

1. Agenda

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[FEBRUARY 24, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[FEBRUARY 24, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 24, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 24, 2015 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 10, 2015**

AGENDA

1. Recognition for Captain Matt Perkins, Bentonville Fire Department.
2. Planning:
- 2a. **Allan & Stephanie Pinkerton: Rezoning, Southwest 'D' Street, Zoned R-1, Single Family Residential.**

(Pages 6-11)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density, to build their personal home. The properties bordering their lot on the West and South are currently zoned RC-2.

- 2b. **Lance & Andrea Jobe: Rezoning, 706 Southeast 3rd Street, Zoned R-3, Medium Density Residential.**

(Pages 12-17)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-3, Medium Density Residential to R-C2, Central Residential-Moderate Density to allow for reduced setback to enable the construction of four townhouse units.

- 2c. **Charles Hargus: Rezoning, 4806 Town Vu Road, Zoned A-1, Agricultural.**

(Pages 18-23)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential, to comply with parcel size in order to refinance.

- 2d. **Cindy Springs, LLC: Rezoning, Northeast Blake Avenue & Northeast 'C' Street, Zoned R-1, Single Family Residential.**

(Pages 24-29)

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Residential to DE, Downtown Edge to allow for commercial occupancy. The rezoning change is to create adjacency with the parcel to the West, lot 1, Blake Street Addition. This is to allow for the development of both properties as one development.

3. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$100,000.00 to leverage city funds to hire a highly qualified consultant to prepare a new and forward-looking Bentonville Comprehensive Plan. **(Pages 30-38)**
4. City Council approval of artwork to be painted on three storm drains as part of the regional UpStreet Art Program. **(Pages 39-43)**
5. Council approval of Mayor's appointment of Jan Holland to the City of Bentonville Board of Adjustment to fill the unexpired term of Greg Matteri who was recently appointed to the City of Bentonville Planning Commission. Mrs. Holland's term will expire December 31, 2016. See attached application form for additional information. **(Pages 44-46)**
6. Public hearing and ordinance vacating an alley/right-of-way located within the Original Town of Bentonville, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 47-50)**
7. A resolution setting a public hearing for a street right of way vacation requested by Picture Real Estate Development located in Orchard Addition. **(Pages 51-53)**
8. Budget adjustment in the amount of \$1,545.00 to be used for an exterior landscape area to honor and memorialize Chief James H. Allen. The budget adjustment amount is sourced from donated funds and would be placed in our building maintenance account to cover project expenses. **(Pages 54-55)**
9. Budget adjustment in the amount of \$83,400.00 needed to obtain a more compatible New World version relying on Microsoft's .NET framework. See attached Memorandum for a more detailed explanation. **(Pages 56-59)**
10. Request for a waiver of bid to permit the 2015 budgeted purchase of a new Animal Control Body for our replacement ACO vehicle. The Animal Control Body currently in use has been used on two vehicles and has been in service for

more than 12 years. This body is made of fiberglass and has been prone to warping, cracking, and other wear related issues requiring repairs. For this reason, a replacement fiberglass body is not the preferred product. Fiberglass bodies also offer fewer compartment options and, for these reasons as well, does not fit our needs. This waiver of bid would allow us to source an Animal Control Body constructed of 16 GA steel and stainless steel from California Truck Equipment of Downey CA. Our research indicates that such an all steel body is not available from other manufacturers. A completely stainless steel version is available from another manufacturer at a cost of \$49,000.00. The cost of the product related to the waiver of bid request, including matching paint, tax and shipping, is approximately \$20,606.00. The total amount budgeted in 2015 for the replacement ACO truck and truck body is \$49,000.00. The truck itself, a 2015 2WD Ford F250 is on order at a cost of \$23,532.00, leaving funds available for install and set up. Additionally, this Animal Control Body likewise has the potential of being transferred to future vehicles and having a lifespan greater than the one it is replacing. **(Pages 60-61)**

11. Budget adjustment in the amount of \$45,000.00 to be used to replace and equip a patrol vehicle. The vehicle to be replaced was a 2008 Ford Crown Vic (unit 2010-61) totaled in a January 8th, 2015 accident in which another driver turned left in front of our officer's vehicle. The other driver was given the contributing factor for the accident. \$45,000.00 is the 2015 budgeted amount to purchase and equip a police vehicle. Farmers Insurance provided a settlement in the amount of \$19,435.00. This amount (\$19,435.00) will greatly offset the cost to replace and equip the vehicle, requiring \$25,565.00 additional to purchase a new Tahoe and fully equip it, including the in car camera that was damaged in the accident. **(Pages 62-63)**
12. Budget adjustment in the amount of \$19,081.00 to be used to repair the top mounted night scan light tower on the 2004 Pierce Bomb Truck (unit 2010-83). The light tower was damaged in a December 12, 2014 incident while Bomb Squad was responding with lights and sirens to an explosive device call in Gravette. Investigation revealed that cargo shifting inside a storage compartment activated the light tower causing it to extend while in transit. The tower raised and struck utility lines. The budget adjustment amount is sourced from the Arkansas Municipal League settlement related to the accident, \$19,081.00. **(Pages 64-65)**
13. Budget adjustment in the amount of \$2,464.00 to be used to repair the Traffic Unit vehicle, a 2013 Tahoe, unit 2010-26. This vehicle was damaged on January 26th, 2015 when another vehicle pulled out onto the roadway and struck it on the right side. The other driver was given the contributing factor for the accident. The budget adjustment amount is sourced from the Farmers Insurance settlement related to this accident, \$2,464.00. **(Pages 66-67)**
14. Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to Emergency Medical Services (EMS) agreements with the City of Centerton, City of Highfill and unincorporated Benton County. **(Pages 68-76)**
15. Council approval of Mayor McCaslin's recommendation to appoint Kimberly Seay to the Library Advisory Board. (Term expires 12/31/16) **(Pages 77-81)**

16. Approval of a budget adjustment for \$9,200.00 to the Bentonville Public Library accepting donations from private contributions to the Bentonville Library Foundation and a donation from the Friends of the Bentonville Library. The funds are designated to support the library's collections of large print and American art, as well as community center periodicals and fitness materials.
(Pages 82-83)
17. Council approval of a bid award, of bid #15-08, in the amount of \$351,388.00 to Decco Construction, for the construction of the Citizens Park parking lots.
(Pages 84-88)
18. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Flintco, LLC to provide pre-construction management services for the development of City Maintenance Facilities located on SW Airport Road for an amount not to exceed \$95,612.00. Services include construction costs estimating, constructability analysis, value engineering, scheduling, and clash analysis. Flintco will collaborate with Hight-Jackson Associates and their team to prepare construction drawings and associated documents.
(Pages 89-114)
19. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with HDR Engineering, Inc. to perform a comprehensive water, sewer, and electric rate study in an amount not to exceed \$94,180.00. This is a budgeted item.
(Pages 115-135)
20. City Council approval of a resolution establishing procedures concerning City Council meetings.
(Pages 136-138)

**City Council
Planning Agenda
February 24, 2015**

Allan & Stephanie Pinkerton: Rezoning, Southwest 'D' Street, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density, to build their personal home. The properties bordering their lot on the West and South are currently zoned RC-2.

Lance & Andrea Jobe: Rezoning, 706 Southeast 3rd Street, Zoned R-3, Medium Density Residential.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-3, Medium Density Residential to R-C2, Central Residential-Moderate Density to allow for reduced setback to enable the construction of four townhouse units.

Charles Hargus: Rezoning, 4806 Town Vu Road, Zoned A-1, Agricultural.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential, to comply with parcel size in order to refinance.

Cindy Springs, LLC: Rezoning, Northeast Blake Avenue & Northeast 'C' Street, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Residential to DE, Downtown Edge to allow for commercial occupancy. The rezoning change is to create adjacency with the parcel to the West, lot 1, Blake Street Addition. This is to allow for the development of both properties as one development.



PC Meeting of: February 17, 2015

The City of Bentonville, Arkansas

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

**REZONING: Pinkerton (Southwest 'D' Street) R-1, Single Family Residential to R-C2
Central Residential – Moderate Density**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 17, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000001
Applicant/Current Owner: Allan & Stephanie Pinkerton
Representative: Allan & Stephanie Pinkerton
Requested Action: Rezoning
Location: Southwest 'D' Street
Existing Zoning: R-1, Single Family Residential
Proposed Zoning: R-C2, Central Residential – Moderate Density
Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property vacant in a single family residential subdivision.

Previous Rezoning Requests for this Property: There are no known rezonings at this location.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Residence	R-C2, Central Residential – Moderate Density	Downtown Mixed Use Residential
East	Single Family Residence	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Single Family Residence	R-C2, Central Residential – Moderate Density	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

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

LEGAL NOTIFICATIONS

Public Notice: The property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site on **January 15, 2015** and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **January 17, 2015**. In addition, staff posted a notice of public hearing sign on the property on **February 2, 2015**. This **DOES** meet legal notification requirements due to the applicant failing to notify all property owners within 200 feet of said parcel.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The Master Land Use plan depicts this property as Downtown Mixed Use Residential. The Downtown Mixed Use Classification permits a range of residential types and densities surrounding the downtown core. Per the General Plan, Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both the Master Land Use plan and the General Plan therefore the request is consistent with good land use planning.

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

Finding(s) of Staff: The proposed development will not create an increase to traffic danger in the area.

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

Finding(s) of Staff: The proposed zoning will not adversely impact the public infrastructure. Emergency services are adequate at this location.

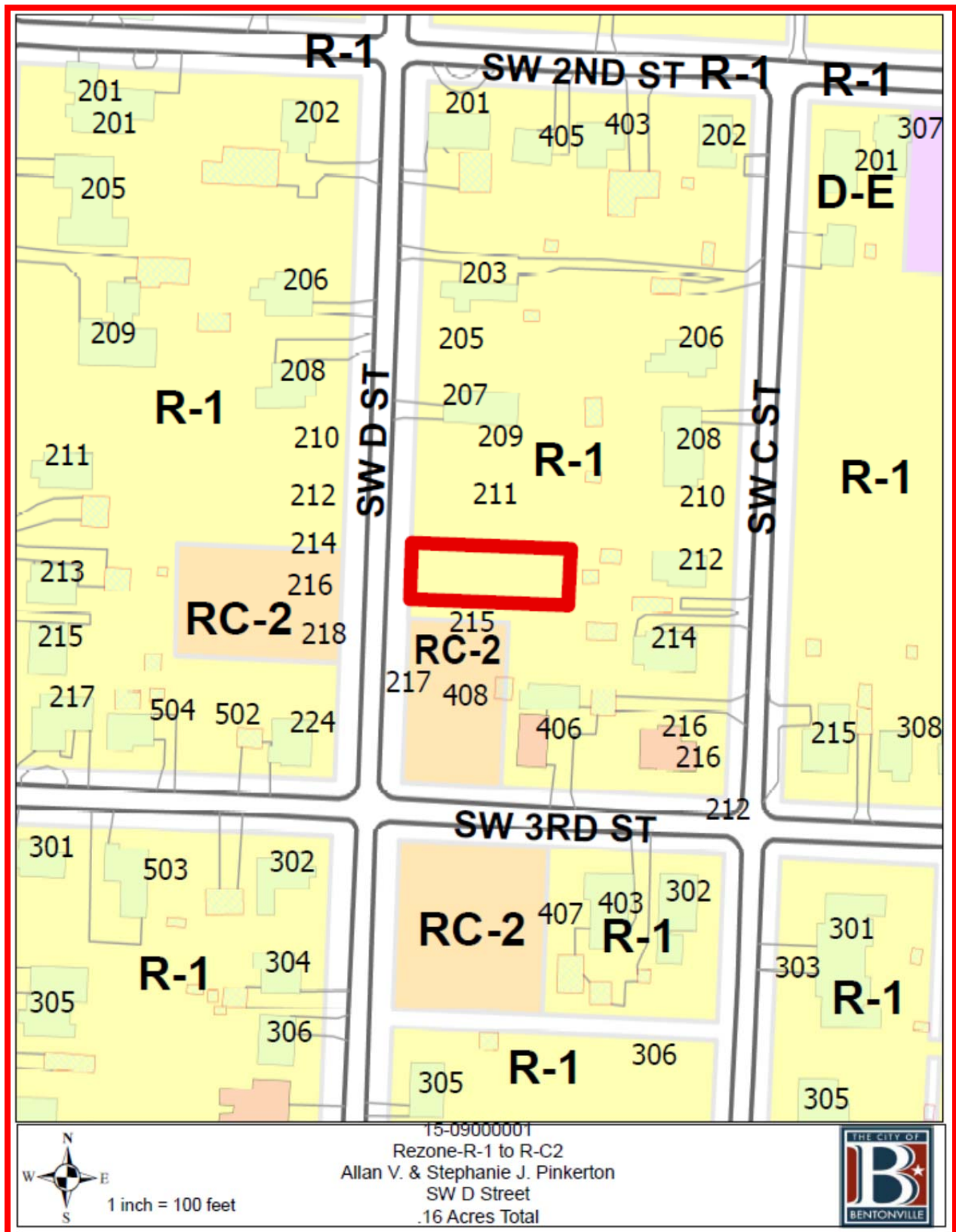
ANALYSIS, CONCLUSION, & SUMMARY

The RC-2 zoning district will help to establish moderate residential density in downtown that will provide a choice of housing types for a variety of lifestyles and economic levels and encourage urban design while providing consistent housing types with adjoining property.

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1 Single Family Residential to RC-2, Moderate Density Residential**.



3103 SW Waterleaf
Bentonville, AR 72712

January 9, 2015

We currently own the property located at 213 SW D Street, Bentonville, Arkansas. The property is currently zoned as R-1. Our proposed rezoning for the property would be RC-2.

We are excited about the revitalization taking place in the downtown Bentonville area. We love the quaint style homes with porches located within walking distance of the restaurants and shops on the Bentonville Square. We request a rezoning in order to make better use of the entire property by taking advantage of the regulations and requirements associated with the RC-2 zoning.

Our plan is to build our personal home on the lot. Our house will be of similar size and style as the other existing residential homes in the area. The properties directly bordering our lot to the West and South are currently zoned as RC-2.

Water and sewer utilities are currently available on SW D Street. The alley to the south of the property is partially paved. We plan to complete the paving to allow access to a rear entry garage.

Thank you.


Allan & Stephanie Pinkerton

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-C2, CENTRAL RESIDENTIAL-MODERATE DENSITY.

WHEREAS, Allan and Stephanie Pinkerton, 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 R-C2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 18, Block 3 in Clark's 2nd Addition to the City of Bentonville, Benton County, Arkansas, as shown in Deed Record Book 'Q' at page 502.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 17th 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 R-C2 property;

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 R-C2 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 17, 2015

The City of Bentonville, Arkansas

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

REZONING: Jobe (R-3, Medium Density Residential to R-C2, Central Residential – Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 17, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000002

Applicant/Current Owner: Lance & Andrea Jobe

Representative: Joseph Thompson

Requested Action: Rezoning

Location: 706 Southeast 3rd Street

Existing Zoning: R-3, Medium Density Residential

Proposed Zoning: R-C2, Central Residential – Moderate Density

Future Land Use Map Designation: Medium Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the site of a single family dwelling in a medium density residential area.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Dwellings	R-C2, Central Residential – Moderate Density	Medium Density Residential
East	Single Family Dwelling	R-1, Single Family Residential	Medium Density Residential
West	Single Family Dwelling	R-3, Medium Density Residential	Medium Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southeast 3 rd Street	Collector	2 lane asphalt - Good
South	-	-	-
East	Southeast 'G' Street	Local	2 lane asphalt - Good
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **January 14, 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 17, 2015**. In addition, staff posted a notice of public hearing sign on the property on **February 2, 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-15 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 the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

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

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.

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

Finding(s) of Staff: The proposed zoning will not adversely impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

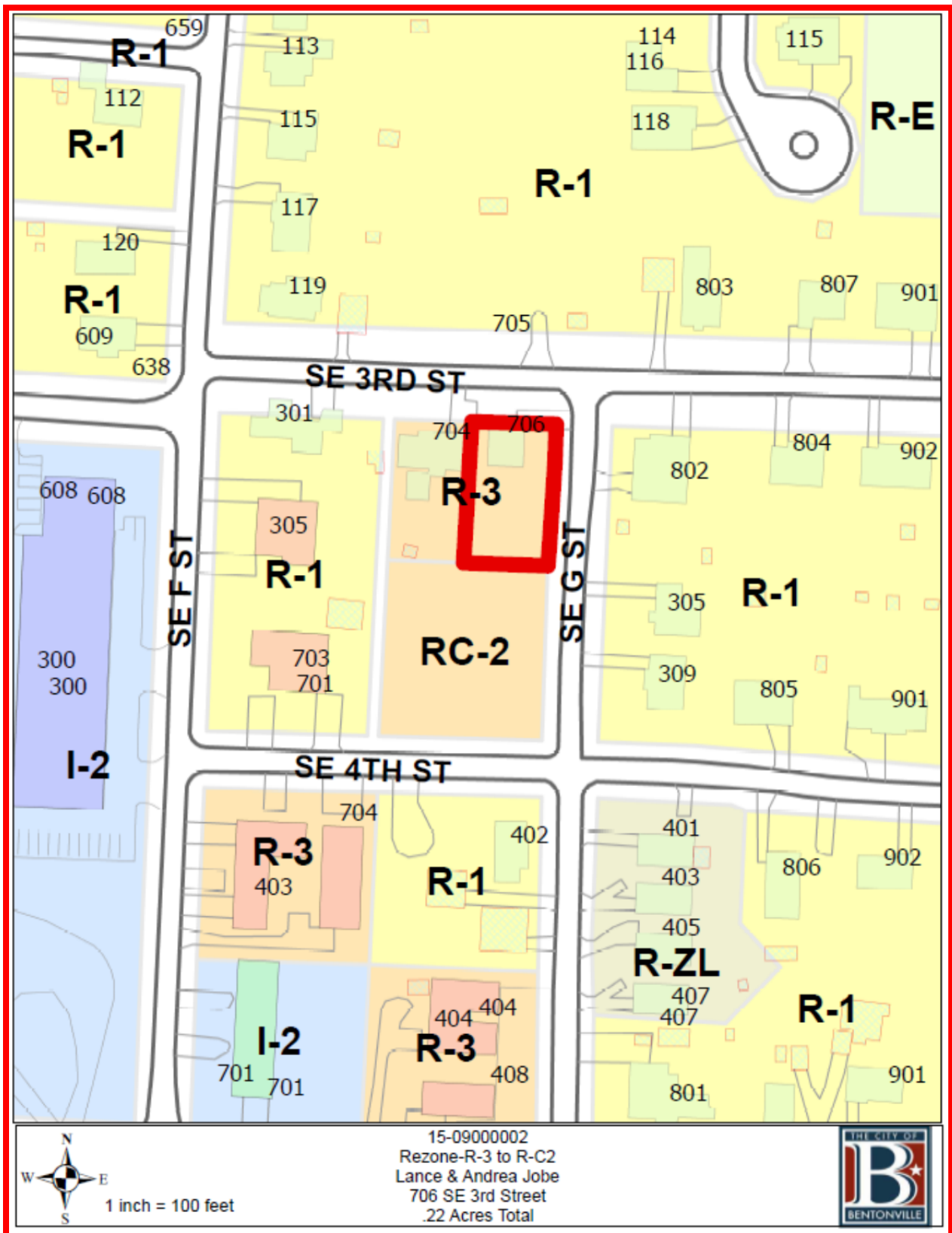
ANALYSIS, CONCLUSION, & SUMMARY

The RC-2 zoning district will increase density to the downtown while providing consistent housing types with adjoining property. The additional density will further increase the validity of downtown businesses without adversely impacting city infrastructure.

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-3, Medium Density Residential** to **RC-2, Central Residential – Moderate Density**.



Proposed Rezoning: 706 SE 3rd Street, Bentonville, AR

Joseph F. Thompson

The current zoning for the parcel is R-3 medium density residential.

My request is to change the zoning to R-C2 medium density residential to allow for reduced setback to enable the construction of four townhouse units. There would be no more units than allowed under current zoning; however, the proposed would be built for owner-occupancy rather than rental units. The proposed units will range from 1700 to 2000 square feet with rear loaded garages.

The property would be compatible with the surrounding properties which consist of single-family, multifamily, and industrial.

Traffic should not be an issue because the number of proposed units is no more than could be built under current zoning.

I will request to have a temporary four by eight foot sign for marketing the units.

All utilities are available to the sight and sidewalks will be added to the property.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-C2, CENTRAL RESIDENTIAL-MODERATE DENSITY.

WHEREAS, Lance and Andrea Jobe, 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 R-C2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

A strip of land of equal width 75 feet wide squarely off the East side of Lot 2, Block 1, Young's Addition to the City of Bentonville, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 17th 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 R-C2 property;

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 R-C2 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 17, 2015

The City of Bentonville, Arkansas

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

REZONING: Hargus (A-1, Agricultural to R-1, Single Family Residential)
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 17, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000003

Applicant/Current Owner: Charles Hargus

Representative: Charles Hargus

Requested Action: Rezoning

Location: 4806 Town Vu Road

Existing Zoning: A-1, Agricultural

Proposed Zoning: R-1, Single Family Residential

Future Land Use Map Designation: Residential Estate

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently an occupied single family home in a developing residential area.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant Agricultural Land	A-1, Agricultural	Residential Estate
South	Single Family Home	A-1, Agricultural	Residential Estate
East	Vacant Agricultural Land	A-1, Agricultural	Residential Estate
West	Vacant Agricultural Land	A-1, Agricultural	Residential Estate

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Town Vu Road	Collector	Unimproved 2 lane asphalt
East	-	-	-
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **January 6, 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 Edition on **January 17, 2015**. In addition, staff posted a notice of public hearing sign on the property on **February 2, 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: Policy LU-23 Housing Types within the General Plan states “the City should encourage the development of a mix of housing types to the meet the needs of residents...”. The rezoning request is consistent with good land use planning and the general plan and will meet the intent of the policy while allowing the property owner the ability to refinance his home.

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

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.

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

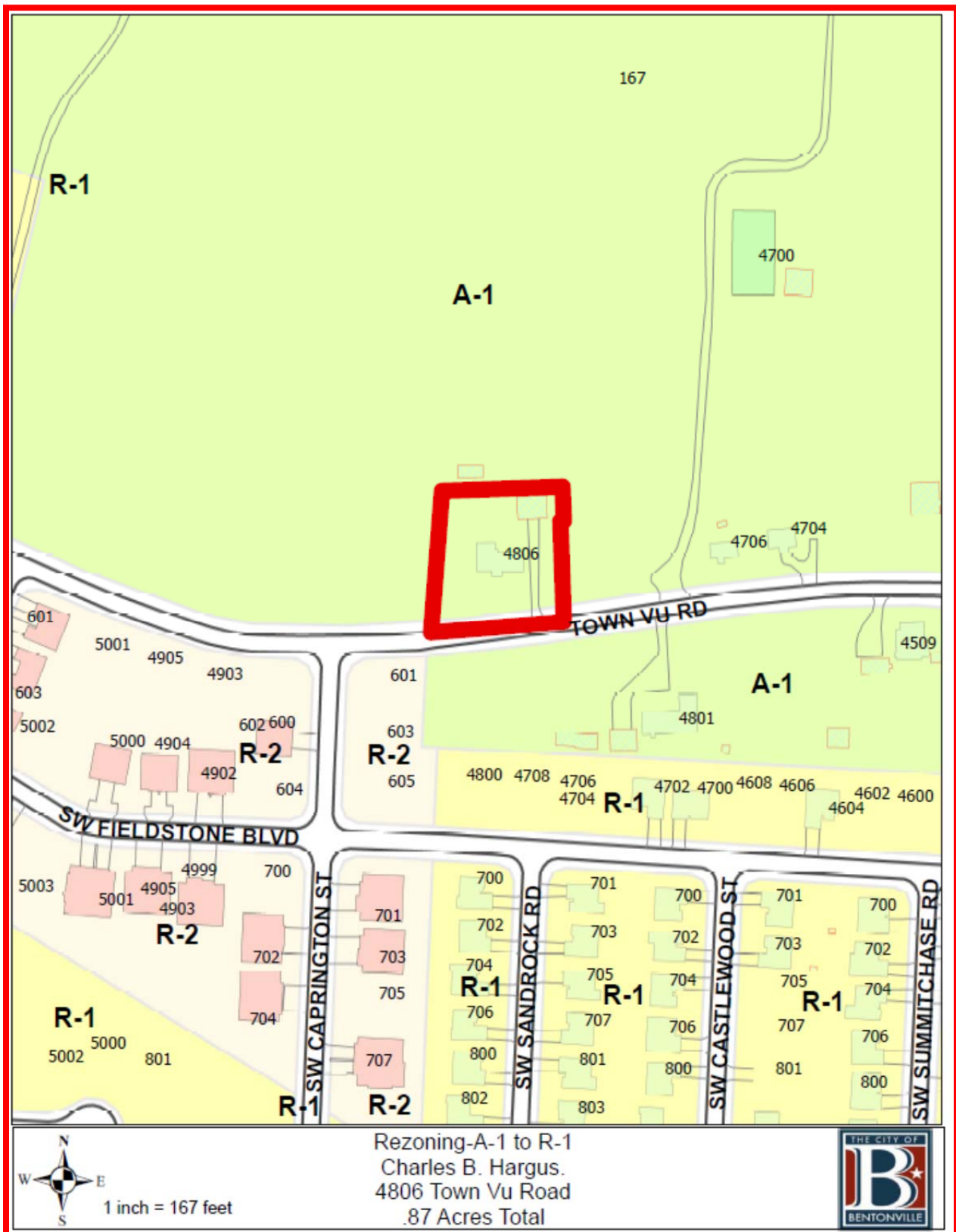
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water is available at this location, however sewer is not available at this time. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville’s Future Land Use Map, which depicts this property as Residential Estate.

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 **R-1, Single Family Residential**.



5. Narrative

Current zoning designation-A-1, Agricultural

Proposed zoning designation- R-1, Single Family Residential

Explanation- Proposed change in zoning to comply with parcel size of .89 acre.

Current Owner-Charles B. and Jacque L. Hargus

Reason for change- Refinance of mortgage loan.

Property as related to surrounding properties will not change use, traffic, signage or appearance.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-1, SINGLE FAMILY RESIDENTIAL.

WHEREAS, Charles Hargus, 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 R-1 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

4806 SW Town Vu Road, Bentonville, Arkansas, 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 17th 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 R-1 property;

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 R-1 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 17, 2015

The City of Bentonville, Arkansas

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

**REZONING: Cindy Springs, LLC (R-1, Single Family Residential to DE, Downtown Edge)
Current Planning Division Correspondence: Planning Commission Staff Report**

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: February 17, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000004

Applicant/Current Owner: Cindy Springs, LLC

Representative: Jordan Garner

Requested Action: Rezoning

Location: Northeast Blake Avenue & Northeast 'C' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: DE, Downtown Edge

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant parcel near in a transition area near the downtown square.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwellings	R-1, Single Family	Downtown Mixed Use Residential
South	Commercial Offices	DE, Downtown Edge	Downtown Mixed Use Residential
East	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Single Family Dwelling	DE, Downtown Edge	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Northeast 3 rd Street	Local	Two lane asphalt - unimproved
South	Northeast Blake Street	Local	Two lane asphalt - unimproved
East	Northeast 'C' Street	Local	Two lane asphalt - unimproved
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **January 22, 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 Edition on **January 17, 2015**. In addition, staff posted a notice of public hearing sign on the property on **February 2, 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 property is currently designated as downtown mixed use residential. The D-E, Downtown Edge zoning classification is a recommended zoning for the designation. The Downtown edge zoning will act as a good transition zone between the high density mixed use to the south and west and the single family residential to the north and east.

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

Finding(s) of Staff: The D-E zoning classification will not cause an undesirable condition to the existing traffic situation. Street improvement and traffic flows will be assessed at time of Large Scale Development

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

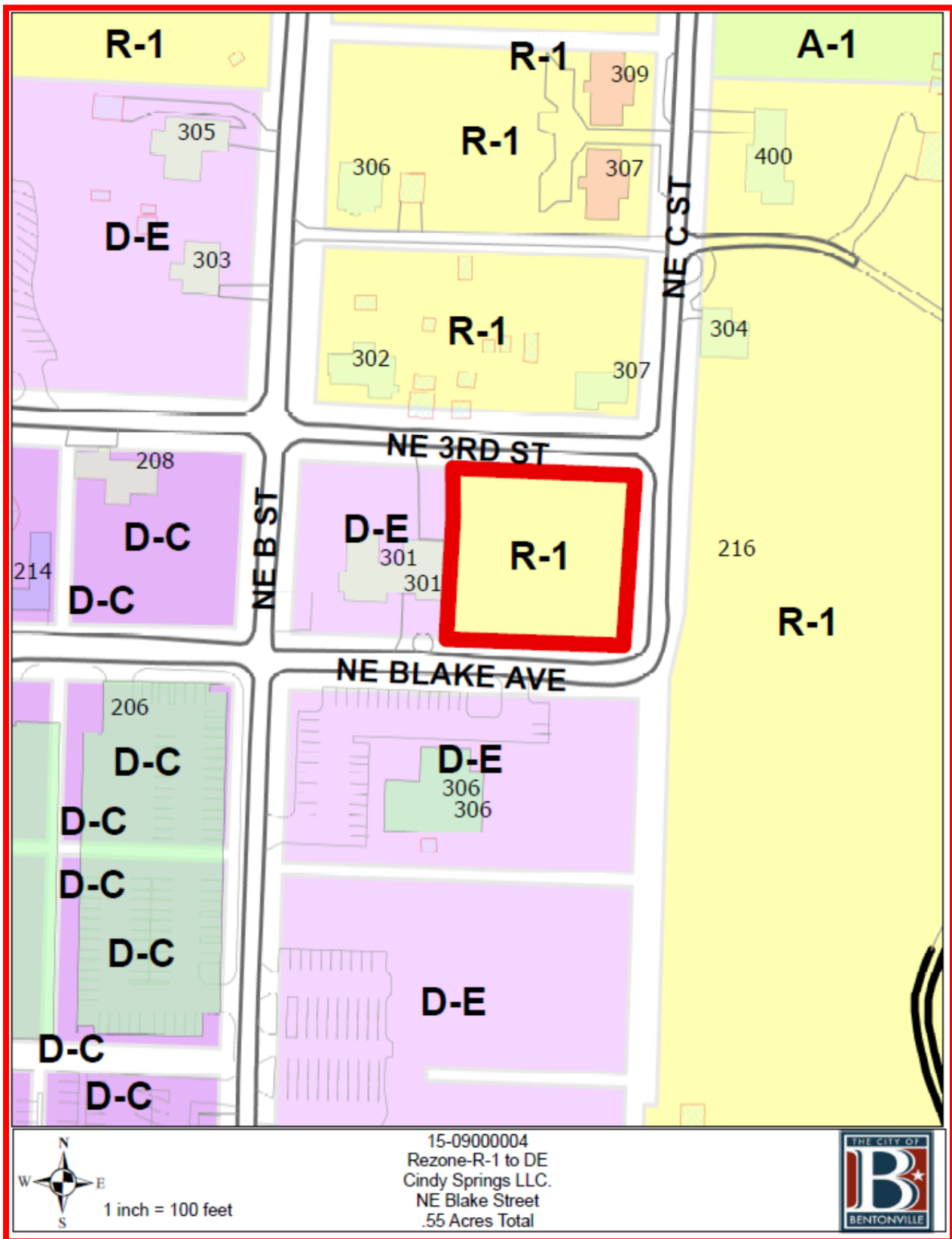
Finding(s) of Staff: The proposed zoning will not adversely affect infrastructure in the area. Water and sewer availability and capacity are adequate at this location. Emergency services are also adequate in the area.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential. The D-E Downtown Edge zoning designation will allow a mix of retail, office and residential within the city's core while allowing additional density to support such uses. The mix of uses within the Downtown Edge designation will reduce traffic congestion by allowing residents to work and shop within and close proximity to their neighborhood.

STAFF RECOMMENDATION

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



Rezoning Request Narrative

305 NE Blake Street

Parcel No. 01-08561-00

Currently zoned: Single Family Residential (R-1)

Proposed zoning designation: Downtown Edge (DE)

This proposed zoning change is to allow for commercial occupancy. The current owner is Cindy Springs, LLC P.O. Box 1860, Bentonville, AR 72712. There are no proposed sales.

Reason: The reason for rezoning change is to create adjacency with the parcel to the West, Lot 1, Blake Street Addition. This is to allow for the development of both properties as one development.

Relation to surrounding properties: The adjoining lot to the West, within the same block as the current request, is currently zoned Downtown Edge (DE), as is the South side of the southern street perimeter, NE Blake Street. The property to the East of NE C Street (the Eastern perimeter of the lot) and the property to the North are zoned Single Family Residential (R-1).

Use: The use is requested to be Downtown Mix Use.

Traffic: Traffic count reports for the dates Aug 18-24, 2014 for the 3rd Street block, the northern perimeter, and the NE Blake Street block, the southern perimeter seen below:

3rd Street week average: 72 vehicles

NE Blake Street week average: 69 vehicles

Signage: There is currently no signage on the parcel. There is only street name signage and one stop sign (#1 listed below) on the perimeter streets of the parcel. Within the Blake Street Addition block there are 5 stop sign locations. The stop sign locations are:

- 1) 1 stop sign on the corner of NE 3rd Street and NE C Street, facing East.
- 2) 2 stops signs on the corner of NE 3rd Street and NE B Street, facing North and South
- 3) 2 stop signs on the corner of NE Blake Street and NE B Street, facing North and South

Appearance: Currently the appearance of the parcel is without build. It is also without street improvements and no side walk. There are mature trees along the southern and northern perimeters. There is a runoff drainage ditch along the eastern perimeter.

Water and Sewer: There is a 2" water line along the eastern perimeter (NE C Street) of the parcel. There is at 12"+ sewer line along both the eastern perimeter (NE C Street) and the southern perimeter (NE Blake Street) of the parcel.

ORDINANCE NO. _____

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

WHEREAS, Cindy Springs, 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 DE property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 2, Blake Addition, Bentonville, AR, Plat Record P2-392.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 17th 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 DE property;

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

Section 1: That the above described real property is hereby changed from its present classification to DE 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Troy Galloway

Department Community & Econ. Dev.

Phone 271-3126

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$100,000 to leverage city funds to hire a highly qualified consultant to prepare a new and forward-looking Bentonville Comprehensive Plan.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	100,000
Funds Expended to Date		-
Remaining Budget		100,000
Budget Adjustment		100,000
Remaining After Adjustment	\$	200,000

Department Head

13 Feb 15
Date

Staff Attorney

2/19/15
Date

Purchasing Agent

2/19/15
Date

Mayor

2/19/15
Date

Finance Director

2/19/15
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





Date of Request: February 24, 2015

Justification:

Revised 5/1/07

PLEASE RECYCLE



MEMO



TO: City Council
FROM: Troy Galloway, AICP, Community & Economic Development Director
DATE: February 24, 2014
RE: *Accept Grant from Walton Family Foundation*

REQUEST

Community and Economic Development Staff are requesting City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$100,000 to leverage city funds to hire a highly qualified consultant to prepare a new and forward-looking Bentonville Comprehensive Plan.

PROJECT SUMMARY

Arkansas State Statute requires a city to have an adopted comprehensive plan prior to adopting a zoning ordinance and affiliated development requirements. The City of Bentonville adopted a plan in 2000 to guide development over a five-year planning period (2001-2005) with a major update in 2007.

The current plan has served Bentonville adequately over the past seven years. We have amended the zoning code in a piece-meal fashion to accommodate policies and recommendations in the plan. However, since the plan was adopted, Bentonville has undergone transformative changes.

For Bentonville to be the world class city we know it can be, a world class Comprehensive Plan is imperative. The plan must be creative, innovative, and cutting edge to address the issues that are unique to Bentonville.

BUDGET

Research suggests that the cost of a quality comprehensive plan is in the range of \$300,000 to \$500,000. The city budgeted \$100,000 in 2015 to procure a qualified urban planning consultant.

To leverage these funds, staff applied for a grant to the Walton Family Foundation. On January 19, 2015, we were notified that the application was approved in the amount of \$200,000 (\$100,000 in 2015 and \$100,000 in 2016). Award letter with terms and conditions are attached.

The
WALTON FAMILY
FOUNDATION

| P.O. Box 2030 | Bentonville | AR 72712-2030

January 19, 2015

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2014-1575

Dear Mayor McCaslin,

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a two-year grant in the amount of up to \$200,000.00 to the City of Bentonville (the "Grantee"). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to leverage city funds to hire a highly qualified consultant to prepare a new and forward-looking Bentonville Comprehensive Plan. This grant is more fully described in Grantee's proposal dated November 4, 2014. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: Up to Two Hundred Thousand Dollars (\$200,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$100,000.00	Upon completion of a signed grant agreement
#2	\$100,000.00	1/29/2016

3. **Payable:** Initial installment of up to \$100,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

Installment two of up to \$100,000.00 shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5) below and other information the Foundation may gather as well as receipt of documentation showing the City of Bentonville has secured \$200,000.00 in municipal funds to support this grant. All payment requests need to be received by 1/15/16 to be eligible for payment.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

P.479.464.1570 | F.479.464.1580 | www.walltonfamilyfoundation.org

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
12/1/2015	Financial and Narrative
12/30/2016	Final report

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2014-1575 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to

Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (ii) Grantee fails to comply with the terms of this letter; or
- (iii) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

Without waiving immunity pursuant to law
8. **Release and Indemnity:** ~~Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.~~

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

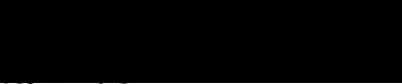
10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2014-1575 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by February 15, 2015, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,



Buddy D. Philpot
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Bob McCaslin (Date)
City of Bentonville

**Appendix A: City of Bentonville
Bentonville Comprehensive Plan**

Who is doing what?	By When?	Measured By?
A planning team of highly qualified, experienced and skilled planning professionals will guide the city through an innovative public planning process.		
Outputs		
The City of Bentonville will contract with a highly qualified planning firm with experience in smart growth and new urbanism.	07/01/2015	Signed contract with the selected consultant
The consultant and city staff will produce a final scope of work, public engagement plan, and project schedule.	08/01/2015	Written descriptions of the final scope of work, public engagement plan and project schedule provided in electronic format by the consultant to the city.
A planning team that consists of the consulting firm, planning staff, key city department managers (including Planning, Engineering, Transportation, Parks, Electric, Public Utilities, Police and Fire), two city council members, two planning commissioners, civic leaders and key stakeholders will be named to lead the planning process.	08/28/2015	The names and capacities of planning team members will be recorded in project records.
The planning team will hold an initial meeting by September 18, 2015 and at least 5 additional meetings during the planning process.	09/18/2015	Documented by meeting minutes.
Outcomes		
The Mayor and all City Council members will participate in at least one public input session during the planning process.	09/01/2015-12/31/2016	Session sign-in sheets
At least 3,200 participants (~8% of the city population) will engage in the planning process by attending public forums and input sessions, completing surveys, or providing feedback via digital or social media platforms.	09/01/2015-12/31/2016	Program files will reflect the dates and locations of meetings or events, attendance records, who provided feedback and by what method it was provided.
An illustrated, visually appealing and functional new Bentonville Comprehensive Plan will be proposed to serve as a blueprint to guide Bentonville development and growth over the next 20 years.		
Outputs		
The consultant will create two specific planning maps for land use and transportation that provide a long-term guide for development.	12/31/2016	Program files will reflect the publishing of the maps and their availability for review.
The consultant will provide the full Bentonville Comprehensive Plan, which will include planning and development policies, guidelines for using the plan in development reviewing and capital improvement planning, and a strategic implementation plan with a timeline, cost	12/31/2016	Program files will reflect the publishing of the full plan and its availability to the public at various information forums, including city council or planning commission meetings.

estimates, funding recommendations and roles and responsibilities.		
Within 30 days of the plan's completion, city administrative support for the plan will be expressed	1/31/2017	The City will show its support for the implementation of the comprehensive plan as evidenced by a letter from the Mayor stating administrative support for the principles and action steps outlined in the plan.
Outcomes		
At least 320 stakeholders and/or community organizations (i.e. school district, Chamber of Commerce, Crystal Bridges, DBI, individual citizens) have gone on record in support of the plan by speaking during public hearings/meetings or providing written endorsement in support of the plan	1/31/2017	Program files



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2014

Submitted by: Troy Galloway

Department Planning

Phone 271-3126

ACTION REQUIRED:

City Council approval of artwork to be painted on three storm drains as part of the regional UpStreat Art Program.

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 TG

Date 2/19/15

Staff Attorney CT

Date 2/19/15

Purchasing Agent RM

Date 2/19/15

Mayor IBM

Date 2/19/15

Finance Director RM

Date 2/19/15

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

From: Troy Galloway, AICP, Community & Economic Development Director on behalf of the Public Arts Advisory Committee: Dayton Castleman, Becky McCoy, Randy Townzen and Tom Hoehn, Chad Alligood

Date: February 24, 2015

RE: Recommended UpStream Artwork

City Council approval of artwork to be painted on three storm drains as part of the regional UpStream Art Program.

The UpStream Art Program is an educational program utilizing art to communicate the function and importance of storm drains. UpStream Art gives artists the opportunity to express themselves with semi-permanent public art in the form of a small-scale outdoor storm drain mural. The purpose is to draw attention to the usually discreet concrete and iron infrastructure with the hope that observers stop and think about where the water flows after it enters the storm drain. The program is administered by the University of Arkansas, Division of Agriculture, Research and Extension service.

For the 2015 program, Bentonville has three storm drains out of 11 in the Northwest Arkansas region. A total of 91 art submittals were received for these 11 sites. In conjunction with the UpStream Art selection committee, the Bentonville Public Arts Advisory Committee is recommending the attached artwork for the three drain sites.

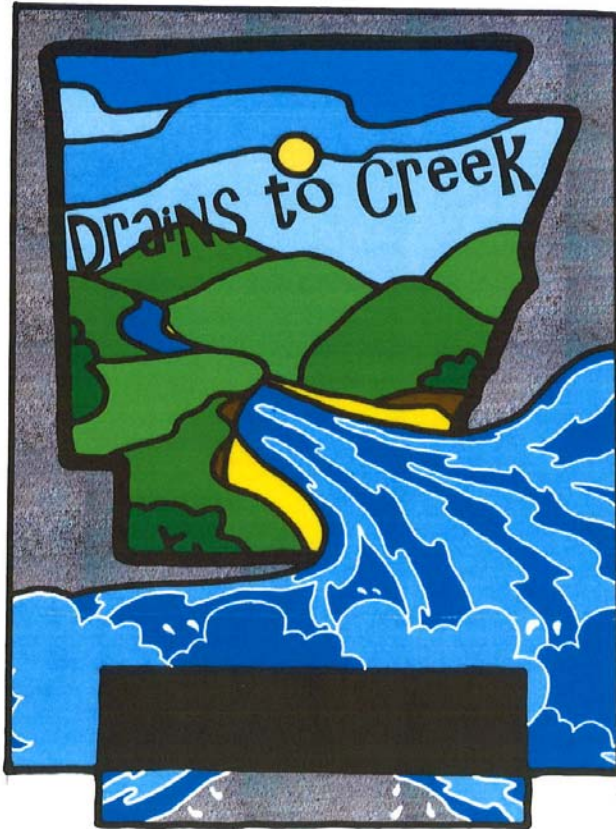


The Bentonville Public Art Policy requires City Council approval of all artwork to be installed on city owned or maintained property.



NW 2nd Street
21C Museum Hotel

24



The main focus of this work was to draw attention to the importance of Arkansas' rivers and waterways, while maintaining a simplistic design. The use of one large flowing body of water signifies that all creeks and streams, no matter the size, are important for maintaining the overall health of Arkansas waterways. The simple image and bold colors are meant to catch the viewer's eye, allowing for an important message to be understood by people of all ages.



SE 2nd Street Public Parking Lot

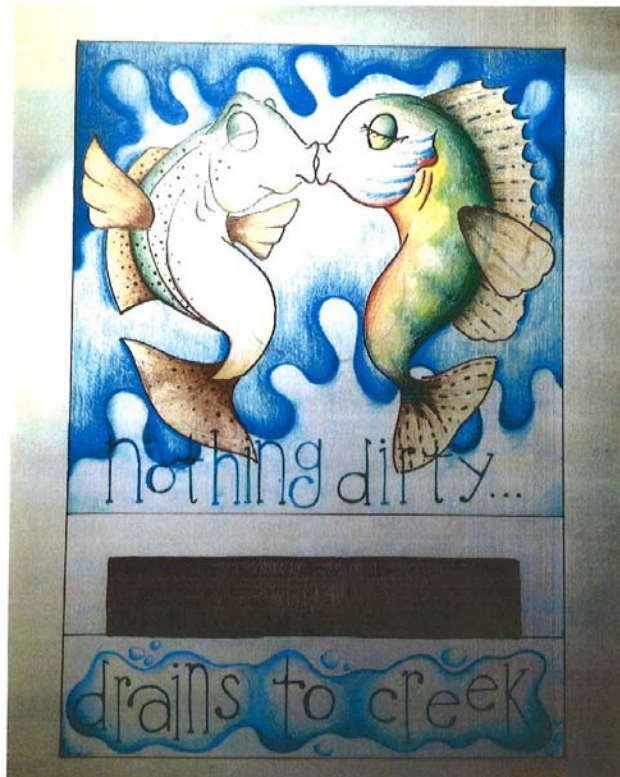


design idea with your name to this application. Please write a brief description of your piece:

Artist Inspired Goldfish splashing out of a creek/pond, showing a heavy tree'd background to signify Arkansas Natural landscape. I've always had an attachment to goldfish. I used to think they came from creeks so I would always clean them when I went to the park as a kid. I'd love to carry over some of that fantasy to our local flora.



**NW 2nd Street
Public Parking Lot**



The fish are a rainbow trout and a red-ear sunfish. They are kissing with the words "nothing dirty". It is sort of a play on the idea that a little kiss is quite innocent and that they're happy because nothing dirty has entered their stream. Also, it is meant to impart on the reader that they should refrain from putting anything dirty into the drain so that the streams remain clean. I picked the two fish because they are found in the area. I wanted to include colorful fish for aesthetic reasons but also fish that can actually be found here in northwest Arkansas.

I wanted to also note that I had considered changing the color of the lettering to maybe reds and/or oranges so that it would stand out a bit more. *And willing to change words to "Keep it Clean"*



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Troy Galloway

Department: Community and Econ Dev

Phone: 479-531-4894

ACTION REQUIRED:

Council approval of Mayor appointment of Jan Holland to the City of Bentonville Board of Adjustment to fill the unexpired term of Greg Matteri who was recently appointed to the City of Bentonville Planning Commission. Mrs. Holland's term will expire December 31, 2016. See attached Application Form for additional information.

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: [Signature] Date: 2/19/15

Purchasing Agent: [Signature] Date: [Blank]

Finance Director: [Signature] Date: 2/19/15

Staff Attorney: [Signature] Date: 2/19/15

Mayor: [Signature] Date: 2/19/15

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





January 19, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Jan Holland to the City of Bentonville's Board of Adjustment.

I recommend Jan Holland for appointment to the City of Bentonville's Board of Adjustment filling Greg Matteri's unexpired term.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

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

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

I have been a licensed Realtor in our area for over 12 years and during that time, sold \$80million in real estate. I am also a native of Bentonville, and have watched our small town explode in growth. I am proud to call it home, and enjoy helping others make it their home too. I have assisted many families through the years in relocating to our area and do not see it slowing down anytime soon. I feel these two attributes qualify me to be on the board. With my professional experience in our local real estate market and my hometown roots, I have the best interest in our community and to those families that live and that I help move here. It would be my honor to serve on this board.

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

I enjoy serving and giving back. I feel my professional experience in real estate plus the love of my hometown would help contribute in the decisions of our rapid growth and the continuation of moving in the right direction. I would like to see Bentonville keep its hometown charm yet be able to continue to blossom into a vibrant up and coming city. I feel I can help with those decisions and would like to be considered for this position on the board.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-3166

ACTION REQUIRED:

An ordinance vacating an alley/right of way located within the Original Town of Bentonville, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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

2-11-15
Date

Purchasing Agent

Date

Finance Director

2/19/15
Date

Staff Attorney

2/19/15
Date

Mayor

2/19/15
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



ORDINANCE NO _____

**AN ORDINANCE VACATING AN ALLEY/RIGHT OF WAY LOCATED WITHIN
ORIGINAL TOWN OF BENTONVILLE, TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS.**

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

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

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

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

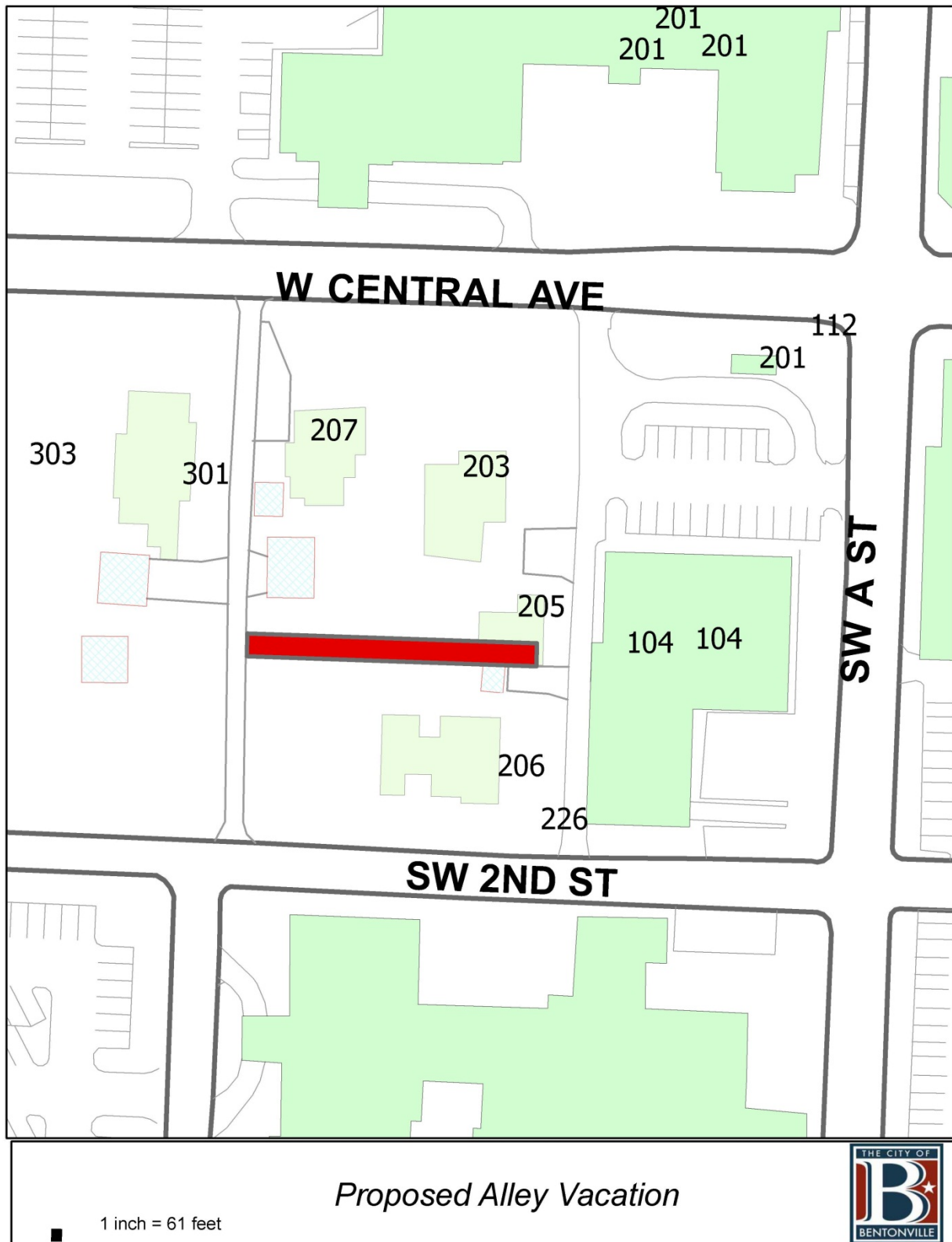
Commencing at the SW Corner of Lot 137; thence north 01°42'26" east 89.09 feet to the point of beginning, thence north 01°42'26" east 12.00 feet; thence south 88°09'32" east 79.96 feet; thence south 01°47'50" west 12.00 feet; thence north 88°09'32" west 79.94 feet to the point of beginning, containing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

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2015, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville, Ark.**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Ben Peters

Department Engineering

Phone 479-271-3166

ACTION REQUIRED:

A resolution setting a public hearing for a street right of way vacation requested by picture Real Estate Development located in Orchard Addition.

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 2-9-15 Date

Purchasing Agent Date

Finance Director 2/19/15 Date

Staff Attorney 2/19/15 Date

Mayor 2/19/15 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 picture Real Estate Development, requesting that the following street right of way within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A 4 feet wide strip of land lying adjacent to and west of Lots 2, 3, 6, 7, 10 of Block J of Orchard Addition to the City of Bentonville, AR as shown in Plat Book Q, Page 258 in the Office of the Circuit Clerk in Benton County, AR, being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 2; Thence N87°36'39"W along the westerly extension of the north line of said Lot 2, a distance of 4.00 feet; Thence S02°13'27"W, a distance of 248.73 feet; Thence S87°44'21"E along the westerly extension of the south line of said Lot 10, a distance of 4.00 feet to the SW corner of said Lot 10; Thence N02°13'27"E along the west line of said Lots 2, 3, 6, 7, & 10, a distance of 248.73 feet to the Point of Beginning and containing 0.02 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described street right of way is set for hearing on March 10, 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 #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$1,545.00 to be used for an exterior landscape area to honor and memorialize Chief James H. Allen. The budget adjustment amount is sourced from donated funds and would be placed in our building maintenance account to cover project expenses.

COST TO CITY:

Cost of this Request:

W

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

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







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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$83,400.00 needed to obtain a more compatible New World version relying on Microsoft's .NET framework. See attached Memorandum for a more detailed explanation.

COST TO CITY:

Cost of this Request: \$83,400

W

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

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





Date of Request: February 24, 2015

[illegible]

Justification:

Software upgrade necessary to obtain a more compatible New World Systems version that operates on Microsoft's .NET framework.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE



MEMORANDUM

TO: Chief Jon Simpson
FROM: Captain John Hubbard
DATE: Wednesday 2/11/2015
REF: New World software upgrade

The City of Bentonville uses New World Systems as our software vendor for the police and fire department's mobile, computer aided dispatch (CAD), and police records management software (RMS). New World is a Microsoft partner. We currently use New World Systems' Microsoft Platform (MSP).

As we all have experienced, one company changing how they write their software (Microsoft as an example) can cause many other software applications to force changes in their software as well as creating additional challenges for a computer's hardware (such as processor speeds, video card capabilities, storage, amounts of RAM, etc.).

An example is when we first signed on with New World (December 2008), the city used one of Microsoft's more popular operating systems, Microsoft XP. This software worked well with New World Systems. However, this is one small piece of the puzzle for Microsoft based applications like New World Systems. Also incorporated within New World's software is custom interfaces to allow New World's CAD to operate Priority Dispatch's PRO-QA software, which is used by our dispatcher center to assist our citizens and ask standardize questions to provide our fire department's paramedics with information related to ambulance responses prior to arriving at the emergency. Another interface, also extremely important, is related to the ESRI mapping software used in our dispatch center and by fire fighters, EMS, and police officers while responding to emergencies by assisting with the fastest routes or the closest apparatus or unit to a citizen's emergency, or possibly locating an injured officer (ESRI software also used by our GIS department).

The ever-changing technology world has created challenges to New World to keep their software and interfaces current as well as compatible with Microsoft. These technology changes is causing New World to abruptly and unexpectedly abandon development of their software using MSP platform (not complete support at this time) that we have invested in heavily and will no longer keep their software viable with Microsoft's deeply embedded use of their .NET framework.

.NET Framework, initially introduced by Microsoft approximately 13 years ago, is a programming infrastructure for writing, and running new software applications. .NET

Framework has superior memory management and uses the Common Language Runtime, which results in better performance and supports multiple programming languages allowing developers to write a class in the best language for the intended purpose. Microsoft has maintained limited support for legacy applications where developers and/or customers are slow to adopt new standards, however, that support continues to shrink with each passing year. Microsoft has put considerable resources behind .NET Framework and its continued improvement suggesting that the technology will remain for some time.

Common programs such as Internet Explorer, Apple iTunes, and Windows itself have been updated to a .NET Framework compatible codebase. .NET Framework is still young compared to its predecessors that had to be compiled to machine code before execution. That style of development involved different compilers for each programming language and most of those languages were developed in the days of Microsoft DOS (Disk Operating System). Only when Microsoft released Windows did they add Visual compatibility to the existing text based capabilities of those languages. (Click here for .NET Framework Versions and Dependencies related to Microsoft operating systems; [https://msdn.microsoft.com/en-us/library/bb822049\(v=vs.110\).aspx](https://msdn.microsoft.com/en-us/library/bb822049(v=vs.110).aspx))

This unexpected abandonment means New World has switched gears for development purposes and will no longer develop their newer MSP platform version 11 that we have invested in and prepared for since 2012 to eliminate many compatibility and operating problems in our current New World version 10.0 and testing version 10.2; note: both versions have many bugs, flaws, and interface compatibility issues that we have not experienced in New World's previous versions. These problems have created an unexpected challenge and request needed to obtain a more compatible New World version relying on Microsoft's .NET framework operating systems and technology and New World development up to 2023 (based on current New World development information and Microsoft current operating systems at this time <http://windows.microsoft.com/en-us/windows/lifecycle>).



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to permit the 2015 budgeted purchase of a new Animal Control Body for our replacement ACO vehicle. The Animal Control Body currently in use has been used on two vehicles and has been in service for more than 12 years. This body is made of fiberglass and has been prone to warping, cracking, and other wear related issues requiring repairs. For this reason, a replacement fiberglass body is not the preferred product. Fiberglass bodies also offer fewer compartment options and, for these reasons as well, does not fit our needs. This waiver of bid would allow us to source an Animal Control Body constructed of 16 GA steel and stainless steel from California Truck Equipment of Downey CA. Our research indicates that such an all steel body is not available from other manufacturers. A completely stainless steel version is available from another manufacturer at a cost of \$49,000.00. The cost of the product related to the waiver of bid request, including matching paint, tax and shipping, is approximately \$20,606.00. The total amount budgeted in 2015 for the replacement ACO truck and truck body is \$49,000.00. The truck itself, a 2015 2WD Ford F250 is on order at a cost of \$23,532.00, leaving funds available for install and set up. Additionally, this Animal Control Body likewise has the potential of being transferred to future vehicles and having a lifespan greater than the one it is replacing.

COST TO CITY:

Cost of this Request: \$20,606

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

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

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



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE AN ANIMAL TRANSPORT BODY FOR THE CITY OF BENTONVILLE POLICE DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase an Animal Control Body for the Bentonville Police Department from California Truck Equipment, in an amount not to exceed \$20,606.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this vendor is the only source of such an all steel body, capable of install and transfer to future vehicles, 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 #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$45,000.00 to be used to replace and equip a patrol vehicle. The vehicle to be replaced was a 2008 Ford Crown Vic (unit 2010-61) totaled in a January 8th, 2015 accident in which another driver turned left in front of our officer's vehicle. The other driver was given the contributing factor for the accident. \$45,000.00 is the 2015 budgeted amount to purchase and equip a police vehicle. Farmers Insurance provided a settlement in the amount of \$19,435.00. This amount (\$19,435.00) will greatly offset the cost to replace and equip the vehicle, requiring \$25,565.00 additional to purchase a new Tahoe and fully equip it, including the in car camera that was damaged in the accident.

COST TO CITY:

Cost of this Request: \$25,590

W

☒ One time amount

☐ Continuing O and M

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

Department Head

2-17-15
Date

Purchasing Agent

Date

Finance Director

2-19-15
Date

Staff Attorney

CT
2/19/15
Date

Mayor

2/19/15
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

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PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$19,081.00 to be used to repair the top mounted night scan light tower on the 2004 Pierce Bomb Truck (unit 2010-83). The light tower was damaged in a December 12, 2014 incident while Bomb Squad was responding with lights and sirens to an explosive device call in Gravette. Investigation revealed that cargo shifting inside a storage compartment activated the light tower causing it to extend while in transit. The tower raised and struck utility lines. The budget adjustment amount is sourced from the Arkansas Municipal League settlement related to the accident, \$19,081.00.

COST TO CITY:

Cost of this Request: \$0

W

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

CT
Staff Attorney

Date

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





Date of Request: February 24, 2015

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,464.00 to be used to repair the Traffic Unit vehicle, a 2013 Tahoe, unit 2010-26. This vehicle was damaged on January 26th, 2015 when another vehicle pulled out onto the roadway and struck it on the right side. The other driver was given the contributing factor for the accident. The budget adjustment amount is sourced from the Farmers Insurance settlement related to this accident, \$2,464.00.

COST TO CITY:

Cost of this Request: \$0

W

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

2-17-15

Purchasing Agent

Date

Finance Director

Date

2-19-15

Staff Attorney

Date

Mayor

Date

CT

POM

2/19/15

02/19/15

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

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PLEASE RECYCLE





Date of Request: February 24, 2015

Justification:

FOR ACTING USE ONLY

Revised 5/1/07

PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to Emergency Medical Services (EMS) agreements with the City of Centerton, City of Highfill and unincorporated Benton County. (See attached MEMO)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: 2.24.2015
Re: Emergency Medical Service Agreements

Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to Emergency Medical Service Agreements (EMS) with the City of Centerton, City of Highfill and unincorporated Benton County.

The City of Bentonville will provide ambulance service to these locals for the agreed upon funding.

- The City of Centerton will pay the City of Bentonville the sum of \$100,000.00 paid out in four quarterly payments in 2015.
- City of Highfill will pay the City of Bentonville the sum of \$12,000.00 paid out in four quarterly payments in 2015.
- Benton County will pay the City of Bentonville the sum of \$70,000.00 paid out in four quarterly payments in 2015.

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT entered into between Benton County, a political subdivision of the State of Arkansas, and the City of Bentonville, Arkansas, a municipal corporation of the State of Arkansas, hereinafter referred to as "CONTRACTOR", pursuant to ACA § 14-266-101, and for and in consideration of the mutual covenants and agreements herein set forth:

1. In exchange for the consideration to be paid by Benton County described herein, CONTRACTOR agrees to provide area coverage for emergency medical services to an area of unincorporated Benton County described in attachment "A." The services to be provided are as follows:

(a) Emergency response by trained personnel to matters reasonably requiring such response, including but not limited to traffic and other accidents, other incidents resulting in injury to persons, and other emergency medical response.

(b) One-way transportation for emergency medical care by advance life support ambulance (as that term is defined under Arkansas law and/or the regulations of the Arkansas Department of Health) to an emergency medical facility.

(c) Emergency care while en route to the emergency medical facility by qualified medical personnel.

2. The services described herein shall be provided by CONTRACTOR during calendar year 2015.

3. The ability of the County to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The contractor shall provide detailed and periodic reporting as follows:

A. Operational Reporting Requirements: The contractor shall provide within 30 days after each quarter, reports detailing its performance during the preceding quarter as it relates to emergency medical services provided pursuant to this agreement. At a minimum the contractor will include the following in its operational quarterly reports:

- Total responses
- Total transports

4. In exchange for the services provided hereunder, CONTRACTOR shall be paid by Benton County the sum of \$70,000.00. Said amount shall be paid in quarterly installments upon CONTRACTOR rendering a bill to Benton County reflecting the amount to be due per quarter.

5. CONTRACTOR may also require payment of user fees by individuals receiving the services contemplated hereunder or their insurers as may be allowed by law. Benton County shall have no liability to CONTRACTOR for any user fees it is unable to collect.

6. CONTRACTOR shall be responsible for all expenses of personnel and materials related to carrying out its obligations hereunder. CONTRACTOR shall pay any and all applicable

taxes regarding its operations, including specifically taxes related to its employees. CONTRACTOR shall also pay for any required insurance for their employees for workers compensation.

7. CONTRACTOR covenants and agrees to perform the services provided by this agreement to the best of its ability. It may enter into mutual aid agreements with other providers of emergency medical services as it sees fit to carry out this contract in the same manner as the services it provides within its city limits or elsewhere.

8. Either party shall be entitled to terminate this agreement on thirty days written notice.

9. Notwithstanding anything contained in this Agreement for Emergency Medical Services to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any payments due under the agreement, including any extensions or renewals thereof, Benton County will notify CONTRACTOR of such occurrence and the agreement shall terminate on the last day of the fiscal period for which appropriations were received.

10. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the party to be charged.

WITNESS the hands and seals of the parties as of the _____ day of January, 2015.

BENTON COUNTY, ARKANSAS

By:


HON. ROBERT D. CLINARD, Benton County Judge

CITY OF BENTONVILLE, ARKANSAS

By:

HON. BOB McCASLIN, Mayor

Attest: LINDA SPENCE, City Clerk

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2015 by and between Centerton, Arkansas, hereinafter referred to as "Centerton" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A. § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Centerton; and,

WHEREAS, there is a need to financially support emergency medical services in Centerton; and,

WHEREAS, Centerton is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Centerton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Centerton and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Centerton. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Centerton will pay to Bentonville the sum of \$100,000.00 per year for this emergency service. Bentonville will bill Centerton quarterly for this fee, in four (4) equal installments of \$25,000.00.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning _____, 2015 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Centerton shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Centerton, PO Box 208, Centerton, Arkansas 72719.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF CENTERTON

BY: _____

BY: _____

DATE: _____

DATE: 2/10/15

ATTEST: _____

DATE: _____

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2015 by and between Highfill, Arkansas, hereinafter referred to as "Highfill" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Highfill; and,

WHEREAS, there is a need to financially support emergency medical services in Highfill; and,

WHEREAS, Highfill is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Highfill;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Highfill and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Highfill. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Highfill will pay to Bentonville the sum of \$12,000.00 per year for this emergency service. Bentonville will bill Highfill for this fee, in four (4) equal installments of \$3,000.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2015 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Highfill shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Highfill, 15036 W. Highway 12, Gentry, Arkansas 72734.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF HIGHFILL

BY: _____

BY: _____

DATE: _____

DATE: _____

1/22/15

ATTEST: _____

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AGREEMENTS FOR
AMBULANCE SERVICE WITH CENTERTON, HIGHFILL,
AND BENTON COUNTY.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into agreements for ambulance service with Centerton, Highfill, and Benton County, as attached hereto as Exhibits.

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		
	Resolution		
x	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Hadi Dudley

Department: Library Director

Phone: 271-3194

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Kimberly Seay to the Library Advisory Board.

COST TO CITY:

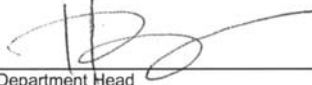
Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

Department Head  Date 2/12/15

Purchasing Agent _____ Date _____

Finance Director  Date 2-19-15

Staff Attorney  Date 2/19/15

Mayor  Date 02/19/15

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





February 13, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Kimberly Seay to the Bentonville Public Library
Advisory Board.

I recommend Kimberly Seay for appointment to the Bentonville Public Library
Advisory Board, filling Octavio Sanchez's unexpired term upon his election to
City Council. Mrs. Seay's term will expire on December 31, 2016.

Bob McCaslin

Received January 27, 2015



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name

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

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

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

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

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

Please see the attachment.

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

Please see the attachment.

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

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

My Qualifications and Why Consider Me?

I was raised in Edwardsville, Illinois a small Midwest town and, in size and demographics, much like Bentonville. My parents were both educators – my father was a school administrator and my mother continues to work as a school social worker; from them, I learned a deep appreciation of the value of education and the particular recognition of the profound impact that reading may have on an individual life. My husband and I have sought to share this same love of learning and reading with my own children, Jordan and Andrew. In our view, books open the reader, her head and her heart, to the world and its inhabitants, to the many shared sorrows and joys, to the curiosities as well as to the banalities of living, and to the ideas, great longings and imaginations of the spirit. Indeed, my sons and I have visited the Bentonville Public library for educational programs and book lending since the birth of our oldest son some sixteen years ago. As a frequent patron of the library, I well understand the value and service that it provides to our greater community.

As for my own background, I received my Bachelor of Science degree in Industrial Engineering from Georgia Institute of Technology in Atlanta, Georgia where I also was a varsity cheerleader. Both because of my classes, which stretched me intellectually, and for my cheerleading activities, which permitted me to travel around the nation and to Europe, I very much enjoyed my university years and the later opportunities that my education there afforded me. After my graduation from Georgia Tech, a work opportunity with Walmart Stores, Inc. brought me to Bentonville – a place that immediately resonated as home for me (I find much meaning in giving of myself through volunteering efforts – whether as trail guide at Crystal Bridges, parent teacher organizations, member of the Benton County Master Gardener program, or serving on the advisory board of the National Society of Black Engineers Junior of Northwest Arkansas, I much enjoy my community work). I held various management positions within Walmart: logistics analyst, supply chain manager, merchandise planner, assistant buyer and

buyer. At Walmart too, I met my husband, Chris. For two years, Chris and I lived and worked as expatriates in Walmart's international venture in Jakarta, Indonesia; although trying in many ways, Indonesia was also a wonderful experience in that, among other things, it opened my eyes to our privileged lives in Bentonville and underscored the vital roles played by empathy, compassion and opportunity in healthy and vibrant communities. Somewhere here, I think, among my parents' teachings, my hopes for my own children and my experiences in southeast Asia, lie the sources of my interest in serving on the Bentonville Public Library advisory board – like many others, I hope to make a measureable difference in the lives of others.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Hadi Dudley

Department: Library Director

Phone: 271-3194

ACTION REQUIRED:

Approval of budget adjustment for \$9,200 to Bentonville Public Library accepting donations from private contributions to the Bentonville Library Foundation and a donation from the Friends of the Bentonville Library. The funds are designated to support the library's collections of large print and American art, as well as community center periodicals and fitness materials.

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

2/12/15
Date

Staff Attorney

CT
2/19/15
Date

Purchasing Agent

Date

Mayor

BoM
02/19/15
Date

Finance Director

2-19-15
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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Library

Date of Request: February 24, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5050-370.10-00	Contributions/Donations / General	\$9,200.00		\$ 9,200.00
010-5050-455.20-90	Other Operating Supplies		\$8,700.00	\$ (8,700.00)
010-5050-455.21-10	Office Supplies		\$ 500.00	\$ (500.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 9,200.00	\$ 9,200.00	\$ -

Justification:

Approval of budget adjustment for \$9,200 to Bentonville Public Library accepting donations of private contributions to the Bentonville Library Foundation and a donation from the Friends of the Bentonville Library. The funds are designated to support the library's collections of large print and American art, as well as community center periodicals and fitness materials.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE





CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-08
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

Council approval of a bid award, of bid #15-08, in the amount of \$351,388 to Decco Construction, for the construction of the Citizens Park parking lots.

COST TO CITY:

Cost of this Request: \$351,388

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 2/13/2015
Date

Purchasing Agent 2/17/15
Date

Finance Director 2-19-15
Date

Staff Attorney CT 2/19/15
Date

Mayor POM 02/19/15
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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 17, 2015
Re: Council approval of a bid award to Decco Construction, in the amount of \$351,388, for construction of three parking lots at Citizens Park.

Included in the original phase of the Community Center project was the construction of three (3) multi-purpose fields for sports activities. For two years, Parks and Recreation has been treating these fields in preparation of opening. Over the course of the next few months, our team will finalize preparations and set equipment for use. We plan to begin play with a soccer program in August.

One of the last major steps of preparing these sites is the construction of parking lots. See the attached design of three (3) parking lots that will serve these sports fields. The conceptual design was created during design of the park. In October 2014, Morrison Shipley was hired to prepare finalized drawings, specifications and bid documents for the project. On February 5, City Of Bentonville purchasing department opened sealed bids for the project. Decco Construction was the low bid at \$351,388.

The price tag of this project is more expensive than what was originally budgeted. The 2015 budget included \$300,000 for the project. This leaves our teams with a couple of options. First, we could rebid the project and only include two (2) of the three (3) parking lots. That option, however, will not provide us with ample parking to serve the play on the fields. The other option is to construct all three lots at this time.

The Parks and Recreation Staff overwhelming believe that constructing three lots at this time is the best option and the top priority. Several factors influence this. The main factor is current number of participants utilizing Memorial Park Soccer. This spring, 1,900 youth participants and 500 adults are participants are enrolled in the spring soccer program. With the program this size, Memorial Park Soccer Complex is beyond full capacity. Other than completing and opening the community center, the opening of the Citizens Park Fields are the top priority for Parks and Recreation in 2015. Another main factor is the price of the project. With the recent uptick in the economy, construction

costs are rising with every project. We believe this price is the best bargain for taxpayers moving forward.

As I mentioned earlier, this project price comes in over budget. In order to fund this project, our team proposes to remove four projects from our capital budget for 2015. These projects include:

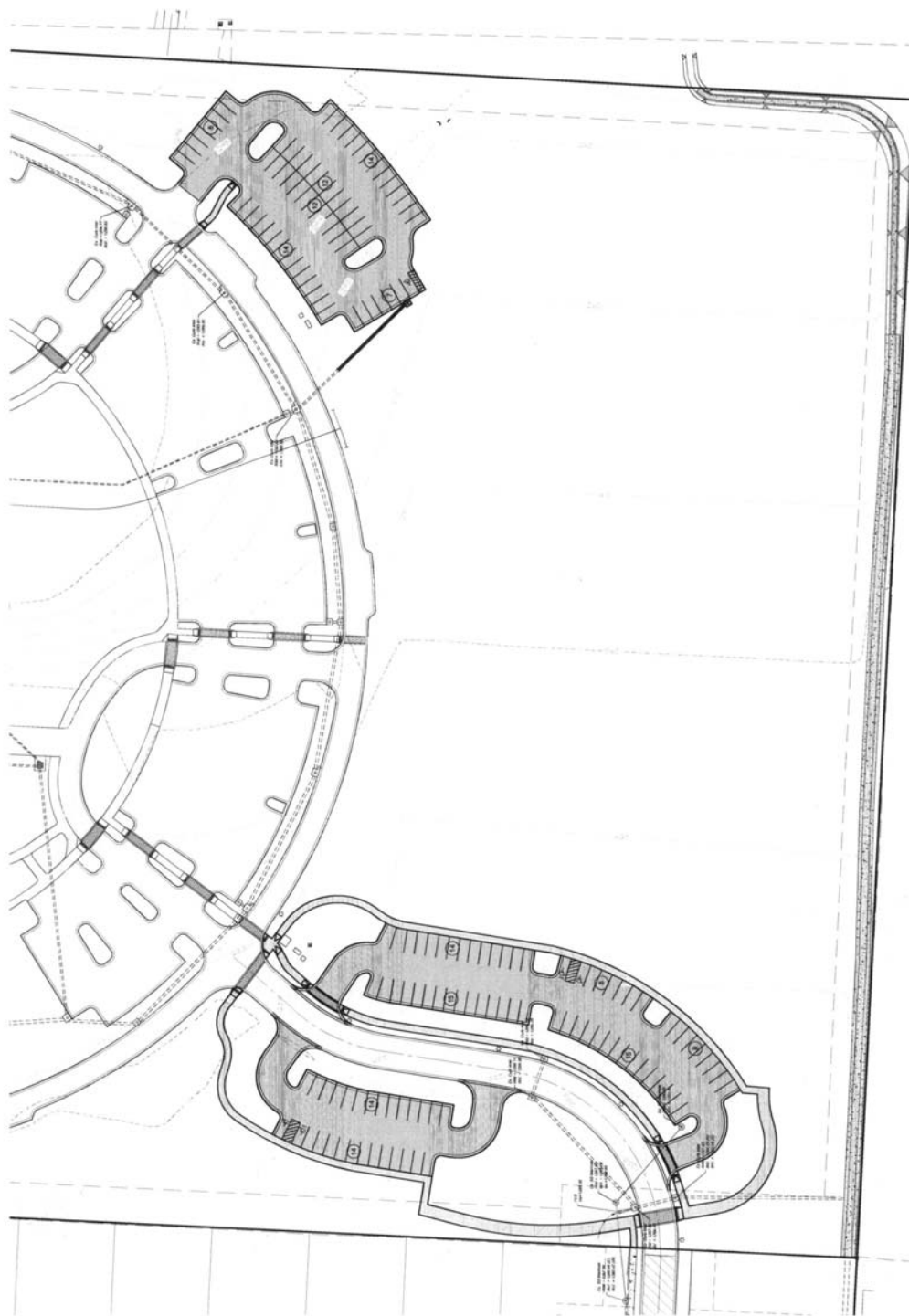
Restroom Design Fee:	\$20,000
Citizens Park Signage:	\$10,000
Orchards Fountain:	\$12,000
Old Tiger Fence:	\$12,000

The total of these four projects is \$54,000, providing us with the funding to move forward with the parking lot project. Each of these projects are important, and ones that we hope to move forward with in the future. However, with the funds available and the priority being what it is, we believe these four projects can wait until 2016.

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

Attachments:

Bid Tabulation



BID TALLY
(UNOFFICIAL RESULTS)
Citizens Park Parking Lot Additions
February 5, 2015
2:00 PM CDT

NAME	BID BOND	ADDENDA	BID
APAC-Central			
ARCO	✓	✓	\$392,436.40
Crossland Construction			
Dean Crowder Const	✓	✓	\$529,803.86
DECCO Construction	✓	✓	\$351,388.00
Diamond C Const	✓	✓	\$410,839.73
General Solutions			
NEC, Inc	✓	✓	\$390,751.50
Tomlinson Asphalt	✓	✓	\$455,295.50
Engineers OPC			



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Mike Bender

Department: Public Works Director

Phone: 271-6720

ACTION REQUIRED:

Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Flintco, LLC to provide pre-construction management services for the development of City Maintenance Facilities located on SW Airport Road for an amount not to exceed \$95,612.00. Services include construction costs estimating, constructability analysis, value engineering, scheduling, and clash analysis. Flintco will collaborate with Hight-Jackson Associates and their team to prepare construction drawings and associated documents.

COST TO CITY:

Cost of this Request: \$95,612

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 1,800,000
Funds Expended to Date	52,200
Remaining Budget	1,747,800
Budget Adjustment	-
Remaining After Adjustment	\$ 1,747,800

Department Head: [Signature] Date: 2/17/15

Staff Attorney: [Signature] Date: 2/19/15

Purchasing Agent: [Signature] Date: [Blank]

Mayor: [Signature] Date: 02/19/15

Finance Director: [Signature] Date: 2/19/15

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: Mike Bender *MB*

CC:

Date: February 17, 2015

Re: Flintco, LLC Contract for Pre-Construction Services, City Maintenance Facilities

Staff recommends City Council approval for the Mayor and City Clerk to enter into a professional services agreement with Flintco, LLC in an amount not to exceed \$95,612.00 for pre-construction services associated with development the City Maintenance Facilities on SW Airport Road. The contract amount is approximately 0.45% of the preliminary project cost estimate which is within industry standards for pre-construction services. Services in this contract include construction cost estimating, constructability analysis, clash analysis, value engineering, scheduling and other assistance with preparation of bid documents and design drawings. Flintco will collaborate with Hight-Jackson Associates on the Facility Master Plan and Final Construction Drawings.

This approval is for pre-construction services only. The contract does have a provision to proceed into construction services. The construction services portion would require additional Council action and would require waiving the bid process. Given the size of the project and short time frame, this will be very beneficial, especially with regard to material availability/delivery.

The City closed on the sale of its maintenance facilities and various properties and the purchase of the Rose Property on November 13, 2014. The first step in creating a plan for the development of the City facilities on the Rose properties is to have a Master Plan of the property prepared. The new facility will include Street Department, Electric Department, Water Utilities Department, Inventory Warehouse, Traffic Sign and Signal Shop, Fueling Facility, Vehicle Wash Facility with potential for Fleet Maintenance Facility and Auction Facility. The Master Plan will address future growth as well as phasing as needed. Staff intends to present the Master Plan to Council at the March 10, 2015 meeting.

Development will be funded by utilizing money already budgeted for relocation and/or expansions. The City has \$15,800,000.00 set aside for this project at this point.

Thank you for your consideration of this request.

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 5th day of February in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)
City of Bentonville, Arkansas
117 West Central Avenue
Bentonville, Arkansas 72712

and the Construction Manager:
(Name, legal status and address)
Flintco, LLC
184 E. Fantinel Blvd.
Springdale, Arkansas 72756

for the following Project:
(Name and address or location)
City of Bentonville - Comprehensive Maintenance Facility
Bentonville, Arkansas

The Architect:
(Name, legal status and address)
Hight Jackson Associates PA
5201 Village Pkwy Ste 300
Rogers, Arkansas 72758

The Owner's Designated Representative:
(Name, address and other information)
Mike Bender, Public Works Director
305 SW A Street
Bentonville, Arkansas 72712

The Construction Manager's Designated Representative:
(Name, address and other information)
Troy Musson, Vice President
184 E. Fantinel Blvd.
Springdale, Arkansas 72756

The Architect's Designated Representative:
(Name, address and other information)
Brian Jackson, President
5201 Village Pkwy Ste 300
Rogers, Arkansas 72758

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(811756646)

1

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

Init.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

Init.

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3

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier. The schedule for completion of the project will be provided with the Amendment to establish the Construction Manager's Guaranteed Maximum Price.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other

information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

The amount to be paid to Construction Manager for preconstruction services shall be on a "cost of the work" basis not to exceed \$95,612.00 and shall include all costs necessary for delivery of these services, including all personnel costs (at the rates stipulated in Article 4.1.2 herein) as well as any misc. costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.). An allowance of \$2,400 for reimbursable misc. costs has been included. Preconstruction Services will be invoiced on a monthly basis for services rendered each month at rates as identified in article 4.1.2.

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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The following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Division Manager/Vice President	\$120.00 /hr.
Senior Estimator	\$90.00 /hr.
Preconstruction Manager	\$82.00 /hr.
Staff Estimator	\$62.00 /hr.
Project Manager	\$92.00 /hr.
Superintendent	\$90.00 /hr.
Scheduler	\$80.00 /hr.
Safety/Environmental Manager	\$75.00 /hr.
Contracts Administrator	\$45.00 /hr.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within seven (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% maximum allowed by Arkansas Law

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's fee will be set at four and thirty-five hundredths percent (4.35%) of the initial total Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee will be adjusted at the same rate established in 5.1.1 for additive changes and zero percent for deductive changes.

(Paragraphs deleted)

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)
shall be established in A133 Exhibit A along with the GMP.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

Savings will be returned 100% to Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

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§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Any offsite personnel or other offsite cost that may be charged to the job will be defined in Construction Manager's General Conditions and approved by the owner during review of the General Conditions prior to executing the GMP.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made or cost incurred by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs including transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

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§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds, including premiums for Subcontractor and Supplier Default Insurance which shall be maintained by the Construction Manager, or as required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below, with exception to items presented and approved by Owner during review of General Conditions and Project Requirements:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase (except as modified in Section 4.1.2.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's

proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8

§ 7.1.9

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for
(Paragraphs deleted)
Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Workers Compensation and Employers' Liability	Statutory Limits
Commercial General Liability	\$1,000,000 Each Occurrence \$10,000 Medical Expense (any one person) \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Product-Completed Operations Aggregate
Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage	\$1,000,000 Combined Single Limit (each accident)
Builders Risk Insurance will be provided by Flintco.	
Owner will provide Property Insurance.	
Performance and Payment Bonds equal to 100% of the contract value will be provided by Flintco.	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

none

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Bob McCaslin, Mayor
(Printed name and title)

Troy Musson, Vice President
(Printed name and title)

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PAGE 1

AGREEMENT made as of the 5th day of February in the year 2015

...

City of Bentonville, Arkansas
117 West Central Avenue
Bentonville, Arkansas 72712

...

Flintco, LLC
184 E. Fantinel Blvd.
Springdale, Arkansas 72756

...

City of Bentonville - Comprehensive Maintenance Facility
Bentonville, Arkansas

...

Hight Jackson Associates PA
5201 Village Pkwy Ste 300
Rogers, Arkansas 72758

...

Mike Bender, Public Works Director
305 SW A Street
Bentonville, Arkansas 72712

...

Troy Musson, Vice President
184 E. Fantinel Blvd.
Springdale, Arkansas 72756

...

Brian Jackson, President
5201 Village Pkwy Ste 300
Rogers, Arkansas 72758

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§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier. The schedule for completion of the project will be provided with the Amendment to establish the Construction Manager's Guaranteed Maximum Price.

PAGE 7

The amount to be paid to Construction Manager for preconstruction services shall be on a "cost of the work" basis not to exceed \$95,612.00 and shall include all costs necessary for delivery of these services, including all personnel costs (at the rates stipulated in Article 4.1.2 herein) as well as any misc. costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.). An allowance of \$2,400 for reimbursable misc. costs has been included. Preconstruction Services will be invoiced on a monthly basis for services rendered each month at rates as identified in article 4.1.2.

PAGE 8

The following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

<u>Division Manager/Vice President</u>	<u>\$120.00 /hr.</u>
<u>Senior Estimator</u>	<u>\$90.00 /hr.</u>
<u>Preconstruction Manager</u>	<u>\$82.00 /hr.</u>
<u>Staff Estimator</u>	<u>\$62.00 /hr.</u>
<u>Project Manager</u>	<u>\$92.00 /hr.</u>
<u>Superintendent</u>	<u>\$90.00 /hr.</u>
<u>Scheduler</u>	<u>\$80.00 /hr.</u>
<u>Safety/Environmental Manager</u>	<u>\$75.00 /hr.</u>
<u>Contracts Administrator</u>	<u>\$45.00 /hr.</u>

...

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within seven (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

% maximum allowed by Arkansas Law

...

The Construction Manager's fee will be set at four and thirty-five hundredths percent (4.35%) of the initial total Guaranteed Maximum Price.

...

The Construction Manager's fee will be adjusted at the same rate established in 5.1.1 for additive changes and zero percent for deductive changes.

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~~§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (~~—~~%) of the standard rate paid at the place of the Project.

...

shall be established in A133 Exhibit A along with the GMP.

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

PAGE 9

Savings will be returned 100% to Owner.

PAGE 10

Any offsite personnel or other offsite cost that may be charged to the job will be defined in Construction Manager's General Conditions and approved by the owner during review of the General Conditions prior to executing the GMP.

...

Payments made or cost incurred by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

...

§ 6.5.1 Costs ~~of including~~ transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand ~~tools not customarily owned by construction workers that tools, which~~ are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

PAGE 11

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's ~~prior~~ approval.

...

§ 6.6.1 Premiums for that portion of insurance and ~~bonds~~ bonds, including premiums for Subcontractor and Supplier Default Insurance which shall be maintained by the Construction Manager, or as required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's ~~prior~~ approval.

...

§ 6.6.6 Costs for electronic equipment and software, directly related to the ~~Work with the Owner's prior approval.~~ Work.

...

§ 6.6.9 Subject to the Owner's ~~prior~~ approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

...

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, ~~approved in advance in writing by~~ the Owner.

PAGE 12

§ 6.8.1 The Cost of the Work shall not include the items listed ~~below~~ below, with exception to items presented and approved by Owner during review of General Conditions and Project Requirements:

...

- .8 Costs for services incurred during the Preconstruction ~~Phase~~ Phase (except as modified in Section 4.1.2.

PAGE 13

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 14

§ 7.1.8 ~~The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~

§ 7.1.9 ~~Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

...

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment.

PAGE 15

<u>Workers Compensation and Employers' Liability</u>	<u>Statutory Limits</u>
<u>Commercial General Liability</u>	<u>\$1,000,000 Each Occurrence</u>
	<u>\$10,000 Medical Expense (any one person)</u>
	<u>\$2,000,000 General Aggregate</u>
	<u>\$1,000,000 Personal and Advertising Injury</u>
	<u>\$2,000,000 Product-Completed Operations Aggregate</u>
<u>Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage</u>	<u>\$1,000,000 Combined Single Limit (each accident)</u>
<u>Builders Risk Insurance will be provided by Flintco.</u>	
<u>Owner will provide Property Insurance.</u>	
<u>Performance and Payment Bonds equal to 100% of the contract value will be provided by Flintco.</u>	

...

☒ [X] Litigation in a court of competent jurisdiction

PAGE 17

none

...

3 — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

4 — AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

5 — Other documents:
(List other documents, if any, forming part of the Agreement.)

...

Bob McCaslin, Mayor

Troy Musson, Vice President

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I, Troy Musson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:34 on 02/05/2015 under Order No. 3471180419_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Vice President
(Title)

02 / 05 / 2015
(Dated)

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User Notes:

(811756646)

1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO ENTER INTO A
PROFSSIONAL SERVICES AGREEMENT WITH
FLINTCO, LLC FOR PRE-CONSTRUCTION
MANAGEMENT SERVICES FOR THE
DEVELOPMENT OF THE CITY MAINTENANCE
FACILITIES LOCATED ON SW AIRPORT ROAD

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter
into a Professional Services Agreement with Flintco, LLC for pre-construction
management services associated with development of the City Maintenance Facilities in
an amount not to exceed \$95,612.00 as set forth in the proposal 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		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 24, 2015

Submitted by: Mike Bender

Department

Public Works Director

Phone

271-6720

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with HDR Engineering, Inc. to perform a comprehensive water, sewer, and electric rate study in an amount not to exceed \$94,180.00. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$94,180

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	100,000
Funds Expended to Date		
Remaining Budget		100,000
Budget Adjustment		-
Remaining After Adjustment	\$	100,000

Department Head

2/16/15
Date

Staff Attorney

2/19/15
Date

Purchasing Agent

Date

Mayor

02/19/15
Date

Finance Director

2/19/15
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



Memo



To: City Council, Mayor McCaslin
From: Mike Bender *[Signature]*
CC:
Date: February 17, 2015
Re: Contract for Water, Sewer and Electric Rate Study – HDR Engineering, Inc.

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with HDR Engineering, Inc. in an amount not to exceed \$94,180.00 for a comprehensive Water, Sewer and Electric Rate Study. Staff consisting of Denise Land, Gary Wilson, Preston Newbill, Travis Matlock, Mike Roberts, and Mike Bender reviewed and discussed Statements of Qualifications of several firms. HDR Engineering, Inc. was determined to be best qualified to perform the rate study. HDR Engineering, Inc. performed the most recent water and sewer rate study for the City in 2012. The last electric rate analysis was performed in 2007 by Trans Tech. The City's contract with Bella Vista POA requires a cost of service analysis for water rates every 2 years. Wastewater still has several challenges ahead with NACA, loss of industrial customers such as Kraft, more restrictive regulations, and the pending loss of Centerton. The City's 2015 budget includes \$100,000.00 for this study split amongst the Water, Wastewater, and Electric Departments.

Thank you for your consideration of this request

**AGREEMENT
For
PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 29th day of January, 2015, between the City of Bentonville ("OWNER") with principal offices at 117 W. Central, Bentonville, Arkansas 72712 and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with a local office at 500 108th Ave NE, Suite 1200, Bellevue, WA 98004 for services in connection with the project known as the City of Bentonville Comprehensive Water, Sewer and Electric Rate Study ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit D, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be based on a lump sum percent complete basis with a not-to-exceed amount of \$94,180.00. See Exhibit C for breakdown of project fees.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A – Scope of Services within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project

through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BENTONVILLE "OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

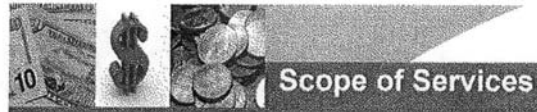
HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

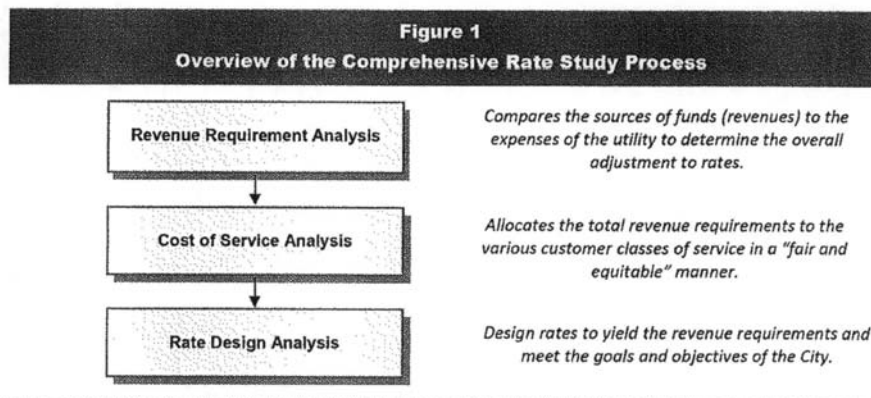


Introduction

HDR Engineering, Inc. (HDR) proposes to provide a comprehensive water, sewer and electric rate study for the City of Bentonville (City). To accomplish this, HDR will utilize “generally accepted” rate setting methodologies and tailor those methodologies to the specific circumstances of the City and each utility.

Overview of a Comprehensive Rate Study

A comprehensive rate study is generally comprised of three interrelated analyses: (1) the development of a revenue requirement analysis to determine the overall adequacy of O&M and capital funding levels, (2) a cost of service analysis designed to understand the cost differences associated with serving various types of customers, and (3) a rate design analysis that establishes a cost-basis for setting rates. Provided below in Figure 1 is a brief overview of the comprehensive rate study process.



For each utility, the above framework or methodology will be utilized to analyze the rates. The scope of services discussed below has utilized this general methodology and tailored it to the unique characteristics and circumstances of the City’s utility systems.

Detailed Description of Proposed Scope of Services

Two items should be noted with regard to the proposed scope of services. First, it is assumed that each of the analyses (water, sewer and electric) will be conducted simultaneously. The

Exhibit A – Scope of Services

second item to note is that the general approach used to conduct the water, sewer and electric rate analyses are assumed to be essentially identical, except where noted.

Task 1—Initial Project (Kick-Off) Meeting

Task Objective: *Bring the HDR project team, City management and staff together, at the start of the project, to assure that all parties have a mutual understanding of the goals, objectives, issues and concerns related to the study.*

The initial project meeting is used as a starting point in gaining an understanding of the current status of the City's utilities, along with the key issues to be addressed as a part of this study. The HDR project team would propose a 1 hour conference call to conduct the initial project meeting. Given that our project team has worked with the City in the past on the water and sewer rate analyses, a conference call is deemed to be the most efficient and cost effective method to conduct this meeting.

Expected City Staff Support for Task 1: For this task, the City will be expected to:

- Have their key management/project team members attend a 1 hour conference call.

Deliverables as a Result of Task 1—Initial Project (Kick-Off) Meeting. From the work accomplished above, the deliverables for this task will be as follows:

- Identification of objectives, issues and concerns by both parties.

Task 2—Data Collection

Task Objective: *Review and assess the City's existing water, sewer and electric data, and provide a written data request detailing the data required to complete the study. The data request will be segregated by utility for ease of compilation and completion.*

The initial written data request details the data and information required to conduct the study. The HDR project team will provide a written data request to the City prior to the initial kick-off meeting so that it can be discussed at the meeting and any problem areas quickly resolved. The data and information requested for the water and sewer rate studies should be, for the most part, very similar to the data request provided to the City as a part of the 2012 rate study. The electric utility data request will be similar to the water and sewer data request, but be reflective of the electric system.

Expected City Staff Support for Task 2: For this task, the City will be expected to:

- Gather the data requested in the written data request. (Note: typically requires 20 – 40 hours of total staff time to provide.)

Deliverables as a Result of Task 2—Data Collection. From the work accomplished above, the deliverables for this task will be as follows:

- An initial written data request to the City, segregated by the water, sewer and electric utility.
- Identification of any data constraints.

Task 3—Revenue Requirement Analysis

Task Objective: Using a “generally-accepted” rate setting methodology, develop the City’s water, sewer and electric revenue requirements for a projected five-year period. The analysis should utilize the City’s capital infrastructure planning documents (e.g. Capital Plan/Master Plan), while ensuring adequate funds for operating and capital needs. The revenue requirement analysis will establish the cost-based ‘level’ of revenue to be collected from rates and, if necessary, a plan to transition rates to cost-based levels.

The development of the water, sewer and electric revenue requirement analyses is the first major analytical portion of the comprehensive rate study process. This portion of the study entails reviewing, for each utility, the various sources of funds (revenues) and comparing them to the applications of funds (expenses) for the utility. This task considers the prudent and proper funding for O&M and capital expenditures for each utility, and determines the need for any rate adjustments over the time period selected. A more detailed discussion of the various steps involved in developing the City’s revenue requirements for each utility is provided below.

STEP 1 – SELECTION OF A TEST PERIOD – The first step in the development of the revenue requirements is the selection of a “test period”. A “test period” refers to a time frame of reference for the accumulation of revenues, expenses and consumption data. In this case, a five-year projected time period is proposed (e.g. 2016 – 2020).

STEP 2 – METHOD OF ACCUMULATING COSTS – In the 2012 water and sewer rate study, a “cash basis” methodology was utilized. Under this methodology, O&M, taxes, debt service and capital improvements funded from rates are summed to equal the revenue requirements of the utility. This same methodology is recommended for this study for the water, sewer and electric utility.

STEP 3 – ACCUMULATION OF REVENUES AND EXPENSES – Once the test period and method of accumulating costs has been determined, the HDR project team in conjunction with City management and staff will develop the test period revenue requirements for each utility.

Revenue requirements are composed of two major types of costs; operational and capital expenses. The operational costs are generally projected from historical or budgeted costs, using assumed escalation factors, and adjusted for any known changes in operations (e.g. additional personnel, growth/expansion, etc.). While the projection of O&M expenses for the water and sewer utility are relatively straight-forward, the projection of power supply costs for the electric utility is more complex. For purposes of the rate study, it is presumed that HDR will utilize the City’s existing load forecast (kWh and KW) and power supply expense projections. If this data is unavailable, then HDR will work with the City to develop a load and power supply expense forecast.

The projection of capital expenditures will be based upon the City’s capital plans for each utility. Provided below in Table 1 is an overview of the general approach that is used to develop a capital expense plan for the revenue requirement analysis.

Table 1
Overview of the General Methodology For Reviewing
the Financing of Capital Project Expenses

+	Total Capital Projects:
	✓ Replacement and Refurbishment Capital Projects
	✓ Legally Mandated Capital Projects
	✓ System Growth and Expansion Capital Projects
-	Outside Funding Sources:
	✓ Capital Reserves
	✓ Grants
	✓ Low-Interest Loans (State and/or Federal)
	✓ Connection Fees/Contributed Capital
	✓ Short-Term Borrowing
	✓ Borrowed Funds/Long Term Debt (e.g. Revenue Bond)
=	Capital Projects Financed with Rate Revenues (≥ Deprec. Exp.)

The basic framework shown above is developed for each utility on a year-by-year basis for each of the projected five (5) years of the revenue requirement analysis.

As a part of the revenue requirement analysis, the financial planning criteria for the City (and each utility) will be reviewed. This includes meeting minimum debt service coverage ratio requirement, maintaining adequate reserve levels, and proper and adequate funding of capital improvement projects from rates.

In summary, given a better understanding of the overall magnitude of the needed capital projects, a final financing plan can be developed which meets the City's goals and objectives for each utility, while attempting to minimize rates and costs over time.

Expected City Staff Support for Task 3: For this task, the City will be expected to:

- Provide "as needed" assistance to explain the City's data and information as it relates to developing the revenue requirements.
- Provide "as needed" data refinements or additional data needs as determined during the process of developing the revenue requirements.
- Attend a one-half day project meeting to review the draft revenue requirement analysis for each utility.

Deliverables as a Result of Task 3 – Development of the Revenue Requirement Analysis. From the work accomplished above, the deliverables for this task will be as follows:

- A projected water, sewer and electric revenue requirement analysis for a projected five-year period that considers the necessary operating and capital needs of each utility.
- A capital financing plan within the revenue requirement analysis, utilizing the City's comprehensive plans or capital budget, which attempts to maximize capital expenditures, while minimizing the impacts to customers over time.
- If needed, a transition plan to "phase in" any needed rate adjustments.
- Recommendations regarding key financial indicators (debt service coverage, capital

replacement, reserve levels, etc.).

Task 4—Cost of Service Analysis

Task Objective: *Develop an average embedded cost of service study to equitably allocate the revenue requirements of the water, sewer and electric systems to the customers served by the City.*

Given the results of the revenue requirements, the City's water, sewer and electric costs (i.e. revenue requirements) will be allocated to the various customer classes of service using an average embedded cost of service methodology. HDR's 2012 comprehensive rate study developed the water and sewer cost of service methodology. The water and sewer cost of service study will update those prior analyses. For the electric utility, as a starting point to develop the overall methodology, HDR will review any prior cost of service studies conducted for the utility. HDR will review that methodology and adapt it as appropriate. Absent a prior cost of service methodology, HDR will work with the City to develop an equitable and cost-based methodology. A brief discussion of the major steps associated with a water, sewer and electric cost of service analysis is provided below.

STEP 1 – SELECTION OF TEST PERIOD – The first step of a cost of service is to select a time period for the allocation of costs. This is similar to the revenue requirement time period selection process noted above. In the City's case, allocating the 2016 revenue requirements for each utility for cost of service purposes would appear to be appropriate. The City stated a desire to implement the recommended rates from this study on January 1, 2016.

STEP 2 – FUNCTIONALIZATION AND CLASSIFICATION OF EXPENSES – The next step in the cost of service analysis is to functionalize the data. Functionalization refers to the arrangement of cost data into its basic cost categories (e.g. for the water utility, source of supply, treatment, transmission, distribution, etc.). This task is simplified greatly through the City's use of a uniform system of accounts. Given functionalized costs, the costs are then classified to their various cost components. For the water utility, classification involves determining whether each specific cost or account item was incurred to meet a consumer's capacity, commodity, fire protection or customer related need. In contrast, for the sewer utility, classification involves determining whether each specific cost or account item was incurred to meet a consumer's volume, strength or customer-related need. For the electric utility, classification components are energy, demand (coincident and non-coincident peak) and customer-related costs. The water and sewer utility's prior classifications will be reviewed and updated as appropriate. For the electric utility, HDR will work with the City to determine the appropriate cost classifications. All cost classifications will be based upon generally accepted cost of service techniques.^[1]

[1] - For the water utility, "generally accepted" is defined by the AWWA M-1 manual, Principles of Water Rate Fees and Charges. For the sewer utility, "generally accepted" is defined by the Water Environment Federation, Manual of Practice No. 27, Financing and Charges for Wastewater Systems. For the electric utility, "generally accepted" is defined by the American Public Power Association, Cost of Service Procedures for Public Power Systems.

Exhibit A – Scope of Services

STEP 3 – DETERMINATION OF CLASSES OF SERVICE – Development of the cost of service for each utility begins with determining the classes of service that will be used for purposes of establishing cost allocations and rates. It is assumed that the classes of service used in the 2012 water and sewer rate study remain relevant and will be used within those analyses. For the electric utility, HDR will review the current electric rate schedules to determine appropriate customer classes of service. HDR will confirm with the City the electric customer classes of service to be used for the study. Ultimately, the City must have customer data collected and segregated by customer class of service to enable creating a class of service within the cost of service analysis.

STEP 4 – ALLOCATION OF EXPENSES – The next analytical process involved in each of the cost of service analyses is the allocation of the classified plant in service and expenses to each of the customer classes of service. Once the classes of service have been determined, the process of developing allocation factors is undertaken. In developing the allocation factors, the HDR project team will develop factors that are “fair and equitable” to all customers, and rely upon City-specific data where available. For the electric utility, a key issue will be the allocation of coincident peak demands. There are different methodologies that may be used to allocate these costs (peak responsibility method, average and excess method, sum of the coincidental peaks method, etc.). HDR’s cost of service model allows for the use of any of these methods, but an important aspect of the study is using the appropriate method to equitably assign those costs. HDR will discuss this electric cost allocation issue with the City and determine the most appropriate methodology.

STEP 5 – SUMMARY OF THE COST OF SERVICE – Given the development of all the allocation factors, the final task allocates the expenses to each class of service. From this process, a summary page of the cost of service study for each utility is provided. The summary page for the cost of service study compares the difference between the current level of rate revenues received from each class of service, and the allocated cost of service for each class.

The cost of service will also provide average unit costs, or cost-based water, sewer and electric rates, which are important to the development of final rate designs. Average unit costs provide the City with an understanding of the cost/rate relationship between fixed and variable costs (water/sewer) and demand and energy (electric) costs. In summary, the development of average unit costs will provide “cost of service” based water, sewer and electric rates for all classes of service for the City.

Expected City Staff Support for Task 4: For this task, the City will be expected to:

- Attend a half-day project meeting to review the findings and results of the cost of service analyses for each utility.
- Provide any “as needed” data refinements or additional data needs as determined during the process of developing the cost of service analysis

Deliverables as a Result of Task 4 – Cost of Service Analysis. From the work accomplished above, the deliverables for this task will be as follows:

- Review of the current customer classes of service for the water, sewer and electric utilities

Exhibit A – Scope of Services

and determine any revisions for cost allocation purposes.

- A “fair and equitable” allocation of the revenue requirements to the various classes of service for the City’s water, sewer and electric systems.
- A summary of the average unit costs (cost-based rates) for the various customer classes of service for the water, sewer and electric utilities.

Task 5—Rate Design Analysis

Task Objective: *Utilize the cost information developed as a part of the previous tasks and develop water, sewer and electric rate design options for possible adoption by the City. Review any alternative rate designs that meet the City’s rate design goals and objectives (e.g. revenue stability, etc.).*

In designing the water, sewer and electric rate options for the City, the cost of service information and average unit cost information for each utility will be utilized as a starting point. As a part of this task, the City’s present rate designs for each utility will be reviewed to reconfirm that they are currently meeting the City’s goals and objectives. For the water and sewer utility, with continued declining per capita use, many utilities across the U.S. are placing greater emphasis on revenue stability. Encouraging conservation and efficient use are also common objectives in designing electric and water rates.

The HDR project team will provide rate alternatives for each utility that are designed to meet the City’s rate design objectives and recover the target level of revenue for each class of service. For each rate design developed, a bill comparison and graph will be provided that shows a comparison between the present bill and the proposed bill at various levels of usage. Bill comparisons are useful in assessing the potential impacts to a wide variety of customers.

Expected City Staff Support for Task 5: For this task, the City will be expected to:

- Discuss with the HDR project team the City’s rate design goals and objectives for each utility
- Review rate design alternatives for appropriateness

Deliverables as a Result of Task 5 – Rate Design Analysis. From the work accomplished above, the deliverables for this task will be as follows:

- Review of the City’s current water, sewer and electric rates and development of various rate design alternatives.
- Bill comparisons and graphs for the rate design alternatives developed.

Task 6—Written Reports

Task Objective: *Provide well written reports to summarize the findings, conclusions, and recommendations of the water, sewer and electric rate studies. A combined report will be developed for the water and sewer rate study and a stand-alone report for the electric rate study.*

Upon completion of the rate analysis, draft written reports of the rate studies will be

Exhibit A – Scope of Services

developed. A combined report will be developed for the water and sewer rate study and a stand-alone report will be developed for the electric rate study. Both written reports are intended to be comprehensive in nature and document all of the activities undertaken as a part of the project, along with our findings, conclusions and recommendations. A technical appendices of all the technical analyses undertaken during the study will be included within each report. HDR will provide three (3) copies of each draft final report to the City for their review and comment. Any comments, suggestions or corrections from the City concerning the draft final reports will be incorporated into the final reports. Ten (10) copies of the final report will be provided to the City, along with a PDF electronic version of the study.

Expected City Staff Support for Task 6: For this task, the City will be expected to:

- Review and comment on the draft written reports

Deliverables as a Result of Task 6 – Written Reports. From the work accomplished above, the deliverables for this task will be as follows:

- Draft and final written reports for the water/sewer rate study and the electric rate study.

Task 7—Meetings/Workshops/Public Presentations

Task Objective: *Provide an effective public presentation of the findings, results and recommendations of the study.*

It is anticipated that four public meetings will be needed for this study. Similar to the 2012 water and sewer rate study, a workshop with the City Council will be scheduled to provide a detailed discussion of each rate study, along with the summary findings, conclusions and recommendations. The second meeting is a City Council meeting and a public hearing to adopt the proposed rates. While it requires two meetings to review and adopt rates, the City has suggested that the meetings be segregated between presentations of the water/sewer rates from the electric rates. Ultimately, this will require four public meetings. The HDR Project Manager, Tom Gould, will provide these presentations to the City Council. Should additional public meetings/presentations be required, they will be provided on a time and material basis.

Throughout this project, the HDR project team will schedule, as appropriate, project meetings with the City staff to keep them abreast of the progress of the study and to assure that the assumptions and methodology used within each study is consistent with the City's thinking. Throughout this engagement, we will undertake to provide as much educational services to the City's staff members as possible.

Expected City Staff Support for Task 7: For this task, the City will be expected to:

- Review and comment on any proposed handouts for public meetings

Deliverables as a Result of Task 7 – Meetings/Workshops/Public Presentations. From the work accomplished above, the deliverables for this task will be as follows:

- Four (4) public presentations to the City Council to discuss the findings, conclusions and recommendations of the water, sewer and electric rate studies.

Task 8—Computer Models

Task Objective: *Provide a copy of all models developed as a part of this study.*

The financial/rate model to be used for the water and sewer rate study was developed for the City as a part of the 2012 rate study. The water/sewer rate model will be modified and updated as appropriate. For the electric rate study, HDR will develop a financial/rate model. At the conclusion of the study, HDR will provide a copy of all rate models to the City. It is assumed for purposes of this scope of services that no user training or user manual will be provided.

Expected City Staff Support for Task 8: For this task, the City will be expected to:

- None required

Deliverables as a Result of Task 8 – Computer Models. From the work accomplished above, the deliverables for this task will be as follows:

- Development of the electric rate model
- A copy of all computer spreadsheet rate models used to develop the City's studies.

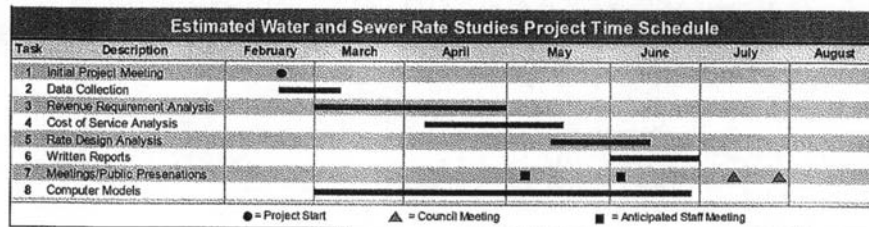
This concludes the discussion of the proposed scope of services for the City. Any additional out of scope work requested by the City shall be provided on a time and material basis. The City shall authorize HDR, in writing, to conduct any additional work outside of the scope of services noted above.



Project Time Schedule

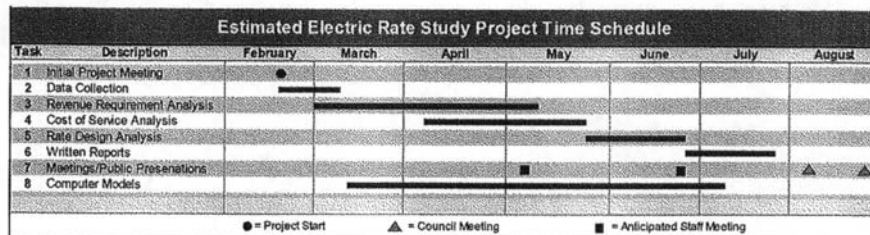
Estimated Water and Sewer Rate Study Time Schedule

Provided below is our estimated proposed time schedule for the City's water and sewer rate studies. This time schedule assumes a mid-February start date with a completion date of late June. As the start date may change, the overall project schedule should adjust accordingly. The two City Council meetings to discuss the water and sewer rate study have been shown in July, but they may be scheduled at the convenience and preference of the City.

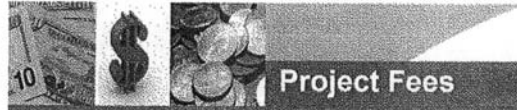


Estimated Electric Rate Study Time Schedule

Provided below is our estimated proposed time schedule for the City's electric rate study. While the electric rate study will be conducted at the same time as the water and sewer rate study, the City has requested that the presentation of the electric rate study be separate and distinct from the water and sewer rate presentations. The schedule for the electric rate study has been extended approximately one month. This will also provide to HDR and the City additional review time on the technical analysis since this is the first time that HDR has conducted the electric rate study. The two City Council meetings to discuss the electric rate study have been shown in August, but they may be scheduled at the convenience and preference of the City.



HDR is willing to adjust the project time schedule to meet the City's needs.



Project Fees

Hourly Billing Rates

The following hourly billing rates were used to establish the project fees for this study.

<u>Individual</u>	<u>Project Role</u>	<u>Hourly Rate</u>
Tom Gould	Project Manager	\$295.00/hour
Mike Pessina	Local Client Liaison	\$185.00/hour
Shawn Koorn	Task Manager	\$245.00/hour
Judy Dean	Manager – Technical Analysis	\$175.00/hour
Josiah Close	Technical Analysis	\$105.00/hour
Others	Project Clerical Support	\$100.00/hour

Should other HDR individuals be required for this project, they will be billed at their standard hourly billing rate.

Project Fees

Given the hourly billing rates and estimated labor hours by task, the total fees for the City's study could be developed. Provided below in Table 2 is a summary of the total fees for the City's project.

Table 2
Summary of the Total Fees for the
Comprehensive Water, Sewer and Electric Rate Study

	<u>Total</u>
Labor:	
Task 1: Initial Project Meeting	\$2,470
Task 2: Data Collection	2,610
Task 3: Revenue Requirement Analysis	21,665
Task 4: Cost of Service Analysis	17,625
Task 5: Rate Design Analysis	10,450
Task 6: Written Reports	14,640
Task 7: Public Presentations	12,710
Task 8: Computer Models	<u>2,790</u>
Grand Total Labor	\$84,960
Expenses:	
Total Expenses	<u>\$9,220</u>
Grand Total "Not to Exceed" Fees	<u>\$94,180</u>

Exhibit C – Project Fees

The above fee estimate is based upon the scope of services previously presented. A detailed fee estimate by individual and task is presented at the end of this section. The total fee for the water and sewer rate study is \$48,130 and \$46,050 for the electric rate study.

Proposed Method of Payment

HDR is willing to enter into a “not to exceed” contract of \$94,180.00 and fees will be billed monthly on a percent complete basis. Any additional work outside of the proposed scope of services shall be provided on a time and material basis.

Exhibit C – Project Fees

City of Bentonville								
Exhibit C-1								
Summary of Total Project Fees - Comprehensive Water, Sewer and Electric Rate Study								
Task	Task Description	Tom Gould	Mike Pessina	Shawn Koorn	Judy Dean	Josiah Close	Proj. Assistant	Total Project
	Hourly Billing Rates	\$295.00	\$185.00	\$245.00	\$175.00	\$105.00	\$100.00	
1	Initial Project Meeting [Conf. Call]							
	Hours -	4	4	1	0	1	2	12
	Labor Cost	\$1,180	\$740	\$245	\$0	\$105	\$200	\$2,470
2	Data Request							
	Hours -	2	0	2	4	6	2	16
	Labor Cost	\$590	\$0	\$490	\$700	\$630	\$200	\$2,610
3	Revenue Requirement Analysis							
	Hours -	20	3	12	30	64	3	132
	Labor Cost	\$5,900	\$555	\$2,940	\$5,250	\$6,720	\$300	\$21,665
4	Cost of Service Analysis							
	Hours -	14	3	16	24	44	2	103
	Labor Cost	\$4,130	\$555	\$3,920	\$4,200	\$4,620	\$200	\$17,625
5	Rate Design Analysis							
	Hours -	10	2	8	14	24	2	60
	Labor Cost	\$2,950	\$370	\$1,960	\$2,450	\$2,520	\$200	\$10,450
6	Written Reports							
	Hours -	20	4	6	28	6	10	74
	Labor Cost	\$5,900	\$740	\$1,470	\$4,900	\$630	\$1,000	\$14,640
7	Public Workshops/Presentations (4)							
	Hours -	32	0	0	14	4	4	54
	Labor Cost	\$9,440	\$0	\$0	\$2,450	\$420	\$400	\$12,710
8	Computer Models							
	Hours -	0	0	4	2	12	2	20
	Labor Cost	\$0	\$0	\$980	\$350	\$1,260	\$200	\$2,790
	Total Hours	102	16	49	116	161	27	471
	Total Fees	\$30,090	\$2,960	\$12,005	\$20,300	\$16,905	\$2,700	\$84,960
	Percentage of Hours by Employee	21.7%	3.4%	10.4%	24.6%	34.2%	5.7%	100.0%
Expenses								
	Airfare (6 RT @ \$600/RT)							\$3,600
	Hotel (12 nights @ \$150/night)							1,600
	Car Rental (8 days at \$90/day)							720
	Meals							500
	Printing/Copies							900
	Technology Charge							1,900
	Total Expenses							\$9,220
Grand Total Project Fee Estimate - Water, Sewer and Electric								\$94,180

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods,

techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

Exhibit D – Terms and Conditions

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid

when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for Individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the

Exhibit D – Terms and Conditions

project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH HDR
ENGINEERING, INC. FOR A COMPREHENSIVE
WATER, SEWER, AND ELECTRIC RATE STUDY**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an Professional Services Agreement with HDR Engineering, Inc. for a comprehensive water, sewer, and electric rate study in an amount not to exceed \$94,180.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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 24, 2015

Submitted by: Mayor McCaslin

Department Administration

Phone 271-5966

ACTION REQUIRED:

City Council approval of a resolution establishing procedures concerning City Council meetings.

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 _____ Date _____

Purchasing Agent _____ Date _____

Finance Director Tor 2/19/15
Date

CT
Staff Attorney _____ Date 2/19/15

POM
Mayor _____ Date 2/19/15

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



RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING PROCEDURES WITH
REGARD TO MEETINGS**

WHEREAS, the City Council has determined it would be appropriate to set forth desired procedures with respect to meetings,

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

The City Council shall have the following regular meetings:

Sec. 1. Committee of the Whole Meetings:

- A. The Council shall meet as a Committee of the Whole at approximately 6:00 p.m. on a quarterly basis on the Monday before the second Tuesday in February, May, August, and November. These meetings shall be to allow the Council to meet and informally discuss matters related to the governing of the City. These meetings may also include opportunities to visit and receive education concerning current or planned city facilities.**
- B. The Council may meet from time to time as a Committee of the Whole as called by the Mayor to discuss specific matters related to the governing of the City.**
- C. If the Mayor determines that a regularly scheduled Committee of the Whole meeting is not necessary, the Mayor should state such to the Council and thereafter, the Council may cancel such meeting by a majority vote of the whole Council.**

Sec. 2. Council Meetings:

- A. Council meetings shall begin at approximately 6:00 p.m. on the second and fourth Tuesdays of each month and shall generally have the following agenda:**
 - 1. Public Comments concerning the Business Items for this Meeting**
 - 2. Council Questions/Discussion concerning the Business Items for this Meeting**
 - 3. Call Meeting to Order**
 - 4. Pledge of Allegiance and Moment of Silence**
 - 5. Roll Call**
 - 6. Consideration of the Minutes**
 - 7. Consideration of the City's Business**
 - 8. Announcements/Comments**
 - 9. Adjournment**

B. Public Comments –

1. **Limited Purpose Public Forum - The Council shall hear public comments only concerning items on that night's agenda.**
2. **The Council shall hear comments for up to thirty minutes before each Council meeting. Each speaker shall be limited to a total of three minutes.**
3. **Speakers will be courteous in their language and presentation.**
4. **A person wishing to make a public comment shall sign up in advance providing their name and address. The sign-up sheet will be available for approximately twenty minutes before the meeting and an announcement will be made shortly before public comments begin to remind those wishing to make comments that they need to sign up to do so.**
5. **Those wishing to comment will be called in the order in which they have signed up.**
6. **Those making public comments shall do so from the podium.**
7. **Public comments shall be made to the Council as a whole.**
8. **Public comments are just that and a speaker's time is not to be used to attempt to ask questions of the Council, the Mayor, or other persons associated with City government.**
9. **Speakers should not expect an immediate response to their comments and Council members should not ask questions of those making public comments without seeking permission from the Chair.**
10. **Those wishing to comment concerning an item for which a public hearing will be held during the business portion of the meeting should do so when the public hearing is opened rather than doing so during the public comment period.**

PASSED AND APPROVED, this ____ day of _____, 2015.

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 24, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, February 24, 2015 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 10, 2015**

AGENDA

1. Recognition for Captain Matt Perkins, Bentonville Fire Department.
2. Planning:
 - 2a. **Allan & Stephanie Pinkerton: Rezoning, Southwest 'D' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density, to build their personal home. The properties bordering their lot on the West and South are currently zoned RC-2.

- 2b. **Lance & Andrea Jobe: Rezoning, 706 Southeast 3rd Street, Zoned R-3, Medium Density Residential.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-3, Medium Density Residential to R-C2, Central Residential-Moderate Density to allow for reduced setback to enable the construction of four townhouse units.

- 2c. **Charles Hargus: Rezoning, 4806 Town Vu Road, Zoned A-1, Agricultural.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential, to comply with parcel size in order to refinance.

- 2d. **Cindy Springs, LLC: Rezoning, Northeast Blake Avenue & Northeast 'C' Street, Zoned R-1, Single Family Residential.**

The planning commission voted 6-0 recommending approval.

The applicants have requested a rezoning from R-1, Residential to DE, Downtown Edge to allow for commercial occupancy. The rezoning change is to create adjacency with the parcel to the West, lot 1, Blake Street Addition. This is to allow for the development of both properties as one development.

3. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$100,000.00 to leverage city funds to hire a highly qualified consultant to prepare a new and forward-looking Bentonville Comprehensive Plan.
4. City Council approval of artwork to be painted on three storm drains as part of the regional UpStreet Art Program.
5. Council approval of Mayor's appointment of Jan Holland to the City of Bentonville Board of Adjustment to fill the unexpired term of Greg Matteri who was recently appointed to the City of Bentonville Planning Commission. Mrs. Holland's term will expire December 31, 2016. See attached application form for additional information.
6. Public hearing and ordinance vacating an alley/right-of-way located within the Original Town of Bentonville, to the City of Bentonville, Arkansas, Benton County, Arkansas.
7. A resolution setting a public hearing for a street right of way vacation requested by Picture Real Estate Development located in Orchard Addition.
8. Budget adjustment in the amount of \$1,545.00 to be used for an exterior landscape area to honor and memorialize Chief James H. Allen. The budget adjustment amount is sourced from donated funds and would be placed in our building maintenance account to cover project expenses.
9. Budget adjustment in the amount of \$83,400.00 needed to obtain a more compatible New World version relying on Microsoft's .NET framework. See attached Memorandum for a more detailed explanation.
10. Request for a waiver of bid to permit the 2015 budgeted purchase of a new Animal Control Body for our replacement ACO vehicle. The Animal Control Body currently in use has been used on two vehicles and has been in service for

more than 12 years. This body is made of fiberglass and has been prone to warping, cracking, and other wear related issues requiring repairs. For this reason, a replacement fiberglass body is not the preferred product. Fiberglass bodies also offer fewer compartment options and, for these reasons as well, does not fit our needs. This waiver of bid would allow us to source an Animal Control Body constructed of 16 GA steel and stainless steel from California Truck Equipment of Downey CA. Our research indicates that such an all steel body is not available from other manufacturers. A completely stainless steel version is available from another manufacturer at a cost of \$49,000.00. The cost of the product related to the waiver of bid request, including matching paint, tax and shipping, is approximately \$20,606.00. The total amount budgeted in 2015 for the replacement ACO truck and truck body is \$49,000.00. The truck itself, a 2015 2WD Ford F250 is on order at a cost of \$23,532.00, leaving funds available for install and set up. Additionally, this Animal Control Body likewise has the potential of being transferred to future vehicles and having a lifespan greater than the one it is replacing.

11. Budget adjustment in the amount of \$45,000.00 to be used to replace and equip a patrol vehicle. The vehicle to be replaced was a 2008 Ford Crown Vic (unit 2010-61) totaled in a January 8th, 2015 accident in which another driver turned left in front of our officer's vehicle. The other driver was given the contributing factor for the accident. \$45,000.00 is the 2015 budgeted amount to purchase and equip a police vehicle. Farmers Insurance provided a settlement in the amount of \$19,435.00. This amount (\$19,435.00) will greatly offset the cost to replace and equip the vehicle, requiring \$25,565.00 additional to purchase a new Tahoe and fully equip it, including the in car camera that was damaged in the accident.
12. Budget adjustment in the amount of \$19,081.00 to be used to repair the top mounted night scan light tower on the 2004 Pierce Bomb Truck (unit 2010-83). The light tower was damaged in a December 12, 2014 incident while Bomb Squad was responding with lights and sirens to an explosive device call in Gravette. Investigation revealed that cargo shifting inside a storage compartment activated the light tower causing it to extend while in transit. The tower raised and struck utility lines. The budget adjustment amount is sourced from the Arkansas Municipal League settlement related to the accident, \$19,081.00.
13. Budget adjustment in the amount of \$2,464.00 to be used to repair the Traffic Unit vehicle, a 2013 Tahoe, unit 2010-26. This vehicle was damaged on January 26th, 2015 when another vehicle pulled out onto the roadway and struck it on the right side. The other driver was given the contributing factor for the accident. The budget adjustment amount is sourced from the Farmers Insurance settlement related to this accident, \$2,464.00.
14. Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to Emergency Medical Services (EMS) agreements with the City of Centerton, City of Highfill and unincorporated Benton County.
15. Council approval of Mayor McCaslin's recommendation to appoint Kimberly Seay to the Library Advisory Board. (Term expires 12/31/16)

16. Approval of a budget adjustment for \$9,200.00 to the Bentonville Public Library accepting donations from private contributions to the Bentonville Library Foundation and a donation from the Friends of the Bentonville Library. The funds are designated to support the library's collections of large print and American art, as well as community center periodicals and fitness materials.
17. Council approval of a bid award, of bid #15-08, in the amount of \$351,388.00 to Decco Construction, for the construction of the Citizens Park parking lots.
18. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Flintco, LLC to provide pre-construction management services for the development of City Maintenance Facilities located on SW Airport Road for an amount not to exceed \$95,612.00. Services include construction costs estimating, constructability analysis, value engineering, scheduling, and clash analysis. Flintco will collaborate with Hight-Jackson Associates and their team to prepare construction drawings and associated documents.
19. Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with HDR Engineering, Inc. to perform a comprehensive water, sewer, and electric rate study in an amount not to exceed \$94,180.00. This is a budgeted item.
20. City Council approval of a resolution establishing procedures concerning City Council meetings.