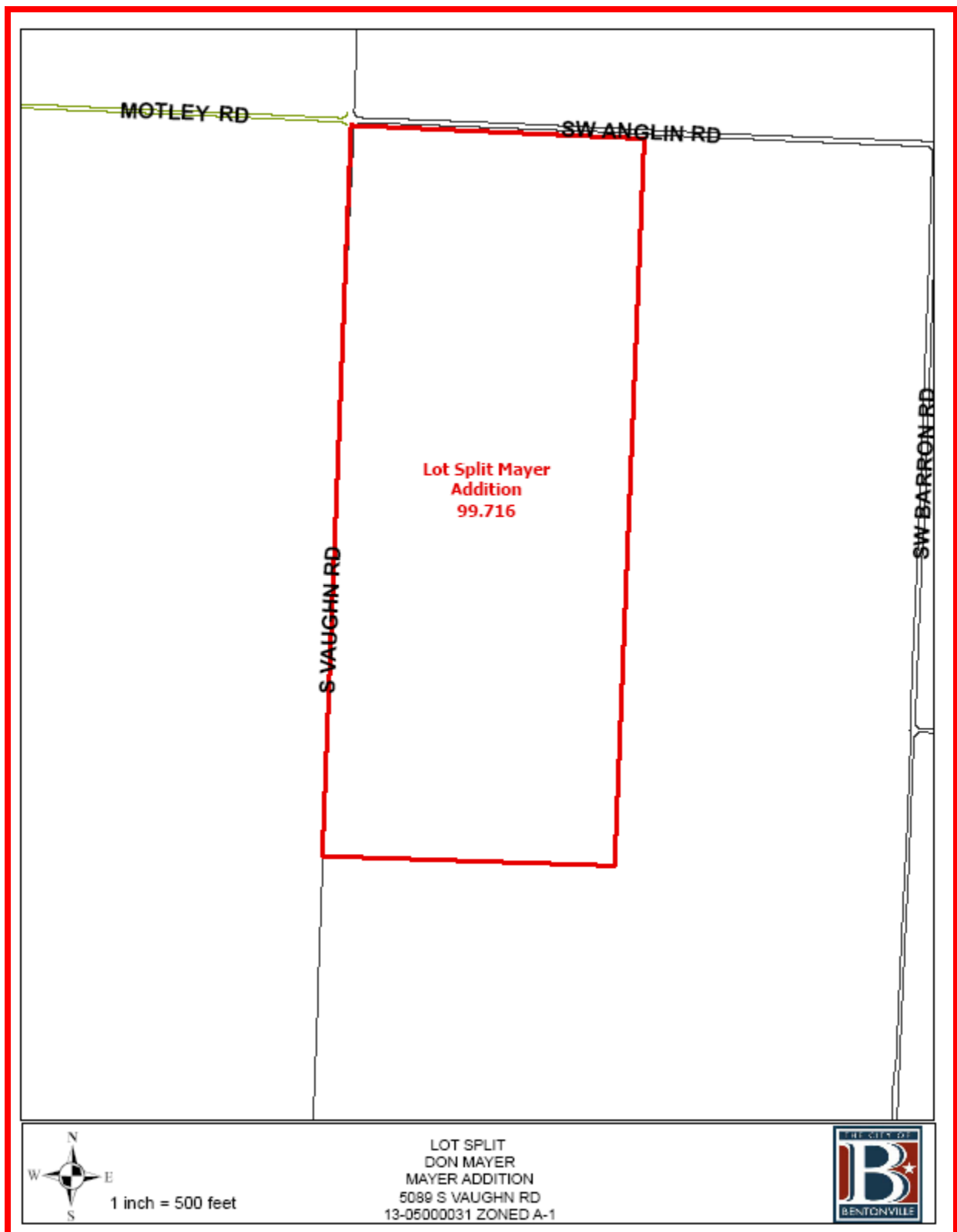
Drainage Report: A drainage report is not required for this lot split.

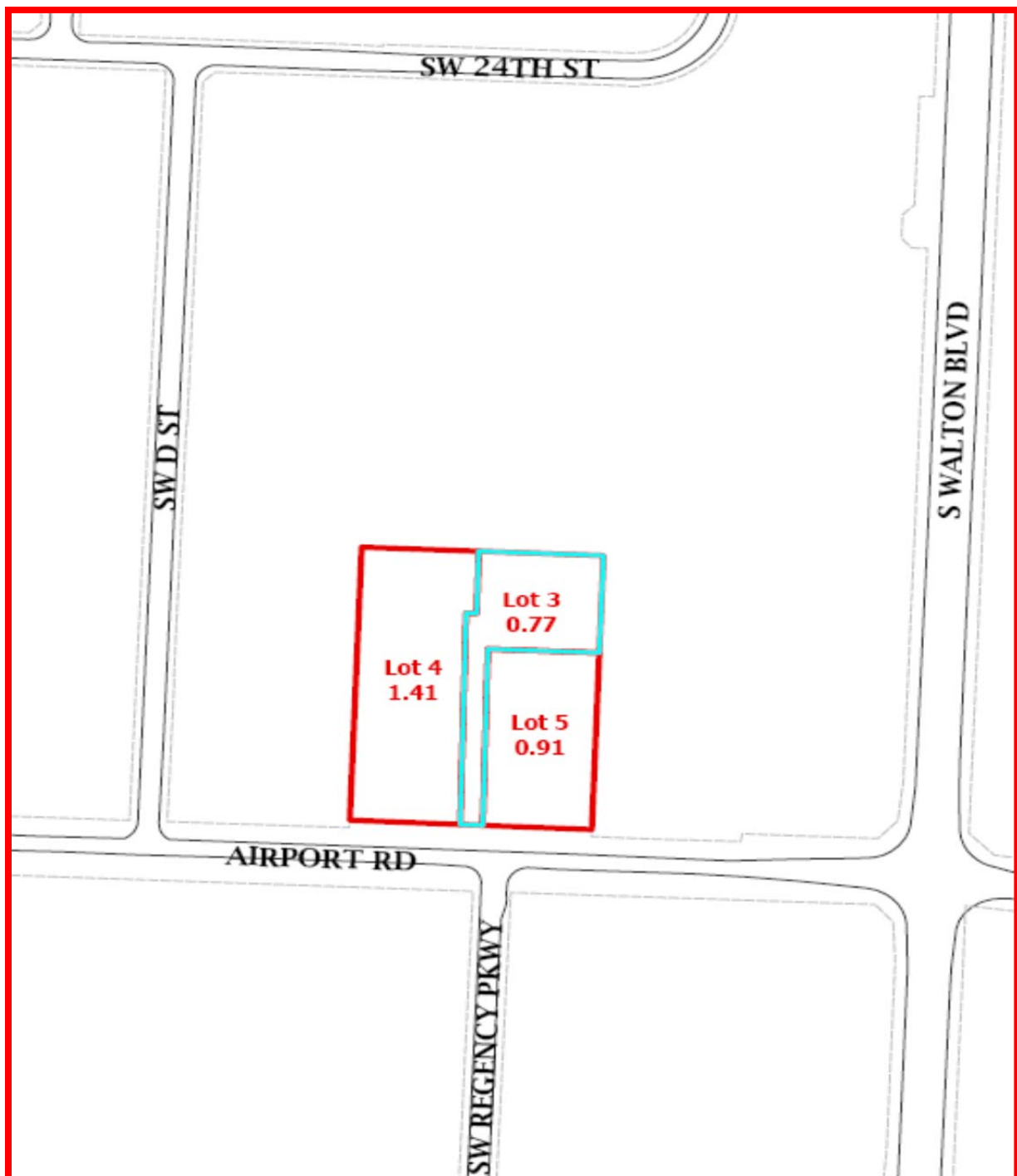
Water / Sewer: Per the G.I.S. site, water is currently in use at this location. Sewer is not in use but is located on the adjacent parcel to the south.

Analysis / Conclusion: This lot split MEETS the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF MAYER ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Mayer Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 5th day of February, 2014 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 Mayer 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 _____, 2014.

ATTEST

APPROVED

City Clerk

Mayor



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Shelli Kerr

Department Planning

Phone 271-6826

ACTION REQUIRED:

Approval of a resolution expressing the willingness of the City of Bentonville to utilize federal-aid funds for the Walton Blvd. Multi-use Trail.

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	\$ -

SK
Department Head

01/30/14
Date

CT
Staff Attorney

2/5/14
Date

Purchasing Agent

Date

BM
Mayor

2/5/14
Date

DL
Finance Director

2-5-14
Date

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

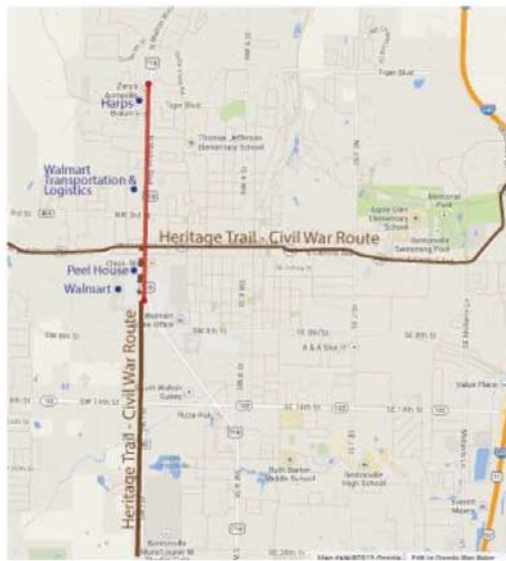
Resolution:

Utilization of Federal-aid Funds for Walton Blvd. Multi-use Trail

TO: Bentonville City Council
THRU: Troy Galloway, AICP, Community & Economic Development Director
FROM: Shelli Kerr, AICP, Planning Services Manager
PC DATE: February 11, 2014

In February 2013, City Council adopted the North Walton Boulevard Corridor Enhancement Plan. A primary goal of the plan is to “Provide safe and easily accessible pedestrian facilities along N. Walton Blvd. and into neighborhood residential areas.”

To assist in reaching that goal, last fall the city applied for Transportation Alternatives Program (TAP) funds, which are federal-aid funds, administered by the Northwest Arkansas Regional Planning Commission (NWARPC). The city proposed to construct approximately 1.5 miles of 10' wide multi-use, concrete, linear trail within the existing right-of-way along the west side of Walton Blvd. between NW 13th St. to the north and SW “I” St. to the south. This project serves to provide a pedestrian connection to the Heritage Trail on SW I Street to the south and eventually connect to the North Bentonville Trail to the north.



On December 17, 2013, NWARPC notified Mayor McCaslin that the city was awarded \$225,803 toward construction of the project. The project is estimated at \$717,224.

Since the project is federally funded, the city is required to adopt a resolution expressing its willingness to use these funds. The signed resolution will be submitted to the Arkansas Highway and Transportation Department (AHTD) in order to begin project development.

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING CITY PROJECT:**

Walton Blvd. Multi-use Trail

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of Bentonville Projects	Preliminary Engineering	0	100
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	0	100
Bentonville projects programmed but not let to contract	All Phases	-0-	100

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

SECTION I: The City will participate in accordance with its designated responsibility in this project including maintenance of this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2014.

Bob McCaslin
Mayor of Bentonville

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Recommend to the Mayor and City Council approval for transfer of a one ton truck (#3010-24) from Electric Department to Street Department. Please refer to attached memo.

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	\$ -

Department Head TD Date 2-3-14

Purchasing Agent _____ Date _____

Finance Director JDL Date 2-5-14

Staff Attorney CT Date 2/5/14

Mayor BDM Date 2/5/14

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





Bentonville Street Department
501 SE Third Street
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: February 11, 2014
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: Transfer of Equipment

The Street Department is requesting the addition of a one ton truck that is currently listed as surplus from the Electric Department. This truck will be set up to be used as a distribution truck to apply a salt brine solution to the roads during a snow and ice event. It will also be utilized as needed during the warmer times of the year for street maintenance jobs.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



February 6, 2013

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Mary Baggett and Deborah Matteri to the Criminal Nuisance Abatement Board.

I recommend Mary Baggett and Deborah Matteri for reappointment to the City of Bentonville's Criminal Nuisance Abatement Board.


Bob McCaslin

2/04/14

Mayor Bob McCaslin.

I would be honored to be considered for another term on the Nuisance Abatement Board for the City of Bentonville.

Mary Baggett

2/04/14

To Mayor McCaslin & City Council Members,

I would like to continue serving on the Criminal Nuisance Abatement Board.

Thank you,

Debbie Matteri



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-06
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

The Parks and Recreation Staff are seeking the City Council's approval of a bid award for bid #14-06 in the amount of \$37,683.75 for chemical and fertilizers for sports fields and grounds.

COST TO CITY:

Cost of this Request: \$37,684

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	39,000
Funds Expended to Date		-
Remaining Budget		
Budget Adjustment		-
Remaining After Adjustment	\$	

Department Head

2/3/2014

Date

Purchasing Agent

2/5/14

Date

Finance Director

2-5-14

Date

Staff Attorney

2/5/14

Date

Mayor

2/5/14

Date

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 McCaslin
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks and Recreation Maintenance Supervisor
Date: February 5, 2014
Re: Council approval of bid award for Chemicals/Fertilizers.

The Parks and Recreation Staff is seeking City Council's approval of a bid award for bid #14-06 in the amount of \$37,683.75 for chemical and fertilizers for sports fields and grounds. The budgeted total for 2014 was \$39,000.

Ewing = \$19,346.25
Arkansas Turf Support = \$4,400.00
John Deere Landscapes = \$3,928.40
Pennington = \$2,064.90
Winnfield Solutions = \$7,944.20
Total = \$37,683.75

Parks and Recreation treats over 100 acres of turf throughout the City of Bentonville. There are six applications made per year. This comes out to be a cost of \$0.19 per square foot per application.

These are the areas that are treated:

- Dave Peel Park
- Memorial Park Baseball Infields
- Town Branch Park
- Monument Area of Memorial
- Train Station Park
- City Square

- Gateway 1
- Gateway 2
- Memorial Soccer Fields
- Phillips Park Infields
- Memorial Park Outfields
- Memorial Park T Ball Fields
- Memorial Park Volleyball
- Orchards Park
- Lawrence Plaza
- Bark Park
- Phillips Park Outfields
- Phillips Park Football Fields
- Phillips Park T Ball Fields
- Park Springs
- Downtown Activity Center
- Volleyball
- Tennis
- Roundabout
- Community Center

Parks and Recreation is still adding to the areas of treated turf, plus increasing the quality of turf care to our sports fields by performing the tasks with certified and licensed staff members.

If you have any questions regarding this item, please call me at 271.3109 or 426.9996, or email cosborne@bentonvillear.com.

Attachments:

Bid Tabulation

Chemicals/Fertilizer for Sports Fields & Grounds Bid #14-06

Product	UOM	QTY	Vendors			
			Arkansas Turf Support	Ewing	JohnDeere Landscapes	Pennington Seed Company
						Winfield Solutions
			Unit Prices			
Barricade	LBS	105		\$ 11.23	\$ 20.25	\$ 14.44
Simazine	GAL	25		\$ 21.13	\$ 18.00	\$ 17.18
Q4 Plus	GAL	40		\$ 104.95	\$ 105.75	\$ 96.49
Trimec 992	GAL	60		\$ 27.49	\$ 26.65	\$ 20.39
Revolver	QTS	10		\$ 270.00	\$ 245.00	\$ 196.74
Surfactant	GAL	45		\$ 10.06	\$ 19.83	\$ 24.00
Dye	GAL	75		\$ 30.52	\$ 17.12	\$ 28.50
Glyphosate	GAL	55		\$ 26.10	\$ 18.03	\$ 15.30
Primo	GAL	30		\$ 112.64	\$ 274.00	\$ 216.64
Propel	GAL	35	\$ 14.55			\$ 87.00
Sedgehammer 1.30z	BTL	40		\$ 89.15	\$ 66.11	\$ 71.44
Turgor	GAL	105	\$ 40.00			\$ 12.67
Retain Pro	Gal	55	\$ 80.00			\$ 89.75
46-0-0 Water Soluble	Bag	720		\$ 19.91	\$ 21.76	\$ 20.44
						\$ 22.14
Arkansas Turf Support			\$ 4,400.00			
Ewing			\$ 19,346.25			
John Deere Landscapes			\$ 3,928.40			
Pennington Seed			\$ 2,064.90			
Winfield Solutions			\$ 7,944.20			
			\$ 37,683.75			



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	14-01
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: David Wright

Department Parks & Recreation

Phone 464-7275

ACTION REQUIRED:

The Parks and Recreation Staff are seeking the City Council's approval of a bid award for bid #14-01 in the amount of \$22,777.00 for purchase and installation of fencing to replace the outfield and dugout fencing at Elm Tree Fields.

COST TO CITY:

Cost of this Request: \$22,777

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	34,800
Funds Expended to Date		-
Remaining Budget		
Budget Adjustment		-
Remaining After Adjustment	\$	

DW
Department Head

2/3/2014
Date

KB
Purchasing Agent

2/5/14
Date

DL
Finance Director

2-5-14
Date

CT
Staff Attorney

2/5/14
Date

RAM
Mayor

2/5/14
Date

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 McCaslin
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks and Recreation Maintenance Supervisor
Date: February 3, 2014
Re: Council approval of bid award to Thomas Fence in the amount of \$22,777.00 for the purchase and installation of 336 linear feet of 6 foot chain link fencing and 1,850 linear feet of 4 foot fencing to replace the outfield and dugout fencing at Elm Tree Fields.

Parks and Recreation Staff seeks City Council's approval of bid award for bid #14-01 in the amount of \$22,777.00, for purchase and installation of 336 linear feet of 6 foot chain link fencing and 1850 linear feet of 4 foot fencing to replace the outfield and dugout fencing at Elm Tree Fields. The original budget for this project was \$34,800.

This project will replace the existing residential grade outfield and dugout fencing with commercial grade fencing. The condition of the current fencing is poor. This improvement is one of several improvements either already completed or planned to improve what was a failing facility, and improve to a standard of other Bentonville parks. In 2013, we constructed a new concession/restroom facility and installed new turf, and constructed new batting cages and scoreboards. In 2014, in addition to this fencing project, a parking lot is planned for the complex. Once complete, these fields will reach the standard of our Memorial Park Fields, providing our youth a quality place to play.

If you have any questions regarding this item, please call me at 271.3109 or 426.9996, or email cosborne@bentonvillear.com.

Attachments:

Bid Tabulation

Memorandum

To: City Council Members
CC: Mayor McCaslin, Denise land
From: Katherine Bertschy, Purchasing Agent
Date: 2/3/2014
Re: Bid award #14-01 Elm Tree Fencing Project

The 2014 Budget included the cost to install new fencing at the Elm Tree Ball Fields for the Bentonville Parks Department. Budgeted amount \$34,800.00.

Bids were received from five Contractors as follows:

Thomas Fence Rogers, AR	\$22,777.00
Robinson Fence Springfield, MO	\$25,300.00
Titan Fencing Alexander, AR	\$25,499.00
Humbard Contracting DBA Stateline Fencing Green Forrest, AR	\$40,358.00
Nichols Landscaping Stephens , AR	\$49,700.00

The Purchasing Office recommends award of Bid #14-01 to Thomas Fence out of Rogers, Arkansas in an amount of \$22,777.00.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Travis Matlock

Department Electric

Phone 271-3135

ACTION REQUIRED:

Recommend Mayor and City Council enter into an agreement with CEI for design of box culverts and paving for Town Branch Creek located between the Electric Dept and Inventory Warehouse in the amount of \$50,960.

COST TO CITY:

Cost of this Request: \$50,960

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

T.M. 2/3/14
Department Head Date

Purchasing Agent Date

DM 2-5-14
Finance Director Date

CT 2/5/14
Staff Attorney Date

P.M. 2/5/14
Mayor Date

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



M E M O R A N D U M

DATE: February 5, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineering Director

RE: **Design Contract for CEI**

The City Of Bentonville recommends entering into a contract with CEI for engineering design services to enclose the section of Town Branch located between the Electric Department and the Inventory Warehouse. Once Town Branch is enclosed in box culvert the City will pave the area between Electric and Inventory, giving an additional 1.4 Ac worth of parking, and storage capacity. This is the first phase of any future expansion/improvements (in conjunction with the Water Department Office) to take place at the City Utilities Yard. The cost of contract is \$50,960.00.



3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472

I. PROJECT DEFINITION

This proposal is for services associated with enclosing a portion of the existing Town Branch Creek which flows through the City of Bentonville Electric Department property located at 608 SE 3rd Street in Bentonville, Arkansas. The development is anticipated to utilize box culvert to enclose the creek and then provide paving from the existing paved shop area on the east, across the new box culvert, and connect to the existing paved "storage yard" area to the west. This proposal includes the basic services necessary to complete the construction and construction close-out of the project. It is assumed that a FEMA CLOMR or City of Bentonville "no-rise" certification will be approved or in process prior to the start of these services.

II. SCOPE OF BASIC SERVICES

A. Wetland Delineation and Corps Permitting – Town Branch is considered to be "waters of the US" and, as such, will require permitting in accordance with Section 404 of the Clean Water Act through the Army Corps of Engineers. CEI will utilize a wetlands subconsultant to provide wetlands delineation of the site and to prepare the Section 404 Individual Permit application. (An Individual Permit will be required based on the length of the creek that will be impacted.) Coordination with the client and the Corps to gain reasonable approval of the permit is included in this service. (Application fees shall be paid by the City of Bentonville at the time of application.) It is anticipated that mitigation will be handled off-site through a wetlands bank. Calculation of mitigation credits is a part of this scope, however *the cost associated with purchasing mitigation credits at an off-site bank is NOT included in the pricing below.*

Fees **\$16,500.00 (Lump Sum)**

B. Geotechnical Investigation – CEI will utilize a Geotechnical Engineering subconsultant to perform the geotechnical investigation. We propose 4 borings to a depth of 10 feet, or refusal, whichever is first. Soil analysis and paving recommendations will be provided in the consultant's report, and furnished to the client.

Fees **\$3,500.00 (Lump Sum)**

C. Construction Documents - CEI will provide construction documents including site design and necessary City approvals to obtain permits for construction. (It is anticipated that this project would require an in-house staff review for Large Scale approval.) This proposal includes erosion control and/or SWPPP documentation to satisfy ADEQ and City requirements. Design will include precast concrete box culverts. Plans shall consist of the following:

- Cover Sheet
- Site Plan
- Grading Plan
- Utility Plan
- Erosion Control/SWPPP
- Construction Details

Fees **\$17,800.00 (Lump Sum)**

Revised 2014

- D. **Bidding Phase Service** - CEI will coordinate the advertisement with the City of Bentonville, Furnish copies of bidding documents to perspective bidders, Host a pre-bid meeting, Respond to all requests for information, open bids, tabulate and recommend award.

Fees **\$2,300.00 (Lump Sum)**

- E. **Construction Administration** – CEI will provide Construction Administration services (including bid advertisement, pre-bid meeting, bid tabulation and recommendation of award, responding to RFI's, review of pay applications, and limited construction observation) to assist the City of Bentonville Electric Department with the construction completion of the project. It is estimated that CEI would provide an estimated 8 hours per week of construction observation over a 12 week construction period, or 96 hours total and an estimated 24 hours of administration and review. Substantial changes above or below this estimate, would be re-negotiated, as necessary. The Construction Administration will be hourly and not lump sum to benefit the Owner.

Fees **\$9,660.00 (Not-To-Exceed)**

- F. **Record Drawings** – CEI will provide Record Drawings in compliance with the City Planning Department requirements and provide hard copy and electronic copy to the Electric Department for archive. Information will be gathered from construction observation and contractor mark-ups. An "as-built survey" is not anticipated.

Fees **\$1,200.00 (Lump Sum)**

- G. **LOMR – Not included.**

Total (excluding reimbursables).....\$50,960.00
(\$41,300.00 Lump Sum, \$9,660.00 Not-to-Exceed, plus reimbursables)

Reimbursables are additional as defined in Section V. SCHEDULE OF CHARGES

III. RESPONSIBILITY OF CLIENT:

Client will provide to CEI, the following items:

- A. Notice to Proceed.
- B. Access to the site.
- C. Boundary/Topo Survey of the property (already provided).
- D. Necessary application fees.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility Study to include any or all physical, political and/or financial opportunities or constraints.
- Coordination of Environmental Survey, Traffic Survey, and other Subconsultants.
- Water Distribution Report.
- Conditional Use Permits.
- Perspectives, renderings, and models.
- Traffic studies.
- Environmental Impact Analysis.

Revised 2014

- Replatting.
- Preparation of covenants of development agreements.
- Retaining wall designs.
- Cast-in-place LRFD culverts.
- Sight lighting plans/Photometrics.
- Off-site utility plans other than those immediately adjacent to the subject property.
- Off-site street improvement plans such as road widening, accel/decel lanes and medians. *(However civil drawings indicating new curbcuts, curb and gutter, and city sidewalks will be included in Basic Services).*
- Alley vacation, easements abandonment's and right of way dedications.
- Historical or archeological studies.
- Updated Title Policy.
- Construction Staking.
- Contract administration, construction management or observation *(answering RFI's, review shop submittals, etc.)* beyond that indicated in Scope of Basic Services
- Preparation of easements or right of way documents.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses. A new schedule of charges is issued at the beginning of each year. The schedule of charges may also be revised during the year as conditions dictate.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-10-14)

Officer / Regional Manager	\$150.00
Department Manager	\$140.00
Program Manager	\$120.00
Registered Landscape Architect	\$105.00
Project Manager	\$115.00
Planning Project Manager	\$105.00
Project Engineer	\$105.00
Assistant Project Manager	\$100.00
Survey Project Manager	\$100.00
Project Designer	\$ 90.00
Assistant Survey Project Manager	\$ 90.00
Project / Planner Administrator	\$ 85.00
CAD Designer	\$ 80.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
CAD Technician	\$ 70.00
Construction Observer	\$ 70.00
Field Specialist	\$ 60.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

Revised 2014

- VI. **CREDIT POLICY:** Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

VII. **STANDARD TERMS AND CONDITIONS**

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Revised 2014

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal)

Any service deleted from this offer by the client will become the responsibility of the client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employee, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

This Indemnification provision does not waive the City's immunity per Arkansas law.

In accordance with generally accepted construction practices, the client and client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or

financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

- VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:** Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI.

Revised 2014

Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete client name and address that is responsible for payment of CEI invoices:

City of Bentonville
Complete Client Name – Responsible for payment of invoice (include Inc., LLC, etc.)

117 West Central Avenue
Complete mailing address to mail invoice (Street / PO Box/ Suite number if needed)

Bentonville, AR 72712
City / State / Zip Code to mail invoice

479-271-3135
Complete Phone Number

_____ Signature, Client	<u>Bob McCaslin</u> Print Name	<u>Mayor</u> Title	_____ Date
 Signature, CEI Engineering Associates, Inc.	<u>Jim Beavers</u> Print Name	<u>Department Leader</u> Title	<u>01-28-2014</u> Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH CERTAIN IMPROVEMENTS TO TOWN BRANCH IN THE VICINITY OF THE BENTONVILLE ELECTRIC DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with CEI Engineering Associates, Inc. for engineering services associated with the design of box culverts and paving for Town Branch Creek, located between the Bentonville Electric Department and Inventory Warehouse, in the amount of \$50,960.00 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 _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
XXX	Bid Award	Bid #	14-11
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

ACTION REQUIRED:

Award bid # 14-11 to Ecotech Enterprises, Inc. for the purchase of liquid Aluminum Sulfate for chemical phosphorus removal at the wastewater treatment plant. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$81,250

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	81,250
Funds Expended to Date		-
Remaining Budget		81,250
Budget Adjustment		-
Remaining After Adjustment	\$	81,250

Department Head

2-3-2014
Date

Purchasing Agent

2/5/14
Date

Finance Director

2-5-14
Date

Staff Attorney

CT
2/5/14
Date

Mayor

BOM-
2/5/14
Date

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





WASTEWATER MEMO

TO: City Council, Mayor McCaslin
From: Mike Roberts, Wastewater Utilities Manager *MR*
DATE: February 11, 2014
Subject: Award Bid for the Purchase of Liquid Aluminum Sulfate

After consideration of bids received for the purchase of liquid Aluminum Sulfate for chemical Phosphorus removal at the Wastewater Treatment Plant, Staff recommends awarding bid # 14-11 to Ecotech Enterprises, Inc. Five bids were received this year and are listed below. Bids are attached for your review.

- | | | |
|----|--------------------------------|-----------------------|
| 1. | Ecotech Enterprises, Inc. | 6.50 cents per pound |
| 2. | GEO Specialty Chemicals, Inc.: | 6.79 cents per pound |
| 3. | Chameleon Industries, Inc.: | 8.95 cents per pound |
| 4. | General Chemical Performance: | 10.31 cents per pound |
| 6. | Detco Industries, Inc.: | 12.30 cents per pound |

Last year's lowest bid price was 6.69 cents per pound.

Thank you



**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER: ---14 11
ISSUE DATE:-----01/13/14
BID DATE:-----01/23/14
TIME:-----1:00 P.M.

QUANTITY	DESCRIPTION
Approx. 45,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$ 0.065</u>

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate **BID NUMBER ON OUTSIDE OF ENVELOPE.**
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 For further information contact: **Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160**
- Company Name: EcoTech Dynamics Inc. Address: P.O. Box 39 / 7100 Colonel Maynard Rd
By: [Redacted] City: Scott
Telephone Number: 501-910-1300 State: AR 72142
Federal I.D./Social Security No: 71-0784481



**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER:-----14 11
ISSUE DATE:-----01/13/14
BID DATE:-----01/23/14
TIME:-----1:00 P.M.

QUANTITY	DESCRIPTION
Approx. 45,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
Price per Pound	
\$ 0.0679 Wet Lb.	

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.**
 - Prices must be itemized. The City reserves the right to award by item.
 - All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.**
 - Failure to provide federal I.D. of social security number could result in rejection of bid.
 - Late bids will not be considered under any circumstances.
 - 8 For further information contact: Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160**
- C. G. N. C. P. Specialty Chemicals, Inc. Address: 9213 Arch Street Pike
Patsy G. Hale City: Little Rock
Telephone Number: (501) 688-1211 State: AR 72206
Federal I.D./Social Security No: 34-1708689

**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER: ---14 11
ISSUE DATE:-----01/13/14
BID DATE:-----01/23/14
TIME:-----1:00 P.M.

QUANTITY	DESCRIPTION
Approx. 45,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$ 0.0895 / LB</u>

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 For further information contact: Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160
- Company Name: CHAMELEON INDUSTRIES Address: PO Box 853027
By: [REDACTED] City: MESQUITE
Telephone Number: [REDACTED] State: TX
Federal I.D./Social Security No: 75-2853080

**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER:--14 11
ISSUE DATE:-----01/13/14
BID DATE:-----01/23/14
TIME:-----1:00 P.M.

QUANTITY	DESCRIPTION
Approx. 45,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
Price per Pound * \$ 0.1031/WET LB	
*PRICE EQUATES TO \$425.00 PER DRY TON FOR CONVERSION PURPOSES ONLY.	

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 For further information contact: Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160
- Company Address: 90 EAST HALSEY ROAD
By: PARUL KACHHTA-PATEL, MARKETING SPECIALIST City: PARSIPPANY
Telephone Number: 800-631-8050 State: NEW JERSEY
Federal I.D./Social Security No: 74-3104940

**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER:-----14 11
ISSUE DATE:-----01/13/14
BID DATE:-----01/23/14
TIME:-----1:00 P.M.

QUANTITY	DESCRIPTION
Approx. 45,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$.1230</u>

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 **Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.**
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 **For further information contact: Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160**
- Company Name: Danco Industries, Inc. Address: P.O. Box 430
 By: Trey Elliott City: Conway
 Telephone Number: 501-324-6465 State: Arkansas
 Federal I.D./Social Security No: 71-6663461



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

Request that the Mayor and Clerk be authorized to enter into an agreement with New World Systems, for additional software services in preparations for future upgrades, for the Bentonville Police Department. The cost related to this software is \$20,500, as set forth in the agreement attached hereto as Exhibit "A". This is a 2014 budgeted expense.

COST TO CITY:

Cost of this Request: \$20,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 20,500
Funds Expended to Date	
Remaining Budget	20,500
Budget Adjustment	-
Remaining After Adjustment	\$ 20,500

Department Head

2-3-14
Date

Staff Attorney

CT
2/6/14
Date

Purchasing Agent

Date

Mayor

Tom
2/5/14
Date

Finance Director

TOL
2-5-14
Date

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





January 21, 2014

ADDITIONAL SERVICES AGREEMENT

Captain John Hubbard
Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712-6719

Dear Captain Hubbard:

New World Systems is pleased to provide additional services for an ESRI v 10.2 and Aegis 11 Upgrade.

The attached forms (Exhibits AA and B) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World Systems Corporation)

By: _____
[Redacted Signature]

Date: 01-24-14

BENTONVILLE POLICE DEPARTMENT, AR
(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 1-31-14

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH MARCH 28, 2014.

Corporate: 888 West Big Beaver Road • Suite 600 • Troy • Michigan 48084-4749 • 248-269-1000 • www.newworldsystems.com
1462-14A1B 0121 ESRI 10.2 & Aegis 11 Upgrade (14A1B 0121)

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	IMPLEMENTATION SERVICES	\$20,500
1.	ESRI AND AEGIS 11 UPGRADE SERVICES as further described in Exhibit B	\$8,750
2.	SYSTEM ASSURANCE SERVICES as further described in Exhibit B	11,750

ONE TIME PROJECT COST: \$20,500

PRICING ASSUMES CONTRACT EXECUTION BY MARCH 28, 2014.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services

<u>DESCRIPTION OF PAYMENT</u>		<u>PAYMENT</u>
A.	IMPLEMENTATION SERVICES	\$20,500
	1. Amount invoiced upon the Effective Date	\$10,250
	2. Amount invoiced 30 days after the Effective Date	10,250
ONE TIME PAYMENTS:		<u>\$20,500</u>

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Inventory

- (a) Supports one (1) Application Server
- (b) **69** Mobile Clients
- (c) **18** CAD Clients

2. Service Fees and Travel Costs

Support services for ESRI 10.2 include:

- (a) ESRI Component Upgrade to 10.2 (See attached SOW.)
- (b) Implementation Plan
- (c) Up to three days of remote Aegis 11 upgrade assistance
- (d) Test and Production environments (requires downtime)

The upgrade support services are typically performed remotely from **New World** national headquarters in Troy, Michigan but may be provided at **Customer's** premises. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** outside the scope of this Agreement will be provided at the **Customer's** daily rate in effect at that time, currently \$1,200 per day.

2. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services High Availability Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Support SQL Server and Apply Updates
 - Support New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

Bentonville, AR
Aegis System Assurance Server Migration

Goal:

The goal of this project is to complete a server migration that moves the Customer's Aegis application suite on to a new set of Microsoft Windows servers (production and test) utilizing the Windows 2012 (R2) Server Operating System and SQL Server 2008.

Prior to the start of this project the current servers will be upgraded to Aegis Suite 10 SP3.

This project will be successfully completed once the Aegis application suite has been migrated from the current server configuration to the new server set, the Aegis suite upgraded to version 11 and the ESRI components migrated to the ESRI 10.1 SP1 release.

Customer Responsibilities:

1. Build out virtual environment including the installation of all supporting hardware components, host servers and creation of all required virtual servers.
2. Have Windows 2012 Server installed with all service packs and critical updates installed for each virtual server.
3. Install eight virtual servers according to the identified operating system requirements and meeting or exceeding the hardware specifications:

Aegis Application Server

- 4 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2012 - Standard Edition, 64-Bit

Database Server

- 4 vCPUs
- 12GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2012 - Standard Edition, 64-Bit
- SQL Server 2012 - Standard Edition, 64-Bit

GIS Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

Enterprise Security Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012- Standard Edition, 64-Bit
- SQL Server 2012 Client Tools

Mobile Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

Aegis Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2012 - Standard Edition, 64-Bit

Mobile Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

VMware vCenter Management Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

4. Provide a licensed copy of SQL Server 2012 server for database server deployment. (New World Systems will install).
5. Arc Editor 9.3.1 installed and available on a client including ArcMap and ArcCatalogue.
6. Arc Editor 10 SP1 installed and available on a client including ArcMap and ArcCatalogue.
7. Remote access to system for configuration, installation, deployment and live support services.
8. Provide adequate IT/networking staff to assist on-site and remote resources assigned to this project.
9. Provide adequate staff to test application functionality of new servers and upgrades prior to go-live.
10. Implement and test all virus protection and back-up strategies for virtual and host systems.
11. Provide end user communications regarding project and system impact related to overall system performance and downtime.
12. Meet or exceed NWS storage area network (SAN) requirements for the proposed environment (if any).
13. NWS local area network (LAN) requirements must include static IP addresses for all servers.
14. Provide a Lantronix device for serial cable connection to a virtual server (E911, Toner Encoder, etc.)
15. Inform NWS Project Manager if the current Aegis configuration includes:
 - a. CAD AVL Playback
 - b. Any Custom Geo rules for address verification.
 - c. The Aegis Civil module
 - d. The Aegis Permits module
16. Identify if test environment is to be built using production databases and Filestorage directory or existing test databases and Filestorage directory.
17. Provide appropriate Microsoft and other third party component licenses for deployment of solution.

New World Systems Responsibilities - Deployment

1. Confirm operating system installation and hardware components are configured properly.
2. Install SQL Server 2012 application.
3. Install Aegis server components.

4. Install and configuration of ESRI components.
5. Migrate GIS/Mapping data components.
6. Migrate database components.
7. Configure Aegis server to operate with database components.
8. Build duplicate environment as test server.
9. Build production Mobile Management Server.
10. Build test Mobile Management Server.
11. Go-live support for transition to new production server.
12. Commitment to follow New World Systems best practices for the implementation of application.

New World Systems Responsibilities - Documentation

New World Systems will provide a standard set of pre and post trip documentation for this project. The purpose of this documentation is to outline the following:

1. Planned activities for on-site installation as detailed in pre-trip report.
2. Overall project activities completed as detailed in post-trip report.
3. Server configurations as detailed in post trip report.

Agency specific system administrative and operation processes will be reviewed with system administrators. Required documentation for administration and operation of this system will be generated during this overview as a collaborative effort.

NOTES:

1. Server migrations are typically completed over multiple weeks with a gap in between build and go-live to provide Customer with a system testing window. Total project time from start to finish is typically between four and six weeks.
2. ESRI 10.1 SP1 server components will be available with the release of the Aegis 11 suite.
3. Final migration to place new servers into production is scheduled to occur on a Monday or Tuesday.
4. Typical Server migrations do not include Aegis application upgrades. In this case, the Aegis 11 upgrade will occur in conjunction with the server migration.
5. MSP server builds can be completed as either on-site or remote activity depending on the complexity of the system and Customer's direction. In this case, New World Systems will be completing these services remotely.

Overall effort:

It is expected that this type of project will require 13 days of dedicated effort by three or four employees of New World Systems as well as project management services to coordinate and manage project activity.

The customer will need to have technical resources available during New World System's engagement on this project. These resources will not have to be directly involved with every activity performed by New World Systems but their assistance may be required to continue to move the project forward as situations require.

Customer staff will be required to participate in all administrative overview and training sessions required for knowledge transfer of the system. During these sessions required administrative and operational procedures for the system should be documented by Customer team in collaboration with New World Systems staff.

Tentative Plan of Schedule Activity:

The tentative order of events for this project includes:

1. Virtual System Build (Customer)
 - SAN
 - Host servers
 - i. Install Host OS
 - ii. Deploy required virtual servers
2. Installation of core servers including Aegis production and Aegis test server(New World Systems)
 - Installation of Aegis MSP servers
 - Installation of SQL server
 - Copy of Data
3. Installation of Mobile Management Servers for test and production(New World Systems)
 - Compatible version of Mobile for installed Aegis MSP release
4. Interface Configuration(New World Systems)
5. Customer Test(Customer)
 - Confirm functionality and stability of servers
6. Go-live data migration preparation (New World Systems)
 - Initial File Storage move
7. Go-live (two to four hours downtime) (New World Systems)
 - Aegis 11 Upgrade(Customer/New World Systems)
 - i. Aegis application upgrade(Customer)
 - ii. ESRI component deployment on ESRI 10.1 SP1 (New World Systems)
 - Data Migration
 - i. Move database
 - ii. Final File Storage move
 - Final Interface configuration
 - Configuration of CADAVL Playback
8. Post go-live support(New World Systems)
 - Review configuration with customer
 - For new environment only

There is a one hour time difference between customer and New World System location. Time sensitive events on the day of go-live will require a coordination of efforts between all parties to maintain a schedule with minimal downtime for users.

Completion:

The project will be deemed complete upon

- New Servers using the Windows 2012 Operating System deployed in production and test environments for Mobile and MSP
- Overview provided by the New World Systems technical team
- Aegis 11 and ESRI 10.1 SP1 components are deployed on the Customer's test and production systems

Notes:

- The Aegis 11 upgrade will include a migration to the ESRI 10.1 SP1 embedded components. The Customer, in conjunction with New World Systems must schedule and complete the Aegis 11 upgrade at the same time as the installation of the ESRI 10.1 SP1 components.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NEW WORLD SYSTEMS FOR SOFTWARE SERVICES FOR THE BENTONVILLE POLICE DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Professional Services Agreement with New World Systems, Inc. for additional software services for the City of Bentonville Police Department in the amount of \$20,500.00 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 _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK