

1. Agenda

Documents:

[FEBRUARY 10, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[FEBRUARY 10, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 10, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 10, 2015 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 27, 2015**

AGENDA

1. Crews and Associates presentation of the Green Energy Initiatives Award to the City of Bentonville – Nathan Rutledge.
2. Present Arkansas American Planning Association Awards to Downtown Bentonville, Inc. and Harrison French and Associates for the Downtown Master Plan and Hight Jackson Associates PA for the Southeast Downtown Area Plan.
(Page 4)
3. Planning:

- 3a. **Ft. Scott Property, LLC: Rezoning, 5808 Southwest Regional Airport Boulevard, Rezoning from A-1, Agricultural to I-1, Light Industrial.**
(Pages 6-11)
The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for future development and use of the property for warehousing and light industrial uses.

- 3b. **Picture Real Estate Development Corporation: Rezoning, Southwest Regional Airport Boulevard, 501 Southeast D Street, R-3, Medium Density Residential to PRD, Planned Unit Development.**
(Pages 12-21)
The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for the Tourmaline Urban Lofts with a density of 18 dwelling units per acre.

4. Waiver of bid ordinance and Council approval to allow the Mayor and Clerk to enter a contract with Boyette Strategic Advisors. The contract will focus on Retail Recruitment, Economic Development Delivery System Structure, and Bentonville Blueprint Implementation Strategies. **(Pages 22-27)**
5. Appoint Greg Matteri to the Bentonville Planning Commission to fill the unexpired term of Lisa Bohn who recently resigned from the Planning Commission citing personal reasons. Mr. Matteri's term will expire on July 1, 2017. **(Pages 28-29)**
6. The Arkansas Department of Labor has adopted the 2014 National Electric Code statewide. I'm requesting that the City Council adopt the 2014 N.E.C. **(Pages 30-34)**
7. A resolution setting a public hearing for February 24, 2015 for an alley/right-of-way vacation requested by Rusch Living Trust. **(Pages 35-37)**
8. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Professional services agreement contract with Garver Engineers for survey, design, bid administration, and construction administration for the Northwest 3rd Street Phase 3 Project for an hourly amount not to exceed \$240,000.00. See attached memo, exhibit and contract documents. **(Pages 38-61)**
9. Recommend the Mayor and City Council award bid and enter into an agreement with Gastony Boring Services to provide boring services to the City of Bentonville for a 3-year period (2015-2018). Price breakdown is attached. **(Pages 62-76)**
10. Recommend Mayor and City Council award bid for 1/0 underground wire to the Stuart C. Irby Company in the amount of \$82,012.50. **(Pages 77-80)**
11. Award bid # 15-07 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 81-87)**
12. Request that the City Council declare our 1987 Ford F700 Armored Vehicle (1FDXK74C3RVA37352), unit # 2010-55, as surplus property and allow this vehicle to be transferred to the Cave Springs Police Department for their official use. This vehicle was donated to the Bentonville Police Department on September 3, 2002 by AT Systems of Delaware and has been in use by our SWAT Team since that time. The vehicle was donated to us with the understanding that we would transfer it to another police department when we no longer desired to use it. This transfer also requires the written consent of AT Systems (see attached agreement and related Bentonville City Council Meeting Minutes from June 25, 2002), and this written consent has been obtained. (Note: AT Systems is now Garda of Florida.) The transfer of this vehicle will increase officer and citizen safety in our neighboring city and also provide for a legal and responsible disposition of this vehicle which has since been replaced by a federal surplus armored vehicle. Additionally, it is requested that the police department be allowed to retain our current vehicle count and replace this armored vehicle with a department to department asset transfer of a 2005 Chevy extended cab 4x4 long wide bed pickup (1GCEK19VX5E242597), unit # 1630-03, that is scheduled to be replaced this year by the Engineering

Department. This pickup truck would be used to support the SWAT team as a training and equipment hauling vehicle. It would not be subjected to any sort of daily patrol use and would require only minimal repairs to function in the suggested purpose. The transfer of both vehicles would be at no cost to the city. **(Pages 88-97)**

13. Request that the City Council declare a 2009 Ford Crown Victoria, (2FAHP71VX9X135606), unit 2010-73, as surplus property. This vehicle was totaled in an accident in August 2013 and retained as a parts car after the insurance settlement. Despite significant front end damage, numerous parts have been utilized from the car to help maintain our fleet. With the recent removal of the entire rear axle to repair another police unit, it is no longer practical to retain for this use. It has a current recycler value of between \$300.00 and \$400.00 and upon being surplused can be traded to Fast Auto for approximately \$400.00 in labor costs. This amount can be used to offset labor costs in new vehicle set up and is a responsible and cost saving disposition of the vehicle. **(Pages 98-100)**
14. Council approval of a bid award, of bid #15-09, in the amount of \$498,727.06 to Technogym, for fitness equipment for the Bentonville Community Center. **(Pages 101-104)**
15. Request the City Council approve the attached changes to the 2013 Personnel Policy Manual. Text Changes are shown in BOLD print. There are no costs associated with these proposed changes. The changes in "Paid" maternity/sick leave will better align with the current sick leave policy (Chapter 6, Section 6.1.4). The change in eligibility for City health insurance will better align with the new mandates of the Federal Affordable Care Act. **(Pages 105-107)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Shelli Kerr

Department Comm & Econ Devel.

Phone 479-271-6826

ACTION REQUIRED:

Present Arkansas American Planning Association Awards to Downtown Bentonville, Inc. and Harrison French and Associates for the Downtown Master Plan and Hight Jackson Associates PA for the Southeast Downtown Area Plan.

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 2/2/15
Department Head Date

Purchasing Agent Date

IDL 2/4/15
Finance Director Date

CT 2/4/15
Staff Attorney Date

BSM 02/05/15
Mayor 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

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PLEASE RECYCLE



**City Council
Agenda
February 10, 2015**

Ft. Scott Property, LLC: Rezoning, 5808 Southwest Regional Airport Boulevard, Rezoning from A-1, Agricultural to I-1, Light Industrial.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for future development and use of the property for warehousing and light industrial uses.

Picture Real Estate Development Corporation: Rezoning, Southwest Regional Airport Boulevard, 501 Southeast D Street, R-3, Medium Density Residential to PRD, Planned Unit Development.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for the Tourmaline Urban Lofts with a density of 18 dwelling units per acre.



PC Meeting of: February 3, 2015

The City of Bentonville, Arkansas

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

REZONING: Ft. Scott Property, LLC A-1, Agricultural to I-1, Light Industrial
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 3, 2015

GENERAL INFORMATION

H.T.E. Project Number: 14-09000032
Applicant/Current Owner: Ft. Scott Property, LLC
Representative: Kutak Rock LLP (Terry Pool)
Requested Action: Rezoning
Location: 5808 Southwest Regional Airport Boulevard
Existing Zoning: A-1, Agricultural
Proposed Zoning: I-1, Light Industrial
Future Land Use Map Designation: Industrial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is a vacant single family farm home with outbuildings in an industrial area.

Previous Rezoning Requests for this Property: There is no record of previous rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Agriculture, Multi-Family Housing & Benton County rural land	R-3, Medium Density Residential, A-1 Agricultural and Benton County	High Density Residential & Agriculture
South	PUD Multi Family/Mixed Use	PUD	Industrial
East	Walmart DC	I-2, Heavy Industrial	Industrial
West	Agriculture & Benton County rural land	A-1 Agricultural and Benton County	Agriculture

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-		-
South	-	Local Street	-
East	Southwest Regional Airport Boulevard		2 lane no curb asphalt with partial turn lane
West	-	Arterial Street	-

LEGAL NOTIFICATIONS

Public Notice: On December 23, 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 1, 2015. In addition, staff posted a notice of public hearing sign on the property on January 20, 2015. 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 I-1, Light Industrial zoning district is a recommended zoning classification for the Industrial land use designation that is depicted for this property per the City of Bentonville's Master Land Use plan. This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.

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

Finding(s) of Staff: The property is located along a State Highway that has a considerable amount of large vehicle traffic at this time. Improvements are currently underway along Southwest Regional Airport Boulevard to better help facilitate traffic to and from the proposed industrial center.

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.

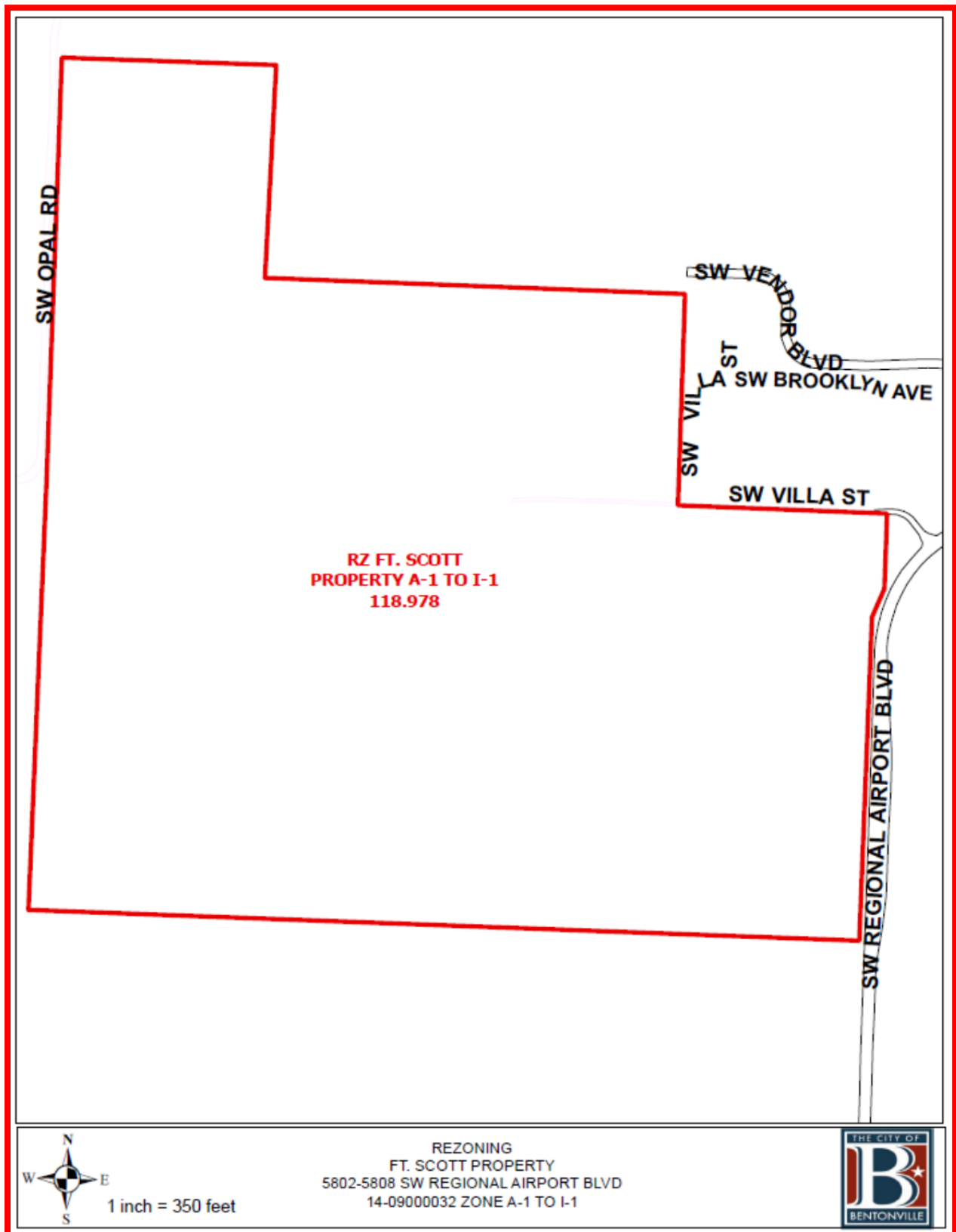
Finding(s) of Staff: Water and sewer is adequate at this location. There is no foreseen adverse impact to public services or emergency services at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The I-1, Light Industrial Zoning designation will add industrial land where public facilities are adequate and other similar uses are already exist. According to the General Plan, the city shall entertain additional industrial designated property when current industrial property has been absorbed. The property is located along a major arterial where improvements are currently underway to better facilitate the additional traffic generated from this industrial development.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from A-1, Agricultural to I-1, Light Industrial.



Rezoning Request Narrative; Parcel Nos. 01-07956-000 and 01-07956-005

The subject property consists of approximately 119 acres located at 10590 SW Regional Airport Boulevard (Hwy. 12) (the "Property"). The property is currently zoned A1 (Agricultural). Ft. Scott Property, LLC is respectfully requesting a rezoning of the Property to I1 (Light Industrial) in order for the future development and use of the Property for warehousing and other light industrial uses consistent with an I1 (Light Industrial) zoning designation.

An industrial zoning designation is consistent with the proposed future use of the Property pursuant to the Bentonville Future Land Use Map. Additionally, the Property is located directly across SW Regional Airport Boulevard from an existing 194 acre parcel, which is also zoned I1 (Light Industrial) and is used for large-scale warehousing and distribution. The 73 acre tract directly to the south of the Property is currently being rezoned to PUD for commercial development and multifamily apartments. The remaining surrounding properties are zoned residential or agricultural and the general area in which the Property is located is rural in nature with the exception of the warehouse and distribution center to the east of the Property.

Ft. Scott Property, LLC intends to use the Property for warehousing and other light industrial uses consistent with an I1 (Light Industrial) zoning designation.

Ft. Scott Property, LLC does not currently have specific development plans for the Property. As such, signage and appearance are unknown at this time, but would be consistent with development plans approved by the City of Bentonville. Traffic would access the property from SW Regional Airport Boulevard.

Water (12") runs along the eastern boundary of the Property. Sewer (Force Main) runs along SW Regional Airport Boulevard to the east of the Property.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO I-1 LIGHT INDUSTRIAL.

WHEREAS, Ft. Scott Property, 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 I-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Parcel 01-07956-005:

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), located in Section 15, Township 19 North, Range 31 West, containing 10 acres, more or less. SUBJECT to all roadways and easements of record, if any.

Parcel 01-07956-000:

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), the South Half (S 1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), all of the foregoing described real estate being situated in Section 15, Township 19 North, Range 31 West, containing 110 acres, more or less. SUBJECT to all roadways and easements of record, if any.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 3rd day of February 2015 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 I-1, Light Industrial

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 I-1, Light Industrial property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: February 3, 2015

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: Tourmaline Urban Lofts, R-3, Medium Density Residential 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 3, 2015

GENERAL INFORMATION

H.T.E. Project Number: 14-01700004

Applicant/Current Owner: Picture Real Estate Development Corporation

Representative: Caitlin Kelly

Requested Action: Rezoning

Location: 501 Southeast 'D' Street

Existing Zoning: R-3, Medium Density Residential

Proposed Zoning: PRD, Planned Unit Development

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

The applicant has proposed a Planned Residential Development at this location to be known as Tourmaline Urban Lofts. The PRD would entail 0.86 acres and would consist of 5 cluster with 3 units in each cluster for a total of 15 single family semi-attached townhomes ranging in size from 19'0 to 2027 square feet and would be for individual sale.

A variance was granted by the Board of Adjustments on October 22, 2014 for Minimum District Area Requirements for a PRD.

The purpose and intent of the PRD is to provide a progressive residential "pocket community" for people who want to live and work within a vibrant, eclectic, neighborhood by applying Smart Growth and Traditional Neighborhood Design principals.

The applicant has proposed to construct the project in a single phase with a density of 18 dwelling units per acre.

They are proposing to meet the 15% open space requirement by designating 20% of the project area to a "edible landscape" that will consist of fruits and nuts that are native to this region as well as a commons area that is accessible to the general public and a rainwater collection system that will be used to provide irrigation for the vast array of landscaped areas.

The majority of the exterior wall area for each building will be constructed of Board & Batten (Hardiepanel &

Hardieplank) Siding, Rusted Corten Steel and Perforated Metal and fiberglass windows. Each home will share a common architectural theme and will comply with the City's Commercial Design Standards.

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant multifamily development in a redeveloping area of southeast downtown.

Previous Rezoning Requests for this Property: There are no known previous rezoning requests for this property.

SURROUNDING LAND USES & ZONINGS:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	City Trail	Public & C-1, Neighborhood Commercial	Mixed Use
South	Single Family Residence	R-3, Medium Density Residential	Downtown Mixed Use Residential
East	Single Family Residences	R-3, Medium Density Residential	Downtown Mixed Use Residential
West	Single Family Residences	R-1, Single Family Residential	Downtown Mixed Use Residential

SURROUNDING STREETS AND CLASSIFICATIONS:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	-	-	-
West	Southeast 'D' Street	Local	2 lane asphalt

LEGAL NOTIFICATIONS

Public Notice: On **January 17, 2015**, 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 1, 2015**. In addition, staff posted a notice of public hearing sign on the property on **January 20, 2015**. 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: According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to meet the needs of residents...".

The proposed rezoning will meet the intent of both policies therefore the request is consistent good land use planning and the general plan.

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

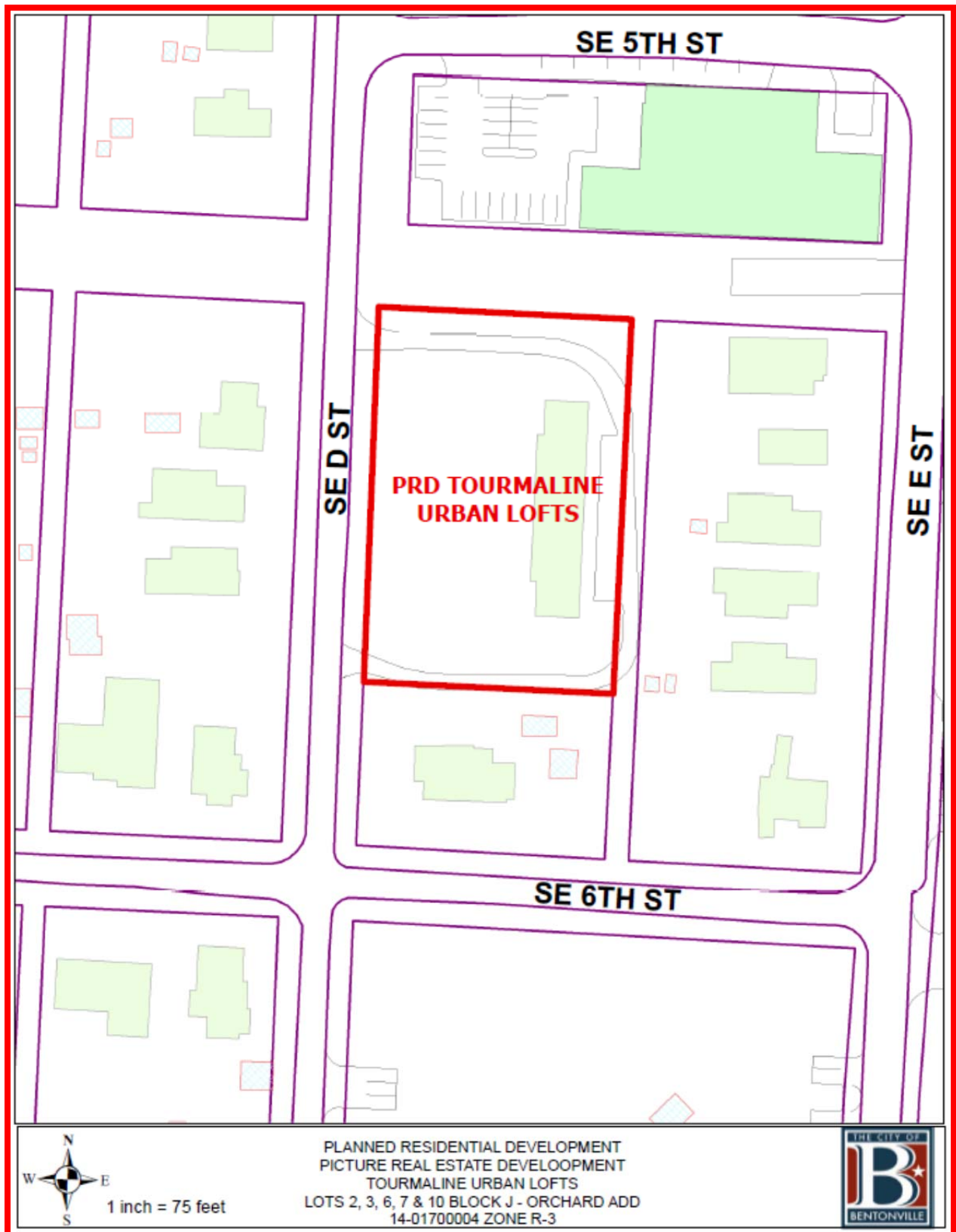
Finding(s) of Staff: The proposed development will not create an increase to traffic danger in the area. Current road conditions will be assessed during the Large Scale Development process.

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: Water and Sewer infrastructure is adequate for the proposed use at this location.

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-3, Medium Density Residential** to **PRD, Planned Residential Development** as submitted by the applicant.





To: Beau Thompson, Planner - City of Bentonville
Re: Tourmaline Urban Lofts | 501 SE "D" Street, Bentonville, AR 72712
Date: December 29, 2014
Rev: January 20, 2015 – Second Submittal

PLANNED RESIDENTIAL DEVELOPMENT APPLICATION
C. Written Description

1. Justification of Compliance with the Intent of the PRD
Zoning Ordinance Article 401.13.A.3 Intent

Background: Variance Granted for PRD:

The City of Bentonville Board of Adjustments granted a Variance to picture Real Estate Development on October 22, 2014 to develop the subject property at 501 SE D Street in Bentonville in conformance with the Article 401.13 Planned Residential Development (PRD) regulations instead of the Article 401.7 Residential Districts regulations.

Project Description:

Tourmaline Urban Lofts is designed by picture Real Estate Development - architect/developers whose projects contribute to urban communities poised for transformation and creative initiatives. Tourmaline is a progressive residential "pocket community" designed for people who want to live and work within a vibrant, eclectic, neighborhood. Located in the newly created Market District, Tourmaline is within one mile of the cultural, entertainment, and civic amenities of Downtown Bentonville's Historic Square and Arts District, and will be at the epicenter of the Market District's culinary arts developments currently in development at the Kraft and Tyson plants.

Designed as a courtyard scheme, all vehicular access and parking is at the back of the property, except for the parking lot for Complex E that is accessed from SE D Street. The Lofts are two and three-stories with private and semi-private outdoor spaces, clustered around a beautifully landscaped Commons containing an urban orchard. The Commons will be maintained by a Property Owner's Association.

Meeting the Intent of the PRD:

Article 401.13 Planned Residential Development (PRD) encourages the development of high-quality housing types in a variety of densities. Application of urban design principals known as Smart Growth and Traditional Neighborhood Design are desired.

Tourmaline Urban Lofts meets the intent of the PRD with creativity and innovation to the following goals listed in 401.13.3 Intent:

1. *A maximum choice in the types of environment and living units available to the public:*
Tourmaline Urban Lofts are for-sale "fee simple" townhomes. The townhome is a

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picture

REAL ESTATE DEVELOPMENT

residential product that is growing in popularity in Bentonville, as evidenced by the “Lamplighter Townhomes” on NW A Street and “A Street Townhomes” by Anderson Holdings, both currently under construction, with pre-sales of some units.

2. *A variety of housing types that effectively meets the varying price points of the community:*
The Lofts are designed for a wide variety of demographics. They are configured in four layouts, containing different amenities, and will be marketed at varying price points.
3. *Energy-efficient site design or building features:*
The buildings are designed with environmentally friendly materials and design practices. Sustainable design strategies are used, including natural day lighting; high efficiency heating and cooling systems; low consumption plumbing fixtures; durable building materials from sustainable sources; rainwater harvesting; and use of hardy native plants.
4. *A minimum of fifteen percent (15%) common, useable open space and recreation areas:*
A shared Commons planted as an urban orchard is literally and figuratively the center of the Tourmaline community. Native fruit and nut trees and bushes will be planted on the property and along the public right of way on SE D Street and along the Downtown Trail, so that enjoyment of this diverse landscape is available to the residents and non-residents alike. The Commons comprises 20% of the property square footage (not including walking paths, parking and driveways).
5. *A pattern of development which preserves natural features and prevents soil erosion:*
The applicants assessed the existing trees’ species and health and learned that all but one are on Bentonville’s prohibited planting list. As Tourmaline’s design developed to include an “edible landscape,” the decision was made to remove and replace all trees with carefully selected and located new trees and plants. By hiring the highly talented professional civil and landscape firm DCI, picture is able to create an innovative landscape that incorporates local sustainable practices to produce a richly textured natural environment. Plantings on City right-of-way will be coordinated with the City of Bentonville for acceptability given the tree species standards defined as Approved and Prohibited in the Subdivision Ordinance Article 1400. Soil erosion will be prevented through careful grading and utilization of a rainwater collection and retention system.
6. *A creative approach to the use of land and related physical development:*
The landscaped environment is designed with the same high level of consideration as the architecture. Plantings are integrated with the buildings and parking areas to provide visual privacy screenings. In their groupings they create informal gathering places.
By planting regional fruits and nuts, the urban orchard ties into the High Southern Cuisine culinary arts movement that is creating a distinctive name for Bentonville cuisine.

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7. *Efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs:*
The site design is organized to bring utilities onto and through the site with the greatest efficiency possible. The layout is based on input from City engineering staff.
8. *Environment of stable character in harmony with surrounding development;*
The Tourmaline Urban Lofts aims to set a precedent for successful urban infill development that fits in comfortably with its neighbors, despite being of higher density. The diversity of the trees and plants in the central Commons will create a beautiful natural scene from many vantage points, including the street and the trail.
9. *Efficient use of infrastructure;*
See number 7 above.
10. *High quality architectural design, placement, relationship and orientation of structures.*
The design of Tourmaline integrates lessons learned from a variety of contemporary medium density residential projects, progressive architectural residential design and construction practices, sustainable civil and landscape design, and New Urbanism theory and practice.

Essential to the success of a residential development that seeks to create a community is to ensure that each home is a place of privacy and respite. The Lofts are carefully designed to have a variety of spaces that are private, semi-private and shared, to allow the residents a choice in their level of social ability with their neighbors. Views in and out of the windows and yards are considered, with landscape and decorative metal artwork serving to provide visual screening.

11. PRD 1st Submittal Review Comment #8: In the narrative and the site plan address the screen of the mechanical equipment.
Applicant's Response: At Tourmaline, no mechanical equipment will be visible from the Commons, SE D Street, SE Tourmaline Mews or the adjacent Downtown Trail. At units with side yards, the equipment will be located in the yard, screened by the yard fence. At units without side yards, the mechanical equipment will be located at the rear of the building on the second floor, screened by a parapet wall.

2. Description of proposed residential land uses, zoning, and percentage of land area devoted to each.

The applicants propose to develop a moderate-density residential development of fifteen (15) semi-attached townhomes at a density of **18 DU per acre** per the following logic:

In its "Residential Intensification Recommendations" section, the SE Downtown Area Plan recommends that higher residential densities be located inside the Experience Districts, and on their edges and nodes. The subject property is within the edge of the

picture

REAL ESTATE DEVELOPMENT

Market District, where the recommendation is for Moderate Density. The City's Zoning Ordinance has one existing "Moderate Density" zone, namely the "R-C2 Central Residential – Moderate Density," which has a maximum density of **18 DU per acre**. For that reason, the density proposed for Tourmaline Urban Lofts is 18 DU per acre.

3. Description of structural design.

- (a) Buildings are sensitive to the landscape, in that they are carefully oriented to have views towards and direct physical access into the Commons. Building and landscape materials are part of the same overall project aesthetic.
- (b) The public entry to the project will be from SE D Street, through the urban orchard in the Commons. Project name and address signage will be custom-designed and fabricated by an artist.
- (c) Main entrances to the homes are oriented towards the shared Commons in all cases except for Complex E, whose front doors face SE D Street and are access directly from the sidewalk.
- (d) The architectural design of the project uses unifying materials, proportions and colors to create a sense of community throughout.
- (e) Human scale features occur throughout the landscape design, with its variety of materials, pathways and informal meeting spots, and in the architecture at the exterior terraces, verandas and courtyards.
- (f) Varying Roof lines and material articulation are part of the design.
- (g) Building facade materials are primarily cement board and architectural metal siding. The design intent for the complex as a whole is to be an intentionally neutral backdrop for an extraordinary array of natural landscape colors, shadows, sounds, creatures, smells and foods, all transforming with the change of seasons.

4. Description of compliance with PRD Development criteria.

C. Modification of Development Standards

1. Modifications Permitted, as follows:

	Existing Zone R-3	Proposed Zone per PRD
Density	12 Dwelling Units per Acre	18 Dwelling Units per Acre
Building Setbacks		
Front	20'	0'
Back	25'	0' Model A, 4' Model B
Ext Side - Model A	20'	0'
Ext Side - Model B	20'	7.5'
Int Side	10'	0'
Height of Buildings	40'	40' (30' at Alley)
Lot Size Min	6,000sf	1,000sf
Lot Depth Min	100 ft	50'

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Lot Width Min	60 ft	20'
Required Off-Street Parking	2 Spaces/DU	2 Spaces/DU = 30 Total
Street Width of Platted Alley	Platted as 16'	20' wide (per Fire Marshall)

D. PRD Development Criteria

1. Common Open Space and Recreation Requirements; a. Standards
 - i. Minimum Area required is 15%. Proposed is 20% not including Paths, Parking and Driveways.
 - ii. Equitable Distribution. The buildings are located around the perimeter of the Commons, with each unit having access to the Commons for passive and semi-active recreation.
 - iii. Preservation. Provisions for the maintenance of the Commons landscape shall be contained in the Property Owner's Association agreement.
 - iv. Accessibility. The Commons will be accessible to the general public as well as the residents.

5. Phasing

Phasing of construction is not proposed.

ORDINANCE NO. _____

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

WHEREAS, Picture Real Estate Development Corporation, 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:

All of lots 2,3,6,7 & 10 of Block J of Orchard Addition to the City of Bentonville, Arkansas, as shown on a survey recorded in Plat Book Q at Page 258 in the office of the Circuit Clerk in Benton County, Arkansas

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 3rd day of February 2015 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 _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Troy Galloway

Department Community and Econ Dev

Phone 479-531-4894

ACTION REQUIRED:

Waiver of Bid ordinance and council approval to allow the Mayor and Clerk to enter into a contract with Boyette Strategic Advisors. The contract will focus on Retail Recruitment, Economic Development Delivery System Structure, and Bentonville Blueprint Implementation Strategies.

COST TO CITY:

Cost of this Request: \$25,000

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	25,000
Funds Expended to Date		-
Remaining Budget		25,000
Budget Adjustment		-
Remaining After Adjustment	\$	25,000

[Signature] Department Head 4/25/15 Date

[Signature] Staff Attorney 2/5/15 Date

Purchasing Agent Date

[Signature] Mayor 02/05/15 Date

[Signature] Finance Director 2/5/15 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 of Bentonville Community and Economic Development

To: Bentonville City Council
From: Troy Galloway, AICP
CC: Mayor McCaslin
Date: 2/2/2015
Re: Contract with Boyette Strategic Advisors and Waiver of Bid Request

Comments: Community and Economic Development wishes to engage Boyette Strategic Advisors (BSA) in a contract to initiate implementation of the Bentonville Blueprint. Specifically, BSA agrees to provide Retail Recruitment trade area analysis and retail gap analysis intended to identify specific retailers suited and complimentary to Bentonville's growing retail economy.

Additionally, BSA will provide recommendations regarding the structure, staffing, and funding options for a new economic delivery methodology for Bentonville. And generally, this agreement will address implementation priorities and troubleshooting related to the Blueprint implementation.

We request the council approve a waiver of bid allowing the city to enter into a contract with BSA because of BSA's familiarity with the Bentonville Blueprint. BSA served as the consultant during the creation of the Bentonville Blueprint and BSA maintains data sets that are critically important to the creation of informed policy recommendations that will shape the specific implementation steps recommended to the Mayor and City Council.

Please contact Troy Galloway at 479-531-4894 or Brian Bahr at 479-271-5997 with any questions or further explanation.



Agreement for Services

This Agreement is made this ____ day of February 2015 by and between the City of Bentonville ("Client") and Boyette Strategic Advisors LLC, an Arkansas company ("BSA").

1. BSA will provide consulting services, as set forth on Exhibit A (the "Services").
2. Client agrees to pay BSA for the performance of the Services. The total fee will not exceed \$25,000, inclusive of expenses. The fee will be payable quarterly in the amount of \$6,250, with the initial invoice billed on March 1, 2015. Subsequent invoices will be billed on June 1, 2015; September 1, 2015; and December 1, 2015. A list of services provided for the quarter will accompany each invoice.

If the scope of the Services changes, BSA reserves the right to increase the budget upon written approval by both parties.

3. Notwithstanding any other provision of this Agreement, all obligations of the City of Bentonville under this Agreement that require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.
4. Client shall pay properly invoiced amounts within 30 days of invoice date. All invoices are net 30 days. Any amounts not paid within 30 days of invoice date accrue interest at 1.5 percent per month. Any invoice disputes must be presented in writing within 30 days of invoice date or such dispute shall be deemed waived. Client shall pay all costs of collection including fifteen (15) percent of principal and interest as reasonable attorney's fees for amounts collected by or through an attorney.
5. Either party may terminate the Agreement with 30 days' advance written notice. Notwithstanding anything herein to the contrary, all fees and expenses incurred during this 30-day period will be due and payable on the final day of the 30-day notice period.
6. This Agreement shall be governed by the laws of the State of Arkansas and will be construed accordingly. This Agreement constitutes the entire understanding between BSA and Client. All previous representations and undertakings, whether oral or written, have been merged herein. Time is of the essence in this Agreement.



CITY OF BENTONVILLE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BOYETTE STRATEGIC ADVISORS LLC

By: _____

Name: _____

Title: _____



Exhibit A

Services

BSA will work with Client to provide support and counsel in implementing the recommendations contained in the Bentonville Blueprint. The Services will include without limitation the following:

- Assisting with retail recruitment, which will include, but is not limited to:
 - Identifying the true retail trade area of Bentonville; and
 - Conducting a Retail Gap Analysis to determine the types of retailers to pursue.
- Conducting research and providing recommendations on the structure, staffing and funding for the economic development delivery system.
- Facilitating discussions related to the economic development delivery system recommendations.
- Defining other implementation priorities.
- Participating in meetings of the implementation team by phone or in person.
- Providing ongoing guidance and troubleshooting challenges that may arise in implementation of Bentonville Blueprint.
- Other implementation services mutually agreed to by the parties.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH BOYETTE STRATEGIC ADVISORS FOR SERVICES RELATED TO THE BENTONVILLE BLUEPRINT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Boyette Strategic Advisors for retail recruitment, economic development delivery system structure and Bentonville Blueprint implementation, as per the Proposal attached hereto as Exhibit A.

Section 2: Because Boyette Strategic Advisors were under previous contract for creation of the Bentonville Blueprint and because the firm maintains the relevant data sets that are critically important to the creation of informed policy recommendations that will shape the specific implementation steps recommended in this phase, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Troy Galloway

Department Community and Econ DEV

Phone 479-531-4894

ACTION REQUIRED:

Appoint Greg Matteri to the Bentonville Planning Commission to fill the unexpired term of Lisa Bohn who recently resigned from the Planning Commission citing personal reasons. Mr. Matteri's term will expire July 1, 2017.

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	\$ -

[Signature] 2-Feb-15
Department Head Date

Purchasing Agent Date

[Signature] 2/4/15
Finance Director Date

CT 2/4/15
Staff Attorney Date

[Signature] 02/05/15
Mayor 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



APPLICATION FORM

For appointment to City of Bentonville Boards and Commissions

Please Print or Type all Answers

NAME: Greg Matter / Debbie
(If married, please give spouse's first name)

Circulation (Do not write in this space.)

Bentonville 72712
City Zip Code

Same
Mailing Address Zip Code

Telephone # Home [Redacted]
Business [Redacted]

OCCUPATION/EMPLOYER: Saks/RockTENN

LENGTH OF RESIDENCY
IN BENTONVILLE: 20 years

CHOICE OF COMMISSION: Planning
Commission

Terminate: _____
Appointed: _____
Term Expires: _____
Replaced: _____

REFERENCES:

Name Todd Renfrow

Address _____

Phone [Redacted]

Name Randy Lawson

Address [Redacted]

Phone [Redacted]

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

3+ years Board of Adjustment
20 year resident of Downtown Bentonville
Good understanding of direction of Blueprint
Long time supporter of Downtown Bentonville Inc

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

My experience on Board of Adjustments has been
a valuable training exercise. As a planning commissioner
I will be able to lead our direction in a positive way
will provide leadership as well as representing our
citizens in a way beneficial to everyone.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville. If you have any questions, call 271-3112.

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Lance Blasi

Department

Building Inspection

Phone

271-3125

ACTION REQUIRED:

The Arkansas Department of Labor has adopted the 2014 National Electric Code statewide. I'm requesting the City Council adopt the 2014 N.E.C. .

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	\$ -

Department Head

1-6-15
Date

Staff Attorney

CT
2/4/15
Date

Purchasing Agent

Date

Mayor

BPM
02/05/15
Date

Finance Director

12
2-4-15
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



Public Notice
City of Bentonville

The Bentonville City Council will duly meet to discuss a proposed ordinance to adopt the 2014 NEC, National Electric Code. Three copies of the 2014 NEC are available for viewing on the 3rd floor of City Hall which is located at 117 West Central Ave.

The regular City Council meeting will be held Tuesday, February 10, 2015 in the City Council Chambers located at 305 SW A Street, Bentonville Arkansas beginning at 6:00 p.m. All interested parties wishing to be heard on this matter are urged and notified to attend.

Lance Blasi
Chief Building Inspector

Add will start running January 9th

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE 2014 NATIONAL ELECTRIC CODE,
OR LATEST EDITION, AND LOCAL AMENDMENTS**

WHEREAS, all electric installations shall conform to the 2014 National Electric Code, or latest edition; and,

WHEREAS, cities may add regulations in addition to the regulations of the latest edition of the National Electric Code;

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

Section 1. That all electrical installations shall conform to the 2014 National Electric Code, or latest edition, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully, and any local amendments adopted by the City of Bentonville.

Section 2. That the City of Bentonville hereby adopts the following local amendments to the 2014 National Electric Code, or the latest edition:

1. The installing electrician shall provide a meter loop.
2. Any person doing electrical work in the City of Bentonville will be required to have or obtain an Arkansas State Masters Electrical License or be employed by a holder of such license.
3. All type NM-B Cable shall be properly supported and shall enter the outlet or lighting box no more than 2 cables per opening of such box and shall be secured by plastic or nylon staples, located 12 inches from the box and every 4 ½ feet thereafter. No metal staples allowed.
4. EMT shall be properly supported by approved straps at no more than 18 inches from the box and every 5 feet there after.
5. EMT or metal boxes shall not be substituted for a grounded conductor. A ground wire shall be required for each circuit.
6. In kitchens, refrigerators shall be on a circuit by itself. This circuit shall have no other openings.
7. All persons desiring new temporary electric service shall contact the Bentonville Electric Department or the Building Inspection Department to determine the location of the electrical service **before** the installation.
8. No electrical work is to be covered without first being inspected and approved by the Building Inspection Department.
9. All underground secondary electric lines shall be a minimum of 24 inches deep from the City connection to the structure, which it serves. No direct burial cable is allowed.
10. All underground electric lines shall be in conduit and in a ditch by itself. No other utility is permitted in the same ditch with the underground electric.

11. #14 NMB shall not be used in residential applications.
12. Any single-phase account taken or served from a 120-208 3-phase bank will require a (5) five-socket meter base.
13. Where possible, all risers shall extend through the roof. The Building Inspector or the City Electric Department shall determine this.
14. All interior metal piping shall be bonded.
15. All residential structures shall have at least one (1) carbon monoxide detector per level, hard-wired with battery back-up. Also, every sleeping room containing a gas appliance shall have a carbon monoxide detector.
16. Electric services shall be grounded by two (2) ground rods driven a minimum of six (6) feet apart.
17. Electric service ground wire shall be protected by PVC conduit. PVC grounding conduit shall be run into meter base.
18. Sheetrock to be installed before permanent electric service is connected.
19. Permanent power requires at least two (2) dedicated circuits in main panel (refrigerator, washing machine, furnace).
20. Pool grounding requires #8 solid bare copper ground wire.
21. No back-feeding house panels from temporary services.
22. Dedicated circuits in residential garages serving appliances shall have a single pole receptacle for each appliance. Duplex receptacles shall not be used in this application.

Section 3. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE NATIONAL ELECTRIC CODE
(NEC) 2014 VERSION.

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

Section 1. That the following code, 3 copies of which are on file with the City
Clerk, are hereby adopted by reference as though they were copied herein fully:

National Electric Code - 2014 Edition

Section 2. That any matters in said codes which are contrary to existing
ordinances of the City of Bentonville, Arkansas shall prevail, and that any ordinances or
parts of ordinances in conflict herewith are hereby repealed.

Section 3. That within said codes, when reference is made to the duties of a
certain official named therein, that designated official of the City of Bentonville who has
duties corresponding to those of the named official in said code shall be deemed to be the
responsible official insofar as enforcing the provisions of said code are concerned.

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

A resolution setting a public hearing for Feb. 24, 2015 for an alley/right of way vacation requested by Rusch Living Trust.

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

1-23-15
Date

Staff Attorney

CT
2/4/15
Date

Purchasing Agent

Date

Mayor

Tom
02/05/15
Date

Finance Director

DL
2-4-15
Date

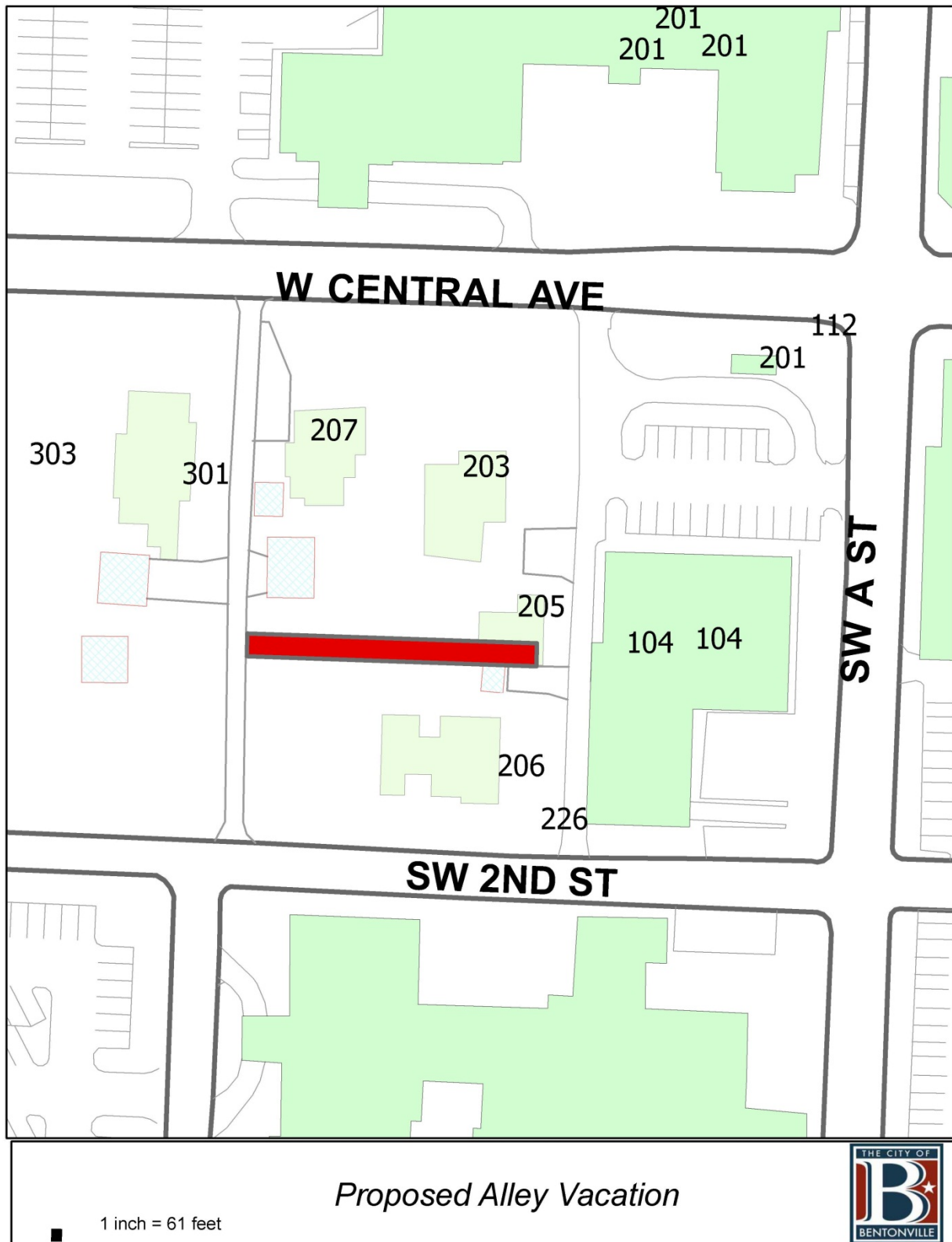
This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Rusch Living Trust, requesting an alley/right of way vacation within the City of Bentonville, Arkansas be vacated, which said alley vacation is described as follows:

A 12 Foot alley located between the west 80' feet of Lots 137 and 138, Original Town of Bentonville, Benton County, Arkansas, as shown in Plat Records at Page 75 and 76, described as follows:

Commencing at the SW Corner of Lot 137; thence north 01°42'26" east 89.09 feet to the point of beginning, thence north 01°42'26" east 12.00 feet; thence south 88°09'32" east 79.96 feet; thence south 01°47'50" west 12.00 feet; thence north 88°09'32" west 79.94 feet to the point of beginning, containing 960 square foot, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate an alley/right of way at the above described property is set for hearing on February 24, 2015 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2015 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement contract with Garver Engineers for survey, design, bid administration, and construction administration for the NW 3rd Phase 3 Project for an hourly amount Not to Exceed \$240,000. See attached memo, exhibit, and contract documents.

COST TO CITY:

Cost of this Request: NTE \$240,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

MC
Department Head
Date 1/30/2015

Purchasing Agent
Date

DL
Finance Director
Date 2-4-15

CT
Staff Attorney
Date 2/4/15
POM-
Mayor
Date 02/05/15

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

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



PLEASE RECYCLE



MEMORANDUM

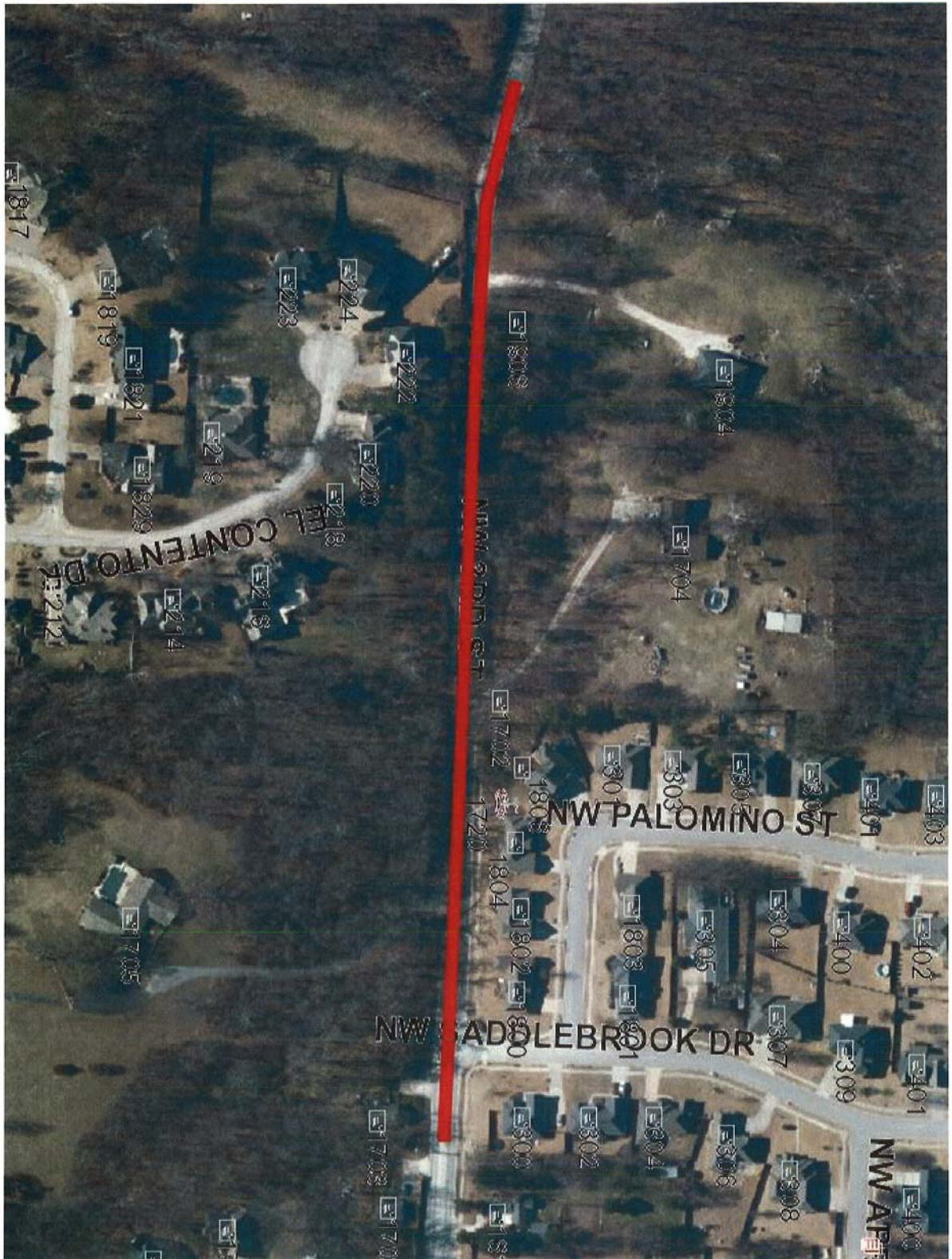
Date: January 30, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Garver Engineers Contract for NW 3rd Phase 3

This contract is for survey, design, bid administration, and construction administration for the above referenced project. The NW 3rd Improvements projects are projects identified in the original Street Bond program approved by voters in 2007. Phases 1 and 2 have already been completed; this would be the final phase of the project which would involve improvements from Saddlebrook Drive to and including the Torrel Bridge. The existing bridge structure will require extensive study to determine if the existing bridge needs to be totally replaced or still maintains the structural integrity that would only require widening and upgrades. The alignment of the road may need a slight adjustment to the north as well. This project will include the aforementioned upgrades to the bridge structure, curb and gutter, storm drains, and sidewalk/trail aspects.





AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville
Bentonville, Arkansas
Project No. 14047190

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Bentonville, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Widening of NW 3rd Street from Saddlebrook Street westward to Coler Creek including curb & gutter, sidewalks, underground drainage, retaining walls and the widening or replacement of the bridge over Coler Creek.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Geotechnical Services (GHBW)</i>	\$14,000	HOURLY
<i>Record Research</i>	\$2,100	
<i>Utility Marking (ARKUPS)</i>	\$700	
Surveys	\$25,100	
Conceptual Design	\$30,200	
Preliminary Design	\$0	
Final Design	\$69,400	
Property Acquisition Documents	\$14,300	
Bidding Services	\$5,500	
Construction Phase Services	\$78,700	
TOTAL FEE	\$240,000.00	

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total maximum not to exceed amount paid to GARVER under this agreement is **\$240,000**. The actual total fee may not exceed this estimate without prior approval from the Owner. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2015. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2016.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2015.



SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Paying all plan review and advertising costs in connection with the project.
5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project unless noted in the Scope of Services.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
8. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall



GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence,



professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.7.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.8 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Hourly Rates and Fee Spreadsheets

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF BENTONVILLE

GARVER LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Brock Hoskins, PE
Printed Name

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

Agreement for Professional Services
NW 3rd Street, Phase III

7 of 7

Garver Project No. 14047190

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, preparation of property acquisition documents, bidding services, and limited construction phase services for improvements to NW 3rd Street from Saddlebrook Street westward to Coler Creek. Improvements will consist primarily of the widening of the roadway with curb & gutter, sidewalks, underground drainage, retaining walls, and the widening or replacement of the bridge over Coler Creek.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

2.2.2 Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

2.3 Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for the foundation design of the widening/replacement of the Coler Creek Bridge, retaining wall structures, roadway subgrade, and pavement structure. Borings will be performed at the following locations:

- Bridge abutment – Two (2) borings to 30 to 40-ft in depth or 10-ft into rock.
- Retaining Walls/Roadway – Six (6) borings to 10 to 20-ft in depth.

2.4 Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the final stage of plan development. Garver shall conduct a coordination meeting among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ADEQ, COE and USFWS for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

2.5 Schematic Study

A Schematic Study phase is excluded from the scope of services.

2.6 Environmental Services

Garver will perform wetland delineation for the entire project. Garver will work to obtain a Nationwide Permit for the project from the US Army Corps of Engineers and to obtain clearance from the US Fish and Wildlife Service (USFWS).

2.7 Drainage Study

A drainage study of Coler Creek is excluded from the scope of services. Garver will utilize the existing bridge cross section to size the opening of the widened portion of the bridge.

2.8 Conceptual Design (30% Submittal)

The conceptual design phase submittal will include typical sections, plan & profile sheets showing horizontal and vertical alignment, Coler Creek Bridge widening/relocation evaluation, drainage improvements, signing and striping, cross sections and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and developing an order of magnitude cost estimate for the project. Garver will not begin final design until the conceptual design is approved by the Owner.

2.9 Preliminary Design (60% Submittal)

Garver will proceed directly to Final Design upon approval of the Conceptual Design.

2.10 Final Design (90% and 100% Submittals)

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction roadway, bridge, and retaining wall plans and details, typical and special details, front-end/technical specifications, special provisions, draft Nationwide COE permit, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the 90% submittal review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

2.11 Property Acquisition Documents

Garver will provide mapping as required for preparing Right-of-Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with a description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 12 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

2.12 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.

2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Attend the bid opening.
5. Prepare bid tabulation.
6. Evaluate bids and recommend award.
7. Prepare construction contracts.

2.13 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting if necessary.
3. Attend progress/coordination meetings with the Owner/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide part-time resident construction observation services for the 180-calendar-day construction contract performance time. The proposed fee is based on **4 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time**. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
9. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
10. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.

- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a **180**-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.14 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. One copy of the Geotechnical Report.
2. Three copies of the Conceptual Design with opinion of probable construction cost.
3. Three copies of the Final Design with opinion of probable construction cost.
4. Three copies of the revised Final Design with opinion of probable construction cost.
5. One digital copy of the revised Final Plans to each potentially affected utility company.
6. Three copies of the Final Plans and Specifications to the Contractor.
7. Two copies of the right-of-way and/or easement acquisition documents.
8. One copy of the approved shop drawings/submittals from the Contractor.
9. One hard copy set of Record Drawings.
10. Electronic files as requested.

2.15 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design beyond that furnished in the Geotechnical Report.
4. Design of any utilities relocation including water and sewer.
5. Street lighting or other electrical design.
6. Construction materials testing.
7. Environmental Handling and Documentation, including wetlands mitigation plans or other work related to environmentally or historically (culturally) significant items except as specifically listed in the scope of services.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.16 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Surveys - Design and Property	60 days from start date
Conceptual Design	45 days from completion of surveys
Final Design	75 days from Approval of Conceptual Design
Property Acquisition Documents	30 days from approval of Final Design



APPENDIX B
NW 3rd Street, Phase III
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 94.00
E-2.....	\$ 108.00
E-3.....	\$ 132.00
E-4.....	\$ 153.00
E-5.....	\$ 187.00
E-6.....	\$ 234.00
M-1.....	\$ 309.00
Planners / Environmental Specialist	
P-1.....	\$ 113.00
P-2.....	\$ 141.00
P-3.....	\$ 180.00
Designers	
D-1.....	\$ 87.00
D-2.....	\$ 102.00
D-3.....	\$ 122.00
D-4.....	\$ 141.00
Technicians	
T-1.....	\$ 68.00
T-2.....	\$ 87.00
T-3.....	\$ 105.00
Surveyors	
S-1.....	\$ 42.00
S-2.....	\$ 55.00
S-3.....	\$ 75.00
S-4.....	\$ 107.00
S-5.....	\$ 141.00
S-6.....	\$ 161.00
2-Man Crew (Survey).....	\$ 172.00
3-Man Crew (Survey).....	\$ 214.00
2-Man Crew (GPS Survey).....	\$ 192.00
3-Man Crew (GPS Survey).....	\$ 234.00
Construction Observation	
C-1.....	\$ 83.00
C-2.....	\$ 106.00
C-3.....	\$ 130.00
C-4.....	\$ 159.00
Management/Administration	
M-1.....	\$ 309.00
X-1.....	\$ 54.00
X-2.....	\$ 73.00
X-3.....	\$ 102.00
X-4.....	\$ 139.00

Agreement for Professional Services
 NW 3rd Street, Phase III

Garver Project No. 14047190

APPENDIX B

CITY OF BENTONVILLE NW 3rd STREET, PHASE III

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (GHBW)</i>	\$14,000.00
<i>Record Research</i>	\$2,100.00
<i>Utility Marking</i>	\$700.00
Surveys	\$25,100.00
Conceptual Design	\$30,200.00
Preliminary Design	\$0.00
Final Design	\$69,400.00
Property Acquisition Documents	\$14,300.00
Bidding Services	\$5,500.00
Subtotal for Title I Services	\$161,300.00

Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$78,700.00
Subtotal for Title II Services	\$78,700.00

APPENDIX B

CITY OF BENTONVILLE NW 3rd STREET, PHASE III

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	2-Man Crew (GPS Survey)
	\$132.00	\$141.00	\$107.00	\$68.00	\$172.00	\$192.00	\$192.00
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordinate with Owner and Engineers	6	6					
Horizontal and Vertical Control		4			20	4	
Topographic Surveys		4			30		
Locate Utilities		1	2		8		
Data Processing/DTM Preparation			14	8			
Subtotal - Surveying	6	15	16	8	58	4	0
2. Surveys - Property							
Coordinate with Owner and Abstractor	4	4					
Research for Section and Property corners		2			8		
Field Locate corners		2			12		
Data Processing		1	4				
Property and Easement Delineation		4	24				
Subtotal - Surveying	4	13	28	0	20	0	0

Hours	10	28	44	8	78	4	0
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Salary Costs	\$1,320.00	\$3,948.00	\$4,708.00	\$544.00	\$13,416.00	\$768.00	\$0.00
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SUBTOTAL - SALARIES: \$24,704.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$20.00
Travel Costs	\$326.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$396.00

TOTAL FEE: \$25,100.00

APPENDIX B

CITY OF BENTONVILLE NW 3rd STREET, PHASE III

CONCEPTUAL DESIGN (30% SUBMITTAL)

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	T-3	T-1	D-2
	\$234.00	\$187.00	\$132.00	\$108.00	\$94.00	\$105.00	\$68.00	\$102.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Typical Sections				1	2		4	
Plan & Profile Sheets		2		12	20		16	
Drainage Improvements				8	16		4	
Sidewalks				2	4			
Meetings/Coordination with City		6		6				
Opinion of Probable Construction Cost				2	8			
QC Review		2		2				
Subtotal - Civil Engineering	0	10	0	33	50	0	24	0
2. Structural Engineering								
Widening Evaluation Study								
Site Visit		8	8					
Evaluating Widening with Realignment	2	4	8					
Replacement Option	1	2	8					
Replacement	1	2	8					
Recommendations	1	2	4					
Conceptual Layouts (Bridge)	1	2	8			16		
Conceptual Layouts (Retaining Walls)	1	2	8			12		
Subtotal - Structural Engineering	7	22	52	0	0	28	0	0
3. Environmental								
Wetland Delineation and Report								18
Agency Coordination								5
Subtotal - Environmental	0	0	0	0	0	0	0	23
Hours	7	32	52	33	50	28	24	23
Salary Costs	\$1,638.00	\$5,984.00	\$6,864.00	\$3,564.00	\$4,700.00	\$2,940.00	\$1,632.00	\$2,346.00
SUBTOTAL - SALARIES: \$29,668.00								
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly	\$180.00							
Postage/Freight/Courier	\$22.00							
Travel Costs	\$330.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$532.00								
TOTAL FEE: \$30,200.00								

APPENDIX B

**CITY OF BENTONVILLE
NW 3rd STREET, PHASE III**

FINAL DESIGN (90% AND 100% SUBMITTAL)

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	T-3	T-1	D-2
	\$244.00	\$195.00	\$138.00	\$113.00	\$98.00	\$110.00	\$71.00	\$107.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Final Plans								
Typical Sections				1	2			
Plan & Profile Sheets		2		16	50		30	
Cross Sections				4	10		6	
Maintenance of Traffic Plan				4	10		8	
Driveways (3 Each)				2	8		8	
Drainage Improvements				6	20		4	
Sidewalks				4	8		4	
Striping/Signing Plans				2	6		4	
Typical Details				2	6		6	
Coordination with Utility Companies				4	6			
Coordination and Meetings with Owner		3		5				
Coordination with Geotechnical Subconsultant				2				
Specifications/Contract Documents				4	8			
Quantities				4	12			
Opinion of Probable Construction Cost				2	8			
QC Review		2		2				
Subtotal - Civil Engineering	0	7	0	64	154	0	70	0
2. Structural Engineering								
Bridge								
Superstructure Details	1	2	4			16		
Abutment Design and Detailing	1	2	4			8		
Wing walls Design and Detailing	1	2	4			8		
Final Layout	1	2	6			10		
Typical Section	1	2	8			8		
Plan & Elevation view of Abutments	2	2	8			8		
Boring Logs		1	1			4		
Miscellaneous Details	1	2	12			12		
Retaining Walls								
Retaining Walls Design and Analysis	1	2	8	8		8		
Retaining Walls detailing	1	2	8	8		8		
Typical Section								
Final Layout	1	4	6			12		
Boring Logs		1	1			4		
Quantities	1	2	8					
General Notes	1	2	8					
Opinion Of Construction Cost	1	2	8					
Structural Specifications	2	4	12					
Subtotal - Structural Engineering	16	34	106	16	0	106	0	0
3. Environmental								
SWPPP								10
COE Nationwide Permit								6
Subtotal - Environmental	0	0	0	0	0	0	0	16

Hours	16	41	106	80	154	106	70	16
Salary Costs	\$3,904.00	\$7,995.00	\$14,628.00	\$9,040.00	\$15,092.00	\$11,660.00	\$4,970.00	\$1,712.00
SUBTOTAL - SALARIES:	\$69,001.00							
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly	\$225.00							
Postage/Freight/Courier	\$14.00							
Travel Costs	\$160.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$399.00							
TOTAL FEE:	\$69,400.00							

APPENDIX B**CITY OF BENTONVILLE
NW 3rd STREET, PHASE III****PROPERTY ACQUISITION DOCUMENTS**

WORK TASK DESCRIPTION	E-2	S-5	S-4	T-1	T-2	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$108.00	\$141.00	\$107.00	\$68.00	\$87.00	\$172.00	\$192.00
	hr	hr	hr	hr	hr	hr	hr
1. Acquisition Documents (Maximum 12 Parcels)							
Coordination with Engineers and Owner	4	4					
Permanent Right-of-Way Acquisition Documents		12	48				
Temporary Construction Easements		4	8				
Stake Proposed Right-of-way/Easement		4	8			20	
Subtotal - Acquisition Documents	4	24	64	0	0	20	0
Hours	4	24	64	0	0	20	0
Salary Costs	\$432.00	\$3,384.00	\$6,848.00	\$0.00	\$0.00	\$3,440.00	\$0.00
SUBTOTAL - SALARIES:	\$14,104.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$95.00						
Survey Supplies	\$31.00						
Travel Costs	\$70.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$196.00						
TOTAL FEE:	\$14,300.00						

APPENDIX B

CITY OF BENTONVILLE NW 3rd STREET, PHASE III

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$244.00	\$195.00	\$160.00	\$138.00	\$113.00	\$98.00	\$71.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders						2	
Addendums/Inquiries				4		2	
Bid Opening		3		3			
Prepare bid tabulation				2			
Evaluate bids and recommend award				2			
Prepare construction contracts				4			
Notice to Proceed				2			
Subtotal - Civil Engineering	0	3	0	17	0	4	0
2. Structural Engineering							
Addendums/Inquiries	2	4		6			
Subtotal - Structural Engineering	2	4	0	6	0	0	0

Hours	2	7	0	23	0	4	0
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Salary Costs	\$488.00	\$1,365.00	\$0.00	\$3,174.00	\$0.00	\$392.00	\$0.00
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SUBTOTAL - SALARIES: \$5,419.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$51.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$81.00

TOTAL FEE: \$5,500.00

APPENDIX B

CITY OF BENTONVILLE NW 3rd STREET, PHASE III

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	C-2	T-1	2-Man Crew (Survey)
	\$244.00	\$195.00	\$138.00	\$113.00	\$98.00	\$111.00	\$71.00	\$179.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Preconstruction Meeting		2		3				
Utility Coordination Meeting				4	4			
Progress Meetings with Contractor/City		5		18				
Monthly Pay Requests				6	6			
Shop Drawings/Material Submittals				12	2			
Record Drawings					4		12	
On-Site Meetings		5		18	4			
Resident Construction Observation (avg. 4 hrs/day for 128 working days)						512		
Surveying - Misc.								0
Prepare Change Orders				2	4			
Final Project Inspection and Punchlist		4		6	2			
Subtotal - Civil Engineering	0	16	0	69	26	512	12	0
2. Structural Engineering								
Response to Inquiries	1	4						
Shop Drawings/Material Submittals	1	4	12					
Subtotal - Structural Engineering	2	8	12	0	0	0	0	0

Hours	2	24	12	69	26	512	12	0
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Salary Costs	\$488.00	\$4,680.00	\$1,656.00	\$7,797.00	\$2,548.00	\$56,832.00	\$852.00	\$0.00
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SUBTOTAL - SALARIES: \$74,853.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembl	\$227.00
Postage/Freight/Courier	\$20.00
Travel Costs	\$3,600.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$3,847.00

TOTAL FEE: \$78,700.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER ENGINEERS FOR ENGINEERING SERVICES
ASSOCIATED WITH CERTAIN IMPROVMENTS TO N.W.
3RD STREET IN BENTONVILLE, ARKANSAS.

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 Garver Engineers for survey, design, bid administration and construction
administration engineering services associated with certain improvements to NW 3rd Street
(Phase 3) 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 _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	15-01
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Travis Matlock

Department: Electric

Phone: 271-3135

ACTION REQUIRED:

Recommend the Mayor and City Council enter into an agreement with Gastony Boring Services to provide boring services to the City of Bentonville for a 3-yr period (2015-2018). Price breakdown is attached.

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	\$ -

TDM
Department Head

1/30/15
Date

Purchasing Agent

Date

DL
Finance Director

2-4-15
Date

CT
Staff Attorney

2/4/15
Date

Tom
Mayor

02/05/15
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



M E M O R A N D U M

DATE: January 29, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Bid Award to Gastony Boring Services, Inc.**

The City of Bentonville recommends awarding the bid for all directional and on-grade boring to Gastony Boring Services, Inc. for a 3-yr period (2015-2018). This will be a blanket contract that will be utilized by multiple departments. The price breakdown is attached.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 2/2/2015
Re: Bid award #15-01

The 2015 budget contains several construction projects that require underground boring services for the Water and Electric Departments. Invitations to bid were sent to the following dealerships:

Gastony Directional Boring
Ft. Smith, AR

Forsgren Boring Services
Ft. Smith, AR

Boyer Directional Boring
NW, AR

Gastony was the only Contractor that submitted a bid.

The Purchasing Office recommends award of Bid #15-01 for underground directional boring services be awarded to Gastony as per the unit price bid sheet attached. Also recommend contract be renewable for an additional two year period with same unit pricing.

2015-2018 PROPOSAL BID FORM

City of Bentonville, Arkansas

Submitted To:	City of Bentonville	Bid Number: 2015-01
	Purchasing Agent	Issue Date: 01-13-15
	117 West Central	Bid Date: 01-28-15
	Bentonville, AR 72712	Time: 1:30 PM

Successful Bidder must **own** HDD boring equipment and meet the general requirements listed below:

1. Certified and trained in OSHA Competent Trench Safety and Traffic Control
2. Contractor must respond to an emergency request by the City Engineering Director within 24 hours, mobilize to jobsite with necessary equipment, materials, supplies and manpower to complete the necessary work.
3. The prices set forth in this bid will be firm for **3 years**.

Trenching

Price per linear foot includes supplying, trenching, installation of Schedule 40 PVC or HDPE DR21 pipe and backfilling (per attached detail). Depth of bury to be a minimum of four (4) feet.

Dirt Pricing:

2.0" \$14.00
3.0" \$18.00
4.0" \$20.00
5.0" \$22.00
6.0" \$24.00

Rock Pricing:

2.0" \$18.00
3.0" \$22.00
4.0" \$24.00
5.0" \$26.00
6.0" \$28.00

Multiple Conduit Installation

Price per linear foot includes supplying & installation of multiple Schedule 40 PVC or HDPE DR21 pipe within a designated trench width (see below) and backfilling (per attached detail). Depth of bury to be a minimum of four (4) feet.

Dirt Pricing:

2" conduits \$6.00
3" conduits \$8.00
4" conduits \$9.00
5" conduits \$10.00
6" conduits \$12.00

Rock Pricing:

2" conduits \$10.00
3" conduits \$12.00
4" conduits \$13.00
5" conduits \$14.00
6" conduits \$15.00

Trenching (Without Conduit Installation)

Price per linear foot includes digging and backfilling trench (per attached detail). BEUD will coordinate with contractor to install CIC (Conductor in Conduit) to then be backfilled by contractor. Depth of bury to be a minimum of four (4) feet.

Dirt Pricing:

12"	<u>\$10.00</u>
24"	<u>\$14.00</u>
36"	<u>\$18.00</u>

Rock Pricing:

12"	<u>\$15.00</u>
24"	<u>\$20.00</u>
36"	<u>\$25.00</u>

Directional Boring

Price per linear foot includes supplying, boring, installation of Schedule 40 PVC or HDPE DR21 pipe and backfilling of access pits. Depth of cover to be a minimum of four (4) feet along the length of the bore.

Dirt Pricing:

2.0"	<u>\$24.00</u>
3.0"	<u>\$28.00</u>
4.0"	<u>\$32.00</u>
5.0"	<u>\$36.00</u>
6.0"	<u>\$38.00</u>

Rock Pricing:

2.0"	<u>\$28.00</u>
3.0"	<u>\$32.00</u>
4.0"	<u>\$36.00</u>
5.0"	<u>\$40.00</u>
6.0"	<u>\$42.00</u>

Boring and Installing Steel Encasement Pipe to accommodate water mains

Price per linear foot includes all cost of materials, labor, bore pits (up to 8' deep), and welding of pipe casing. Depth of cover to be a minimum of five (5) feet along the length of the bore.

Dirt Pricing (Steel Encasement):

16" (.219 Wall thickness)	<u>\$225.00</u>
20" (.281 Wall thickness)	<u>\$275.00</u>
24" (.344 Wall thickness)	<u>\$325.00</u>
30" (.406 Wall thickness)	<u>\$375.00</u>
36" (.50 Wall thickness)	<u>\$425.00</u>

Rock Pricing (Steel Encasement):

16" (.219 Wall thickness)	<u>\$325.00</u>
20" (.281 Wall thickness)	<u>\$375.00</u>
24" (.344 Wall thickness)	<u>\$425.00</u>
30" (.406 Wall thickness)	<u>\$475.00</u>
36" (.50 Wall thickness)	<u>\$525.00</u>

Boring and Installing Steel Encasement Pipe on Specified Grade to accommodate gravity sanitary sewer lines

Price per linear foot includes all cost of materials, labor, bore pits (up to 8' deep), and welding of pipe casing. Depth of cover and grade of line will vary.

Dirt Pricing (Steel Encasement):

16" (.219 Wall thickness)	<u>\$250.00</u>
20" (.281 Wall thickness)	<u>\$300.00</u>
24" (.344 Wall thickness)	<u>\$350.00</u>
30" (.406 Wall thickness)	<u>\$400.00</u>
36" (.50 Wall thickness)	<u>\$450.00</u>

Rock Pricing (Steel Encasement):

16" (.219 Wall thickness)	<u>\$350.00</u>
20" (.281 Wall thickness)	<u>\$400.00</u>
24" (.344 Wall thickness)	<u>\$450.00</u>
30" (.406 Wall thickness)	<u>\$500.00</u>
36" (.50 Wall thickness)	<u>\$550.00</u>

Bid bore pit (10' x 8' deep) excavation depth more than 8' plus (per vertical foot):

Dirt \$600.00
Rock \$1,200.00

Miscellaneous

Additional items of work to be priced for use at the discretion of the City Engineering Director:

Installing 1,250-lb mule tape and secure on each end: \$1.00 per LF

Installing Primary/Switch Gear Vaults (10 feet depth): \$1,800.00 per Each

Installing Precast Concrete Junction Boxes: \$1,000.00 per Each

Furnish & Install by Directional Bore – 8" SCH80 Steel Casing: \$100.00 per LF

Installing 60" Radius Sweep & Pole Mounting Bracket Assembly: \$175.00 per Each

Furnish & Install Couplings: 1.5", 2.0" & 2.5" : \$15.00 per Each

3.0" & 4.0" : \$20.00 per Each

5.0" & 6.0" : \$25.00 per Each

Furnish & Install Locator Tape in Open Trench: \$1.00 per LF

Sawcut, Remove & Replace Concrete 4" to 6" in depth: \$100.00 per SY

Sawcut, Remove & Replace Asphalt 2" to 3" in depth: \$100.00 per SY
Compacted Class 7 Aggregate Base for trench backfill & transformer pads: \$60.00 per CY
Solid Sod including 4" of topsoil: \$12.00 per SY
Hydro-Mulching: \$3.00 per SY
Seed & Mulch: \$2.50 per SY

All pricing to remain in effect for a period of three (3) years from the date of Award.

Date: January 28, 2015

Bidder: Gastony Directional Boring, Inc.

Mailing Address: P.O. Box [REDACTED]
Fort Smith, AR [REDACTED]

Authorized Signature: [REDACTED] 1/28/15

Title: President

Arkansas Contractor's License Number: 0081830415

Federal I.D. Number: 71-0826394



GASTONY DIRECTIONAL BORING, INC.



Gastony DBI – Owned Equipment

January 2015

1. Kenworth Haul Trucks (2)
2. Ford Vacuum Trucks (2)
3. Cat 305CCRA Excavator
4. Cat 315B Excavator
5. Sullair Air Compressor
6. 4" Godwin Pumps (2)
7. Vermeer 36x50 Directional Boring Machine w/ Mixing System
8. Vermeer 80x100 Directional Boring Machine w/ Mixing System
9. Ford F550 Closed-Circuit TV Camera Truck
10. Case 580L Backhoe
11. Kemtron Tango-500 Reclaimer
12. McElroy Pipe Fusing Machine
13. Directional Air Impactor
14. 36x50 Air Drill Hammer
15. 80x100 Air Drill Hammer
16. Vactron PMD800 Suction Machine
17. Hammerhead HG12 Pipe Bursting Machine
18. Various work trucks and multi-purpose trailers

3000 NORTH 23RD STREET • P.O. BOX 368 • FORT SMITH, ARKANSAS 72902
TELEPHONE (479) 782-9167 • FAX (479) 783-7909

License No. 0081830415

ID #10536

State of Arkansas

Contractors Licensing Board

GASTONY DIRECTIONAL BORING, INC.
PO BOX 368
FORT SMITH, AR 72902

GASTONY DIRECTIONAL BORING, INC.

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classification:

SPECIALTY

Underground Piping, Cable, Trenching, Boring

with the following suggested bid limit _____ Unlimited

from _____ April 11, 2014 until _____ April 30, 2015

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY

April 11, 2014 - mi



FORSINC-05 JHUDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2014

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

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

PRODUCER Brown-Hiller-Clark & Associates 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529		CONTACT NAME: PHONE (A/C, No, Ext): (479) 452-4000 FAX (A/C, No): (479) 484-5185 E-MAIL ADDRESS:		
INSURED Forsgren, Inc. C.F. Stocks Excavating, Inc, Gastony Directional Boring, Inc Justin Forsgren P.O. Box 368 Fort Smith, AR 72902		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : United Fire & Casualty Company		13021
		INSURER B : Accident Fund National Ins Co		12305
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			60397541	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			60397541	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$			60397541	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6069791	11/01/2014	11/01/2015	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Certificate of Completion

This Certificate confirms that

Jeromy Dutra

has completed the

Confined Space Entry Program

on

August 12, 2014

Instructor: David Dow

TRENCHSAFETY
AND SUPPLY, INC.

www.TrenchSafety.com ■ (800) 865-5801
Memphis, Tennessee ■ North Little Rock, Arkansas ■ Nashville, Tennessee

Certificate of Completion

This Certificate confirms that

Randall George

has completed the

Confined Space Entry Program

on

August 12, 2014

Instructor: David Dow

TRENCHSAFETY
AND SUPPLY, INC.

www.TrenchSafety.com ■ (800) 865-5801
Memphis, Tennessee ■ North Little Rock, Arkansas ■ Nashville, Tennessee

Certificate of Completion

This Certificate confirms that

Jose Luis Gonzales

has completed the

Confined Space Entry Program

on

August 12, 2014

Instructor: David Dow

TRENCHSAFETYTM
AND SUPPLY, INC.

www.TrenchSafety.com ▪ (800) 865-5801
Memphis, Tennessee ▪ North Little Rock, Arkansas ▪ Nashville, Tennessee

Certificate of Completion

This Certificate confirms that

Juan Manuel Ortiz

has completed the

Confined Space Entry Program

on

August 12, 2014

Instructor: David Dow

TRENCHSAFETY
AND SUPPLY, INC.

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Memphis, Tennessee ▪ North Little Rock, Arkansas ▪ Nashville, Tennessee

Certificate of Completion

This Certificate confirms that

Darrell Tabor

has completed the

Confined Space Entry Program

on

August 12, 2014

Instructor: David Dow

TRENCHSAFETYTM
AND SUPPLY, INC.

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CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-05
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Travis Matlock

Department: Inventory

Phone: 271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award bid for 1/0 underground wire to the Stuart C. Irby Co. in the amount of \$82,012.50.

COST TO CITY:

Cost of this Request: \$82,012

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

Department Head: TWM Date: 1/30/15

Purchasing Agent: _____ Date: _____

Finance Director: JM Date: 2-4-15

Staff Attorney: CT Date: 2/4/15

Mayor: For Date: 02/05/15

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: January 30, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1/0 Underground Wire Bid #15-05**

The City of Bentonville recommends awarding the bid for 1/0 underground wire in the total amount \$82,012.50. Due to low bidder extended lead time, we request bid to go to Stuart Irby Company who has the wire in stock.

Stuart Irby Company in the amount of \$82,012.50

This award is to replenish minimum stock level and provide on underground jobs within the city.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 2/2/2015
Re: Bid award #15-05

The Inventory Warehouse Bids out quantities of wire for use by the City Electric Department. Formal bids were received from the following Vendors:

Arkansas Electric Cooperatives	\$2.15 per foot	Lead time	Early May
Arthur J Hurley	\$2.49 per foot	Lead time	8 Wks
Border States	\$2.53 per foot	Lead time	6-8 Wks
Paige Electric	\$2.68 per foot	Lead time	10-12 Wks
Stuart Irby	\$2.187 per foot	Lead Time	February
Wesco Dist.	\$2.362 per foot	Lead Time	In Stock

The Purchasing Office recommends award of Bid #15-05 for underground for underground wire be awarded to Stuart Irby as per the unit price bid sheet attached taking into consideration the short lead time.

FORMAL BID #15-05 1/0 U/G WIRE

~ 80 ~



CHECK ALL THAT APPLY			
XXX	Bid Award	Bid #	15-07
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

ACTION REQUIRED:

Award bid # 15-07 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: \$68,750

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	68,750
Funds Expended to Date		-
Remaining Budget		68,750
Budget Adjustment		-
Remaining After Adjustment	\$	68,750

DM
Department Head 2-2-15
Date

KB
Purchasing Agent 2/2/15
Date

DL
Finance Director 2-4-15
Date

CT
Staff Attorney 2/4/15
Date

Pom
Mayor 02/05/15
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 10, 2015
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 # 15-07 to Ecotech Enterprises, Inc. Five bids were received this year and are listed below. Bids are attached for your review.

- | | | |
|----|--------------------------------|-----------------------|
| 1. | Ecotech Enterprises, Inc. | 6.40 cents per pound |
| 2. | Brenntag Mid-South | 6.52 cents per pound |
| 3. | GEO Specialty Chemicals, Inc.: | 6.79 cents per pound |
| 4. | Chemtrade Chemicals US LLC. | 8.49 cents per pound |
| 5. | Detco Industries, Inc.: | 10.75 cents per pound |

Last year's lowest bid price was 6.50 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:-----45 07
ISSUE DATE:-----01/13/15
BID DATE:-----01/29/15
TIME:-----2:00 P.M.

QUANTITY	DESCRIPTION
Approx. 38,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$ 0.064 / wet 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: Ecotech Enterprises Inc Address: PO Box 39 / 7100 Colonel Maynard Rd
 By: Sandra Costanzo City: Scott 1/28/15
 Telephone Number: 501-961-9500 State: AR
 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: 15 07
ISSUE DATE: 01/13/15
BID DATE: 01/29/15
TIME: 2:00 P.M.

QUANTITY	DESCRIPTION
Approx. 38,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$0.0652</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: Bentley Mid-South Address: 2235 W Battlefield Rd
By: [Redacted] City: Springfield MO
Telephone Number: 417-887-3663 State: MO 65807
Federal I.D./Social Security No: 610501545

**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:-----15 07
ISSUE DATE:-----01/13/15
BID DATE:-----01/29/15
TIME:-----2:00 P.M.

QUANTITY	DESCRIPTION
Approx. 38,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound <u>\$ 0.0679 Wet 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: GEO Specialty Chemicals, Inc Address: 9213 Arch Street Pike
 [REDACTED] Patsy G. Hale City: Little Rock
 Telephone Number: (501) 888-1211 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:.....15 07
ISSUE DATE:.....01/13/15
BID DATE:.....01/29/15
TIME:.....2:00 P.M.

QUANTITY	DESCRIPTION
Approx. 38,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound \$ [*] 0.0849/wet lb
*FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$350.00/DRY TON.	

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: **CHEMTRADE CHEMICALS US LLC** Address: **90 EAST HALSEY ROAD**
By: **EL [REDACTED] ALIST** City: **PARSIPPANY**
Telephone Number: **800 631 8050** State: **NEW JERSEY 07054**
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:-----15-07
ISSUE DATE:-----01/13/15
BID DATE:-----01/29/15
TIME:-----2:00 P.M.

QUANTITY	DESCRIPTION
Approx. 38,000	Gallons of Liquid Aluminum Sulfate Delivered as Required
Minimum specifications attached:	
	Price per Pound \$.1075

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: Detco Industries, Inc. Address: Po Box 430
 By: Trey Elliott City: Conway
 Telephone Number: 501-329-6965 State: Arkansas
 Federal I.D./Social Security No: 71-0663461



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 15, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare our 1987 Ford F700 Armored Vehicle (1FDXK74C3RVA37352), unit # 2010-55, as surplus property and allow this vehicle to be transferred to the Cave Springs Police Department for their official use. This vehicle was donated to the Bentonville Police Department on September 3, 2002 by AT Systems of Delaware and has been in use by our SWAT Team since that time. The vehicle was donated to us with the understanding that we would transfer it to another police department when we no longer desired to use it. This transfer also requires the written consent of AT Systems (see attached agreement and related Bentonville City Council Meeting Minutes from June 25, 2002), and this written consent has been obtained. (Note: AT Systems is now Garda of Florida.) The transfer of this vehicle will increase officer and citizen safety in our neighboring city and also provide for a legal and responsible disposition of this vehicle which has since been replaced by a federal surplus armored vehicle. Additionally, it is requested that the police department be allowed to retain our current vehicle count and replace this armored vehicle with a department to department asset transfer of a 2005 Chevy extended cab 4x4 long wide bed pickup (1GCEK19VX5E242597), unit # 1630-03, that is scheduled to be replaced this year by the Engineering Department. This pickup truck would be used to support the SWAT team as a training and equipment hauling vehicle. It would not be subjected to any sort of daily patrol use and would require only minimal repairs to function in the suggested purpose. The transfer of both vehicles would be at no cost to the city.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

2-2-15

Purchasing Agent

Date

Finance Director

Date

2-4-15

Staff Attorney

Date

2/4/15

Mayor

Date

02/03/15

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



CERTIFICATE OF TITLE STATE OF ARKANSAS 999403A2378							
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MOD	BODY	PREVIOUS TITLE NUMBER	TITLE NUMBER
1FDXK74C3RVA37352		94	FORD	F7F	CC	AR	
REMARKS		ODOMETER			REGISTRATION DATE		WEIGHT
0D EXEMPT					01/10/2003		13860
MAILING ADDRESS							
CITY OF BENTONVILLE 117 WEST CENTRAL BENTONVILLE AR 72712							
OWNER							
CITY OF BENTONVILLE 117 WEST CENTRAL BENTONVILLE AR 72712							
OWNER'S SIGNATURE THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS							
FIRST LIENHOLDER	DATE OF LIEN				FIRST RELEASE	INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED	
						BY: _____	
SECOND LIENHOLDER					SECOND RELEASE	INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED	
						BY: _____	
				TITLE _____ DATE _____			
				TITLE _____ DATE _____			
				The Department of Finance and Administration, State of Arkansas, hereby certifies that applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the herein described vehicle is subject to the liens enumerated hereon. In Witness Whereof, I have affixed my hand and seal.			
VOID IF ALTERED							

(OWNERS)
CITY OF BENTONVILLE
117 WEST CENTRAL
BENTONVILLE

AR 72712

(TITLE BRANDS)

V

VEN PURCH PRICE

(ODOMETER READING)

PLUS EXT WARR

LOCAL TAX(1)

201359
OD EXEMPT

LESS TRADE IN

LOCAL TAX(2)

(INSP/ICC/DOT NUMBER)

TAXABLE PRICE

LOCAL TAX(3)

(PURCHASED)

STATE TAX

LOCAL TAX(4)

USED FROM OOS NON DL

(PREVIOUS TITLE NO)

STATE TAX PENALTY

LOCAL TAX PENALTY

MSO

TOTAL TAXES

(LIENHOLDERS)

(TITLE PRINT STATUS)

PRINT FROM BATCHMAIL

TOTAL REG FEES

5.00

TOTAL PAID

7.25

(RENEWAL MAILING ADDRESS)

TITLE AND REGISTRATION

JANUARY 08, 2003
02:43:49:58:8 P.M.

(TITLE MAILING ADDRESS)

CENTRAL LITTLE ROCK 99-94
SONDRA THOMAS
RAGLAND BLDG
(501)682-4663 RXSFAUS
2003-01-08

COPY

AT SYSTEMS USED VEHICLE DONATION TO LAW ENFORCEMENT DONATION
AGREEMENT

This Agreement is made this 3 day of September 2002 by and between
AT Systems, Inc. ("AT") a Delaware corporation and Bentonville Police Dept. a
law enforcement agency of the [city] [county] [state] or US Government ("Agency").

WHEREAS AT desires to donate a used armored vehicle VIN number 1FDXK74C3RVA3735
(the "Vehicle") to the Agency for use in the Agencies law enforcement functions; and #1610

WHEREAS Agency desires to receive the vehicle from AT for such exclusive purposes.

NOWHEREFORE: In consideration of the mutual promises, covenants and premises herein the
parties agree as follows:

- 1) AT agrees to donate to the Agency an armored vehicle identified as VIN number 1FDXK74C3RVA37352 (the "Vehicle"). Such Vehicle was put into service by AT in 03/08/94.
- 2) The Agency agrees to accept the Vehicle upon the terms set forth herein.
- 3) The Agency agrees and acknowledges that the Vehicle is being transferred to the Agency on an as is, where is basis with all faults. The Agency acknowledges that it has had an opportunity to inspect the Vehicle and it agrees to accept it in such state.
- 4) In consideration for the donation of the Vehicle, the Agency agrees to defend and hold AT and its affiliates harmless for any claim by any third party, including its own employees and agents, for any damage or injury that may occur as a result of the Agency's ownership, use or maintenance of the Vehicle.
- 5) The Agency agrees that the Vehicle may only be used for law enforcement purposes. If the Agency no longer desires to use the vehicle for such purposes, the Agency agrees that it will either transfer the Vehicle to another law enforcement agency with the same restrictions set forth herein, and with the written consent of AT, which consent shall not be unreasonably withheld, or the Vehicle shall be destroyed by appropriate methods.
- 6) The Agency agrees that the donation of the Vehicle to it by AT does not violate any applicable law and that all necessary approvals by the Agency, or any political subdivision of which it is a part, will be received prior to taking title to the Vehicle.
- 7) This Agreement is made in accordance with and will be enforced and construed in accordance with the law of the state of California, without regard to its conflicts

COPY

of laws rules. The Agreement may only be modified by a writing signed by both parties hereto.

- 8) This Agreement sets forth the entire Agreement, including the attached AT Systems Vehicle Donation Program Application constitutes the entire agreement between the parties in relationship to the transfer of the subject vehicle.
- 9) The Agency agrees that the Vehicle is being transferred to it without any warranties of any kind, including without limitation, any implied warranties or implied warranties of merchantability or fitness for a particular purpose.

NOWHEREFORE: The parties hereto, intending to be bound, have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized, effective as of the date first set forth above.

AGENCY : City of Bentonville, AR AT SYSTEMS, INC. /

Signature

Terry Cokerly

Name

Mayor

Title

Signature

Gregory W. Irvin

Name

Executive Vice President

Title

STATE OF CALIFORNIA									
1610									
184021016P4									
CERTIFICATE OF TITLE									
COMMERCIAL									
VEHICLE ID NUMBER		1FDXK74C3RVA37352		YR MODEL MAKE		1994 FORD		PLATE NUMBER	
BODY TYPE MODEL		AR		UNLADEN WEIGHT		213860 D		FUEL	
YR 1ST SOLD		1994 NH		CLASS		2001		MO	
MOTORCYCLE ENGINE NUMBER				TRANSF'R DATE		HX		EQUIPMT/TRUST NUMBER	
REGISTERED OWNER(S)		AT SYSTEMS INC		FEES PAID		\$793		ISSUE DATE	
3021 GILROY ST		LOS ANGELES CA 90039		ODOMETER DATE		04/23/2001		ODOMETER READING	
				ACTUAL MILEAGE		201359 MI		REGISTRATION EXPIRATION DATE	
								06/30/2002	
								10/26/02	
I certify under penalty of perjury that I am the owner of the vehicle described herein and that the information furnished is true and correct.									
1a. DATE _____ SIGNATURE OF REGISTERED OWNER _____									
1b. DATE _____ X SIGNATURE OF REGISTERED OWNER _____									
Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.									
The odometer now reads _____ (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.									
WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.									
I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.									
DATE _____		TRANSFEROR/SELLER SIGNATURE(S) _____		DATE _____		TRANSFEE/BUYER SIGNATURE(S) _____		PRINTED NAME OF AGENT SIGNING FOR A COMPANY _____	
		X				X			
IMPORTANT READ CAREFULLY									
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.									
LIENHOLDER(S) _____									
2. X Signature releases interest in vehicle. (Company names must be countersigned)									
Release Date _____									
CA 66343744									
000911 REV. 17.90 (REV.2/02)									
KEEP IN A SAFE PLACE - VOID IF ALTERED									

Bentonville City Council

Meeting Minutes

June 25, 2002

The City Council of Bentonville, Arkansas met in regular session, Tuesday, July 9, 2002 at 6:00 p.m. in the City Council Chambers of City Hall, 115 West Central, Bentonville, Arkansas. Present were Council Members Ed Austin, Danny Brewer, Scott Comiskey, Mary Baggett, Buddy Palmer, Anita Zentner, Bryan Bennett, and Richard McKeehan. Also present were Mayor Terry Coberly, City Clerk Suzanne Grider, City Attorney George Spence, Troy Galloway, Camille Thompson, Laura Fleetwood, Billie Sue Records, David Thrasher, James Wheelles, Kyle Gjeruldsen, Jerry C. Clark, Becky Clark, John Gore, Jeff LeMaster, Joe Chappelle, and Jim Walton.

The mayor asked everyone to join her in saluting our nation's flag. After the pledge, the invocation was given by Laura Fleetwood of the First Presbyterian Church.

Motion was made by Council Member Comiskey, seconded by Council Member Baggett to approve the regular meeting minutes of June 11, 2002. Motion carried unanimously (5-0) of those present with Council Members, Palmer, Zentner and Bennett absent.

Mayor Terry Coberly suggested that the council start with Item #2 and see if any of rest of the city council arrive later.

II. Reappointment of Karen Clark to the Bentonville Planning Commission – Term to Expire: 7-1-2007.

Motion was made by Council Member Austin, seconded by Council Member Brewer to approve the reappointment of Karen Clark to the Bentonville Planning Commission – Term to Expire: 7-1-2007. Motion carried (5-0) of those present with Council Members Palmer, Bennett and Zentner absent.

III. Reappointment of Tom Rife to the Bentonville Planning Commission – Term to Expire: 7-1-2007.

Motion was made by Council Member Baggett, seconded by Council Member McKeehan to approve the reappointment of Tom Rife to the Bentonville Planning Commission – Term to expire: 7-1-2007. Motion carried (5-0) of those present with Council Members Palmer, Bennett and Zentner absent.

IV. Staff Attorney Camille Thompson read Resolution #(06-25-2002A) authorizing the mayor and city clerk to enter into a contracting services agreement with Southwestern Electric Power Company.

Motion was made by Council Member Austin, seconded by Council Member Comiskey adopt the resolution. Motion carried (5-0) of those present with Council Members Bennett, Zentner and Palmer absent.

June 25, 2002
City Council Minutes

- V. **Budget adjustment for the street department in the amount of \$426,991.00 for reimbursement fees in lieu of into capital item for Moberly Lane Improvements.**

Motion was made by Council Member Austin, seconded by Council Member Brewer to approve a budget adjustment for the street department in the amount of \$426,991.00 for Moberly Lane improvements. Motion carried (5-0) of those present with Council Members Bennett, Palmer and Zentner absent.

- VI. **Approval to accept a donation of an armored vehicle for the police department.**

Motion was made by Council Member Austin, seconded by Council Member McKeehan to approve a donation of an armored vehicle for the police department. Motion carried (5-0) of those present with Council Members Bennett, Palmer and Zentner absent.

- VII. **Staff Attorney Camille Thompson read Ordinance #(2002-80) authorizing the mayor and clerk to purchase fuel for city vehicles from Mountain Valley Oil Company in the amount of \$103,000 waiving the requirement of competitive bidding and declaring an emergency.**

Motion was made by Council Member Austin, seconded by Council Member Baggett to suspend the rules and place the ordinance on its second reading by title only. Motion carried (6-0) with Mayor Coberly voting yes. Staff Attorney Camille Thompson read the second reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member Baggett to suspend the rules and place the ordinance on its third reading by title only. Motion carried (6-0) with Mayor Coberly voting yes. Staff Attorney Camille Thompson read the third reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member McKeehan that the ordinance do pass. Motion carried (5-0) of those present with Council Members Bennett, Palmer and Zentner absent.

- VIII. **Staff Attorney Camille Thompson read Resolution #(06-25-2002B) declaring certain property belonging to the City of Bentonville as surplus property for the fire department. (Pagars).**

Motion was made by Council Member Austin, seconded by Council Member Comiskey to adopt the resolution. Motion carried (5-0) of those present with Council Members Palmer, Bennett and Zentner absent.

City Council Member Buddy Palmer arrived at 6:23 p.m.

- IX. **Staff Attorney Camille Thompson read Ordinance #(2002-81) amending a portion of Section 2.44.03 of the Bentonville Municipal Code pertaining to outside city ambulance billing rates and declaring an emergency.**

June 25, 2002
City Council Minutes

Motion was made by Council Member Austin, seconded by Council Member Baggett to suspend the rules and place the ordinance on its second reading by title only. Staff Attorney Camille Thompson read the second reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member Brewer to suspend the rules and place the ordinance on its third reading by title only. Staff Attorney Camille Thompson read the third reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member McKeehan that the ordinance do pass. Motion was made by Council Member Austin, seconded by Council Member Palmer to approve the emergency clause. Motion carried (6-0) of those present with Council Members Zentner and Bennett absent.

X. Staff Attorney Camille Thompson read Ordinance #(2002-82) amending Exhibit "A" to the Bentonville Water Capacity Fee Ordinance (Ord. #2002-14) and declaring an emergency.

Motion was made by Council Member Comiskey, seconded by Council Member Palmer to suspend the rules and place the ordinance on its second reading by title only. Staff Attorney Camille Thompson read the second reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member Baggett to suspend the rules and place the ordinance on its third reading by title only. Staff Attorney Camille Thompson read the third reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member Baggett that the ordinance do pass. Motion was made by Council Member Austin, seconded by Council Member Baggett to approve the emergency clause. Motion carried (6-0) of those present with Council Members Zentner and Bennett absent.

Ia. Staff Attorney Camille Thompson read the second reading of Ordinance #(2002-83) accepting a plat of Carriage Square Subdivision at Bentonville to the City of Bentonville, Arkansas after any liens against the property are paid or otherwise satisfied in accordance with Arkansas law.

Motion was made by Council Member Austin and seconded by Council Member Palmer to suspend the rules and place the ordinance on its third reading by title only. Staff Attorney Camille Thompson read the third reading of the ordinance by title only. Motion was made by Council Member Austin and seconded by Council Member Brewer that the ordinance do pass. Motion carried (5-1) with Council Member Baggett voting no and Council Members Bennett and Zentner absent.

Motion was made by Council Member Austin, seconded by Council Brewer to adjourn the meeting. Motion carried (6-0).

Terry Black Coberly, Mayor

Suzanne Grider, City Clerk

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 15, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare a 2009 Ford Crown Victoria, (2FAHP71VX9X135606), unit 2010-73, as surplus property. This vehicle was totaled in an accident in August 2013 and retained as a parts car after the insurance settlement. Despite significant front end damage, numerous parts have been utilized from the car to help maintain our fleet. With the recent removal of the entire rear axle to repair another police unit, it is no longer practical to retain for this use. It has a current recycler value of between \$300.00 and \$400.00 and upon being surplusd can be traded to Fast Auto for approximately \$400.00 in labor costs. This amount can be used to offset labor costs in new vehicle set up and is a responsible and cost saving disposition of the vehicle.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

2-2-15
Date

Purchasing Agent

Date

Finance Director

2-4-15
Date

Staff Attorney

CT
2/4/15
Date

Mayor

Tom -
02/03/15
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



CERTIFICATE OF TITLE

STATE OF ARKANSAS

VEHICLE IDENTIFICATION NUMBER 2FAHP71VX9X135606		YEAR 2009	MAKE FORD	MODEL CVC	BODY TYPE 4D
TITLE NUMBER 99710923393	PREVIOUS TITLE NUMBER MSO	PREV. TITLE STATE	ISSUE DATE 05/20/2009	ODOMETER 9	UNLADEN WEIGHT 3960

MAILING ADDRESS

CITY OF BENTONVILLE
908 S E 14TH ST
BENTONVILLE AR 72712

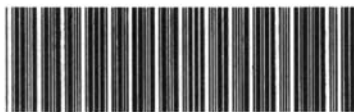
REMARKS

OD ACTUAL

OWNER

CITY OF BENTONVILLE
908 S E 14TH ST
BENTONVILLE AR 72712

OWNER'S SIGNATURE (IF JOINT OWNERSHIP, BOTH MUST SIGN)
THIS TITLE MUST BE SIGNED UPON RECEIPT BY OWNERS



The Department of Finance and Administration, State of Arkansas, hereby certifies that the applicant named hereon is duly registered as the owner of the vehicle described above. From the statements of the owner and the records on file with this department the hereon described vehicle is subject to the liens enumerated hereon.

In Witness Whereof, I have affixed my hand and seal.

COMMISSIONER OF REVENUE

02777992

VOID IF ALTERED

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-09
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 10, 2015

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

Council approval of a bid award, of bid #15-09, in the amount of \$498,727.06 to Technogym, for fitness equipment for the Bentonville Community Center.

f

COST TO CITY:

Cost of this Request: \$498,727

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
Date 2/3/2015

KB
Purchasing Agent
Date 2/4/15

TD
Finance Director
Date 2-4-15

CT
Staff Attorney
Date 2/5/15
BM
Mayor
Date 02/05/15

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director DW
Date: February 3, 2015
Re: Council approval of a bid award to Technogym, in the amount of \$498,727.06, for fitness equipment for the Bentonville Community Center.

As the community center construction nears a completion, the Parks and Recreation staff is very busy purchasing equipment and inventory for the operation of the facility. One of the most important components to the operation of the community center is the equipment for the fitness center. A functional fitness room was the second highest priority the community requested during our public input stage of this project. In addition, our operations consultant tells that having these rooms is critical to the long term success of the facility.

Shortly after construction began, our staff started researching the different types of fitness equipment for our fitness room. We quickly realized there are no two types of equipment that are identical. Each brand is unique and has different features to offer the users. After meeting with representatives from at least five (5) different major brands, our team determined that Technogym brand is the most suitable for the new facility. We selected the Technogym brand based on types of variety of equipment offered, the technology package included, its durability, maintenance plan, appearance and price.

On February 3, our City Purchasing Department opened bids for the equipment. Three (3) bidders submitted bids for the fitness equipment. Technogym provided the lowest bid at \$455,458.50. After tax, the total price is \$498,727.06. This price includes a delivery and installation, a five (5) year warranty, a preventative maintenance schedule, and an education package where our staff will be trained of proper use and care for the equipment.

This purchase is a budgeted item in the Furniture, Fixtures and Equipment Fund for the Community Center.

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

Attachments:

Bid Tabulation

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 2/4/2015
Re: Bid award #15-09

The 2015 Parks budget included funds for fitness equipment in the community center. Formal bids were received from the following Vendors:

Technogym	\$498,727.00
Fairfield, NJ	
VO2 Consulting	\$583,363.44
Ocean, NJ	
Wellness Solutions	\$595,322.14
Iron Station, NC	

The Purchasing Office recommends award of Bid #15-09 for fitness equipment for the new Bentonville Community Center in an amount of \$498,727.00 including taxes.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 4, 2015

Submitted by: Ed Wheeler

Department Administration

Phone 271-3191

ACTION REQUIRED:

Request the City Council approve the attached changes to the 2013 Personnel Policy Manual. Text Changes are shown in **BOLD** print. There are no costs associated with these proposed changes. The changes in "Paid" maternity/sick leave will better align with the current sick leave policy (Chapter 6, Section 6.1.4). The change in eligibility for City health insurance will better align with the new mandates of the Federal Affordable Care Act.

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	\$ -

EPW
Department Head Date

CT
Staff Attorney 2/5/15
Date

Purchasing Agent Date

ROM
Mayor 02/05/15
Date

Finance Director 2-4-15
Date

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

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www.bentonvillear.com



PLEASE RECYCLE



6.1.3 **Purpose.** Sick leave is intended solely to provide income protection for the employee due to reasons such as illness, injuries away from the job, pregnancy, childbirth, and doctor appointments. **The “cornerstone” of our sick leave benefit is that a covered family member must either be sick or injured.** Sick leave may be used to care for the employee themselves, their legal spouse, their parent, grandparent, and child (adopted or legal step-child) regardless of age. Approval of requests for exception to the policy must come from the Mayor in writing. **In the case of “Maternity/Paternity Sick Leave”(leave for the birth of a child), the use of “Paid” sick time for the birth is limited to 6 weeks unless the employee provides a doctor’s note indicating that the employee, spouse or child is still under a doctor’s care.** In the case of doctor’s appointments, the employee must notify his/her supervisor in advance, except in the case of emergencies. Sick leave may be used for the time spent traveling to and from the doctor’s office in addition to the duration of the appointment. Unless the doctor refuses to release the employee to return to work, the employee is expected to return to work after the appointment, unless his/her shift would be ended at that time. If an employee appears to be too sick to work, the supervisor has the authority to require the employee to go home. Accrued vacation pay or compensatory time may be substituted for sick pay at the employee’s discretion, unless they are on restricted sick leave. If the employee is on vacation or sick leave when City operations shut down for reasons such as inclement weather or for the annual Christmas lunch celebration, he/she will be paid out of the leave category that they are in at the time operations are shut down. If an employee is on vacation and becomes sick or injured, and would qualify for sick leave, they can change their status from vacation to sick leave by presenting a doctor’s letter or note indicating the sickness or injury to the department manager or supervisor immediately upon return.

- 1.4.1 **Regular Full-time.** This category describes employees who work **an average of thirty (30) or more hours per week.** These positions include all employee benefits. This category also includes Firefighters, who are scheduled to work a 24-hour shift every third day. There are two (2) sub-categories of regular, full-time employees.
- 1.4.2 **Part-time.** These are employees who work year-round but less than **30** hours/week on a regular basis. They receive some vacation benefits, and may be eligible to enroll in the Arkansas Public Employees Retirement Plan (APERS) or the Local Police and Fire Retirement System (LOPFI), depending on the number of hours per week that they work.

ORDINANCE NO. _____

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

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

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

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Revised Agenda: Item 3b

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 10, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 10, 2015 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 27, 2015**

AGENDA

1. Crews and Associates presentation of the Green Energy Initiatives Award to the City of Bentonville – Nathan Rutledge.
2. Present Arkansas American Planning Association Awards to Downtown Bentonville, Inc. and Harrison French and Associates for the Downtown Master Plan and Hight Jackson Associates PA for the Southeast Downtown Area Plan.

3. Planning:

- 3a. **Ft. Scott Property, LLC: Rezoning, 5808 Southwest Regional Airport Boulevard, Rezoning from A-1, Agricultural to I-1, Light Industrial.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for future development and use of the property for warehousing and light industrial uses.

- 3b. **Picture Real Estate Development Corporation: Rezoning, Southwest Regional Airport Boulevard, 501 Southeast D Street, R-3, Medium Density Residential to PRD, Planned Unit Development.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning for the Tourmaline Urban Lofts with a density of 18 dwelling units per acre.

4. Waiver of bid ordinance and Council approval to allow the Mayor and Clerk to enter a contract with Boyette Strategic Advisors. The contract will focus on Retail Recruitment, Economic Development Delivery System Structure, and Bentonville Blueprint Implementation Strategies.
5. Appoint Greg Matteri to the Bentonville Planning Commission to fill the unexpired term of Lisa Bohn who recently resigned from the Planning Commission citing personal reasons. Mr. Matteri's term will expire on July 1, 2017.
6. The Arkansas Department of Labor has adopted the 2014 National Electric Code statewide. I'm requesting that the City Council adopt the 2014 N.E.C.
7. A resolution setting a public hearing for February 24, 2015 for an alley/right-of-way vacation requested by Rusch Living Trust.
8. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Professional services agreement contract with Garver Engineers for survey, design, bid administration, and construction administration for the Northwest 3rd Street Phase 3 Project for an hourly amount not to exceed \$240,000.00. See attached memo, exhibit and contract documents.
9. Recommend the Mayor and City Council award bid and enter into an agreement with Gastony Boring Services to provide boring services to the City of Bentonville for a 3-year period (2015-2018). Price breakdown is attached.
10. Recommend Mayor and City Council award bid for 1/0 underground wire to the Stuart C. Irby Company in the amount of \$82,012.50.
11. Award bid # 15-07 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.
12. Request that the City Council declare our 1987 Ford F700 Armored Vehicle (1FDXK74C3RVA37352), unit # 2010-55, as surplus property and allow this vehicle to be transferred to the Cave Springs Police Department for their official use. This vehicle was donated to the Bentonville Police Department on September 3, 2002 by AT Systems of Delaware and has been in use by our SWAT Team since that time. The vehicle was donated to us with the understanding that we would transfer it to another police department when we no longer desired to use it. This transfer also requires the written consent of AT Systems (see attached agreement and related Bentonville City Council Meeting Minutes from June 25, 2002), and this written consent has been obtained. (Note: AT Systems is now Garda of Florida.) The transfer of this vehicle will increase officer and citizen safety in our neighboring city and also provide for a legal and responsible disposition of this vehicle which has since been replaced by a federal surplus armored vehicle. Additionally, it is requested that the police department be allowed to retain our current vehicle count and replace this armored vehicle with a department to department asset transfer of a 2005 Chevy extended cab 4x4 long wide bed pickup (1GCEK19VX5E242597), unit # 1630-03, that is scheduled to be replaced this year by the Engineering

Department. This pickup truck would be used to support the SWAT team as a training and equipment hauling vehicle. It would not be subjected to any sort of daily patrol use and would require only minimal repairs to function in the suggested purpose. The transfer of both vehicles would be at no cost to the city.

13. Request that the City Council declare a 2009 Ford Crown Victoria, (2FAHP71VX9X135606), unit 2010-73, as surplus property. This vehicle was totaled in an accident in August 2013 and retained as a parts car after the insurance settlement. Despite significant front end damage, numerous parts have been utilized from the car to help maintain our fleet. With the recent removal of the entire rear axle to repair another police unit, it is no longer practical to retain for this use. It has a current recycler value of between \$300.00 and \$400.00 and upon being surplused can be traded to Fast Auto for approximately \$400.00 in labor costs. This amount can be used to offset labor costs in new vehicle set up and is a responsible and cost saving disposition of the vehicle.
14. Council approval of a bid award, of bid #15-09, in the amount of \$498,727.06 to Technogym, for fitness equipment for the Bentonville Community Center.
15. Request the City Council approve the attached changes to the 2013 Personnel Policy Manual. Text Changes are shown in BOLD print. There are no costs associated with these proposed changes. The changes in "Paid" maternity/sick leave will better align with the current sick leave policy (Chapter 6, Section 6.1.4). The change in eligibility for City health insurance will better align with the new mandates of the Federal Affordable Care Act.