

1. Agenda

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[JULY 14, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JULY 14, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 14, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 14, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 23, 2015**

AGENDA

1. Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan. **(Pages 5-6)**
2. Planning:
 - 2a. **Jake Newell: Lot Split, Lots 18 & 19, Block 5 Dunn & Davis Addition, Southwest 'B' Street, Zoned DE, Downtown Edge.**
(Pages 9-12)
The planning commission voted 5-0 on June 16, 2015 recommending approval.

The applicant has submitted a lot split application for property located along Southwest 'B' Street and within the DE, Downtown Edge zoning district. The applicant is proposing to split one existing lot into two new lots that would be known as Lot 18 (0.10 acres) and Lot 19 (0.10 acres). The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both of the proposed lots.
 - 2b. **Central investments, LLC-Property Line Adjustment, Lots 3 & 4 Kennametal Subdivision, 1500 & 1602 East Central Avenue, Zoned I-2.**

(Pages 13-16)

The planning commission voted 5-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 1500 & 1602 East Central Avenue that resides in the I-2, Heavy Industrial zoning district. The property line adjustment provided by the applicant indicates the creation of two new lots from two existing lots by adjusting the common lot line between the two lots and will be known as Lot 3 (5.46 acres) and Lot 4 (3.52 acres) of Kennametal Subdivision. An access easement and a 20' utility easement are being dedicated with the plat. Water and sewer services are available to both lots.

- 2c. **RC Stoneburrow, LLC: Rezoning, Southwest River Rock Street (Stoneburrow Subdivision Ph. 1) Zoned A-1, Agricultural.**

(Pages 17-20)

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential for lots 183-186 of Phase 1 of the Stoneburrow Subdivision. The lots are less than 0.25 acres in size and are too small to serve any agricultural purpose. The proposed structures will be single family dwelling units.

- 2d. **Central Investments, LLC: Rezoning, 1500 East Central Avenue, Zoned I-2, Heavy Industrial.**

(Pages 21-25)

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from I-2, Heavy Industrial to C-2, General Commercial to accommodate the development of a proposed office building and the associated parking.

- 2e. **Resolution: Bicycle and Pedestrian Master Plan-2015 Update.**

(Pages 26-28)

The planning commission voted 5-0 to forward to City Council.

3. Request acceptance of a donation from Walmart Stores Inc. in the amount of \$25,000.00 for the purchase of trees for the City of Bentonville's 3rd Annual Tree Planting Blitz. (Pages 29-32)
4. A resolution setting a public hearing for a utility easement vacation requested by Kelli L. Dellinger, located in Blueberry Heights Subdivision. (Pages 33-35)
5. A resolution setting a public hearing for an alley and street right of way vacation located in W. A. Burks Addition requested by Bryan Harvey. (Pages 36-39)
6. This is a request that to declare (4) police vehicles as surplus. The four vehicles include a 2010 Ford Crown Vic (unit 2010-90, VIN 2FABP7BVAX127928), a 2008 Ford F-150 with a fiberglass animal box (unit 2010-72, VIN 1FTRF12W08KE22671), a 2008 Dodge Durango (unit 2010-66, VIN 1D4HB38N78F148267), and a 2007 Ford Crown Vic (unit 2010-43, VIN

2FAFP71W37X111452) The 2010 Crown Vic was totaled earlier this year in an accident and retained for use as a parts vehicle. Numerous parts have been taken from this vehicle to repair other cars, including the engine. It is no longer of use and can be traded to Fast Auto for a 1 hour labor credit and transportation for disposal. The 2008 Ford F150 is being replaced in this year's budget. This vehicle is equipped with a 2002 fiberglass animal box and lights and sirens. It can be transferred to the City of Pea Ridge Police Department with lights, siren, and specialty box attached which would save the costs associated with the removal of these items and also be a responsible disposition of this specialized vehicle. Pea Ridge would use the truck for patrol and animal control needs. The 2008 Dodge Durango and 2007 Ford Crown Vic are also being replaced in this year's budget and are equipped with lights, sirens and other law enforcement specific items. These two vehicles can be transferred to the Arkansas Law Enforcement Training Academy (ALETa) with lights, sirens and other equipment attached, and likewise save costs associated with removing these items. ALETa would utilize these vehicles for the operation of the academy and also driver training which would further benefit our city and police department. **(Pages 40-41)**

7. This is a request to declare (4) 26 inch Cannondale Caad 2 mountain bike police department bicycles as surplus. The four bikes include the following serial numbers, #266642FMN2GLG, #266692FMNZGXL, #264935BFMN2GMD, #411541DFMN2GLG. These bikes have been in service for more than 13 years and replacement parts are becoming difficult to source. Upon being declared as surplus, these bikes can be traded in to Lewis and Clark Outfitters in Rogers for \$150.00 credit each (\$600.00 total). This \$600.00 credit can be applied toward the purchase of 1 new bicycle for our bike team, covering approximately 1/2 of cost of the new bike. **(Pages 42-43)**
8. Request the City Council approve the addition of four (4) new full-time custodians to support cleaning and housekeeping activities at the new Bentonville Community Center. Currently, cleaning is being accomplished by Parks Maintenance Workers and Full-Time Temporary workers. The total cost for the next 6 months is \$63,236.00. The current budgeted dollars are \$43,680.00. The budget shortfall is \$19,557.00. The \$43,680.00 will be transferred from Parks and Recreation to Public Works Maintenance and the additional budget adjustment amount will also be added to Public Works Maintenance to fully fund these positions. A budget adjustment in the amount of \$19,557.00 will be required to support this change. **(Page 44)**
9. Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$254,914.00. Items will be ordered on an 'as needed' basis. **(Pages 45-47)**
10. Recommend the Mayor and City Council award bid for a 4x4 cab/chassis to MHC Kenworth in the amount of \$95,000.00. This is a 2015 budgeted item. **(Pages 48-50)**
- 11a. Staff recommends Council waive competitive bidding requirements for replacement of slide gates in the influent channel at the Wastewater Treatment Plant. Staff recommends purchasing gates from Instrument and Supply, Inc. for a total cost of \$27,065.00. The gates need replaced as soon as possible due

to excessive corrosion and failure. This purchase is ahead of the construction contract due to long lead time of 9-12 weeks and essential repair schedule.

(Pages 51-61)

- 11b. Budget adjustment in the amount of \$27,065.00 to order slide gates to replace existing gates in the influent channel at Wastewater Treatment Plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside. An additional budget adjustment will be required and brought to Council once the construction contract is prepared.
(Pages 62-63)
12. Parks and Recreation Staff seeks Council's approval of Change Order #2 and Budget Adjustment, in the amount of \$44,786.00 to Crossland Construction to construct the side path trail on 41st Street, connecting the Community Center to the Bentonville Trails System.
(Pages 64-70)
13. Parks and Recreation Staff seeks City Council's approval of a change order to Morrison Shipley, in the amount of \$3,989.00 for site observation for the construction of parking lots at Citizens Park. This increase brings the total contract to \$23,909.00.
(Pages 71-81)
14. Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$43,000.00 for the purchase of uniforms for the 2015 Youth Soccer Season.
(Pages 82-91)
15. Approve Resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with TischlerBise for re-evaluation of the City of Bentonville's Impact/Capacity Fee study and prepare the CIP.
(Pages 92-124)
16. Approve resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with the Mercer group.
(Pages 125-158)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMO

To: City Council
From: Troy Galloway, AICP, Community & Economic Development Director
Date: April 20, 2015
RE: Change Maker Award

An informational item to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan

The Change Maker Award is a recognition program for properties, businesses, organizations and individuals that have contributed to the successful implementation of recent area plans, including the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan that includes the Arts District and Market District.



Award recipients will be presented with a certificate of recognition at a regularly scheduled City Council meeting and receive a yard sign showing that they are a local *Change Maker*.

Details about the program are on the city website and nominations can be made by submitting a Nomination Form to the Mayor's office.

Congratulations go to the second round of award winners:

North Walton Blvd:	Walmart Neighborhood Market	
	Mach 1 Investments	
	Bear State Bank	
Arts District:	The Pedaler's Pub	Bike Rack Brewing Co.
	Downtown Bentonville, Inc.	Bike Bentonville
	The Hub	Thrive
	CrossFit NWA	Celebrate Arkansas Magazine
	Randy Lawson	

**City Council
Agenda
July 14, 2015**

Jake Newell: Lot Split, Lots 18 & 19, Block 5 Dunn & Davis Addition, Southwest 'B' Street, Zoned DE, Downtown Edge.

The planning commission voted 5-0 on June 16, 2015 recommending approval.

The applicant has submitted a lot split application for property located along Southwest 'B' Street and within the DE, Downtown Edge zoning district. The applicant is proposing to split one existing lot into two new lots that would be known as Lot 18 (0.10 acres) and Lot 19 (0.10 acres). The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both of the proposed lots.

Central investments, LLC-Property Line Adjustment, Lots 3 & 4 Kennametal Subdivision, 1500 & 1602 East Central Avenue, Zoned I-2.

The planning commission voted 5-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 1500 & 1602 East Central Avenue that resides in the I-2, Heavy Industrial zoning district. The property line adjustment provided by the applicant indicates the creation of two new lots from two existing lots by adjusting the common lot line between the two lots and will be known as Lot 3 (5.46 acres) and Lot 4 (3.52 acres) of Kennametal Subdivision. An access easement and a 20' utility easement are being dedicated with the plat. Water and sewer services are available to both lots.

RC Stoneburrow, LLC: Rezoning, Southwest River Rock Street (Stoneburrow Subdivision Ph. 1) Zoned A-1, Agricultural.

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential for lots 183-186 of Phase 1 of the Stoneburrow Subdivision. The lots are less than 0.25 acres in size and are too small to serve any agricultural purpose. The proposed structures will be single family dwelling units.

Central Investments, LLC: Rezoning, 1500 East Central Avenue, Zoned I-2, Heavy Industrial.

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from I-2, Heavy Industrial to C-2, General Commercial to accommodate the development of a proposed office building and the associated parking.

Resolution: Bicycle and Pedestrian Master Plan-2015 Update.

The planning commission voted 5-0 to forward to City Council.

Planning Commission Staff Report
Lot Split: Lots 18 & 19, Block 5, Dunn & Davis Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 16, 2015

GENERAL INFORMATION:

Project Number: 15-05000021

Applicant: Jake Newell with Bike Rack Development, LLC

Representative: Jake Newell

Requested Action: Lot Split Approval

Location: Southwest 'B' Street

Existing Zoning: DE, Downtown Edge

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a lot split application for property located along Southwest 'B' Street and within the DE, Downtown Edge zoning district. The applicant is proposing to split one existing lot into two new lots that would be known as Lot 18 (0.10 acres) and Lot 19 (0.10 acres). The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both of the proposed lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	DE, Downtown Edge	Downtown Mixed Use Residential
South	DC, Downtown Core	Downtown Mixed Use Residential
East	DE, Downtown Edge	Mixed Use
West	DE, Downtown Edge	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Southwest 'B' Street	Local
West	-	-

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of a vacant parcel in a developing mixed use residential area of downtown.

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

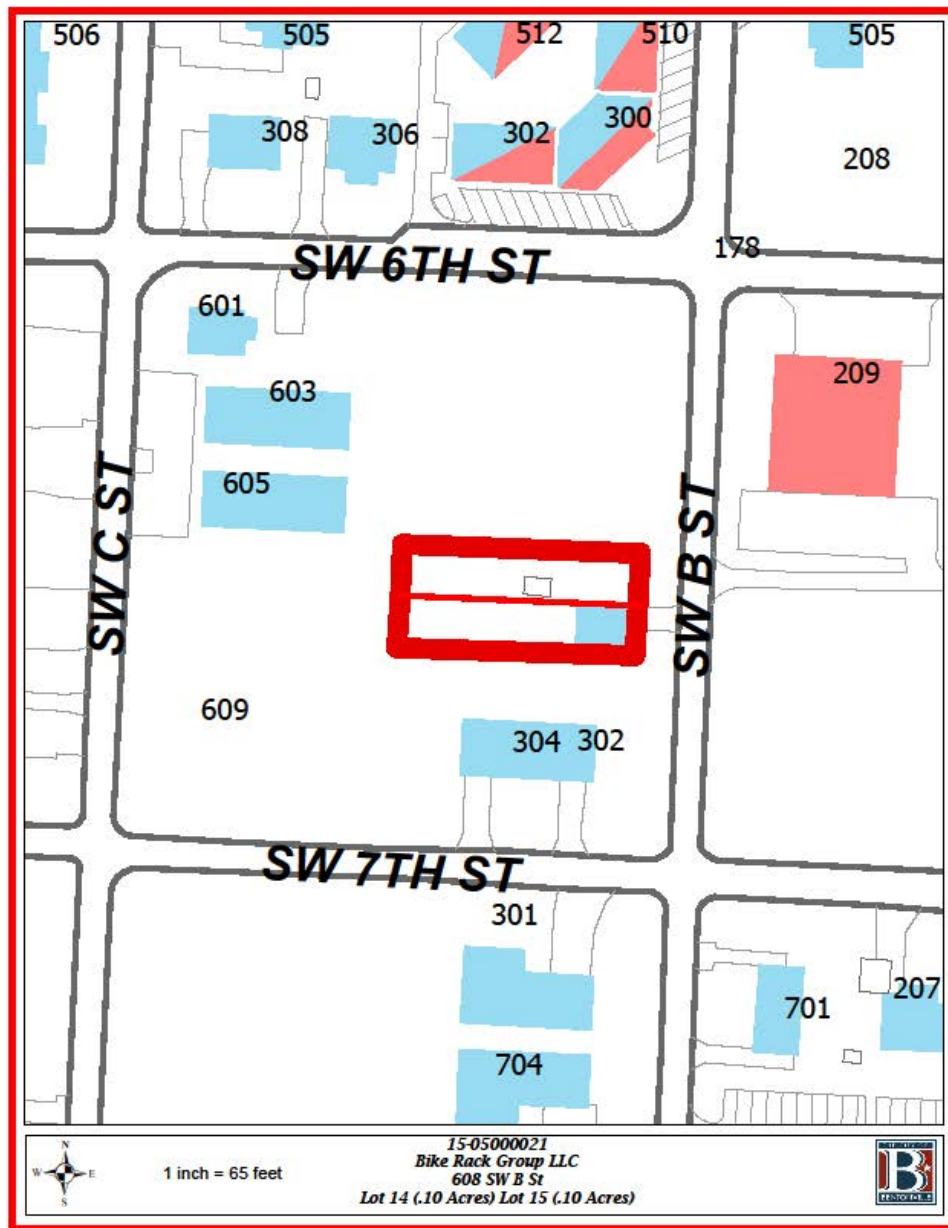
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use on the site.

Waiver(s): N/A

Analysis / Conclusion: This lot split **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 18 & 19, BLOCK 5, DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 18 & 19, Block 5 Dunn & Davis Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 16th day of June, 2015 and

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

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

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

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

Section 1: That the lot split of Lots 18 & 19, Block 5, Dunn & Davis Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lots 3 & 4 Kennametal Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: July 7, 2015

GENERAL INFORMATION:

Project Number: 15-05000026

Applicant: Central Investments, LLC

Representative: Morrison Shipley Engineers (Kevin McClafin)

Requested Action: Property Line Adjustment Approval

Location: 1500 & 1602 East Central Avenue

Existing Zoning: I-2, Heavy Industrial

Land Use Plan: Industrial

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 1500 & 1602 East Central Avenue that resides in the I-2, Heavy Industrial zoning district. The property line adjustment provided by the applicant indicates the creation of two new lots from two existing lots by adjusting the common lot line between the two lots and will be known as Lot 3 (5.46 acres) and Lot 4 (3.52 acres) of Kennametal Subdivision. An access easement and a 20' utility easement are being dedicated with the plat. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Mixed Use
South	I-2, Heavy Industrial	Office
East	I-2, Heavy Industrial	Industrial & Office
West	C-2, General Commercial	Office

STREETS

Direction	Name	Classification
North	East Central Avenue	Arterial
South	-	-
East	-	-
West	-	-

TRAFFIC FINDINGS

(c) Traffic data for the nearest intersections are as follows: N/A.

(d) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is the location of an existing office building in an established commercial and industrial area.

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

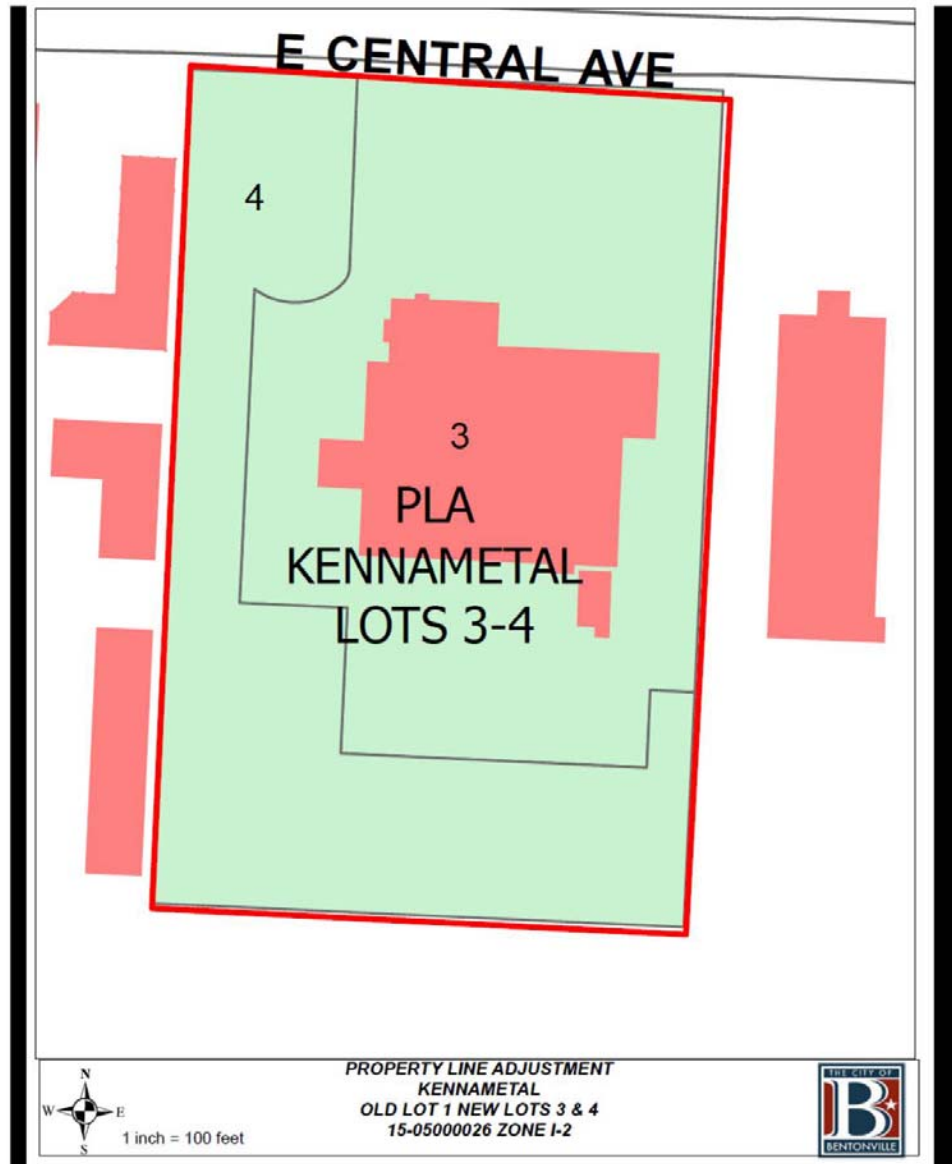
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

Waiver(s): N/A

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

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3 & 4 KENNAME TAL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 3 & 4 Kennametal Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 7th day of July, 2015 and

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

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

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

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

Section 1: That the property line adjustment of Lots 3 & 4 Kennametal Subdivision, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: July 7, 2015

The City of Bentonville, Arkansas

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

REZONING: RC Stoneburrow, LLC (Stoneburrow Subdivision Ph. 1) A-1, Agricultural to R-1, Single Family Residential

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: July 7, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000022

Applicant/Current Owner: RC Stoneburrow, LLC

Representative: Crafton Tull (Daniel Ellis)

Requested Action: Rezoning

Location: Southwest River Rock Street (Stoneburrow Subdivision Ph. 1)

Existing Zoning: A-1, Agricultural

Proposed Zoning: R-1, Single Family Residential

Future Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

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

Previous Rezoning Requests for this Property: There are no known rezoning's 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	Low Density Residential
South	Single Family Residence	R-1 Single Family Residential	Low Density Residential
East	Detention Pond	A-1, Agricultural	Low Density Residential
West	Single Family Residence	R-1 Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan	Current Condition
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		Classification	
North	-	-	-
South	Southwest Fieldstone Boulevard	Local	2 lane asphalt curb & gutter
East	-	-	-
West	Southwest River Rock Street	Local	2 lane asphalt curb & gutter

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 **June 2, 2015** and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **June 6, 2015**. In addition, staff posted a notice of public hearing sign on the property on **June 23, 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 Low Density Residential. 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.

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.

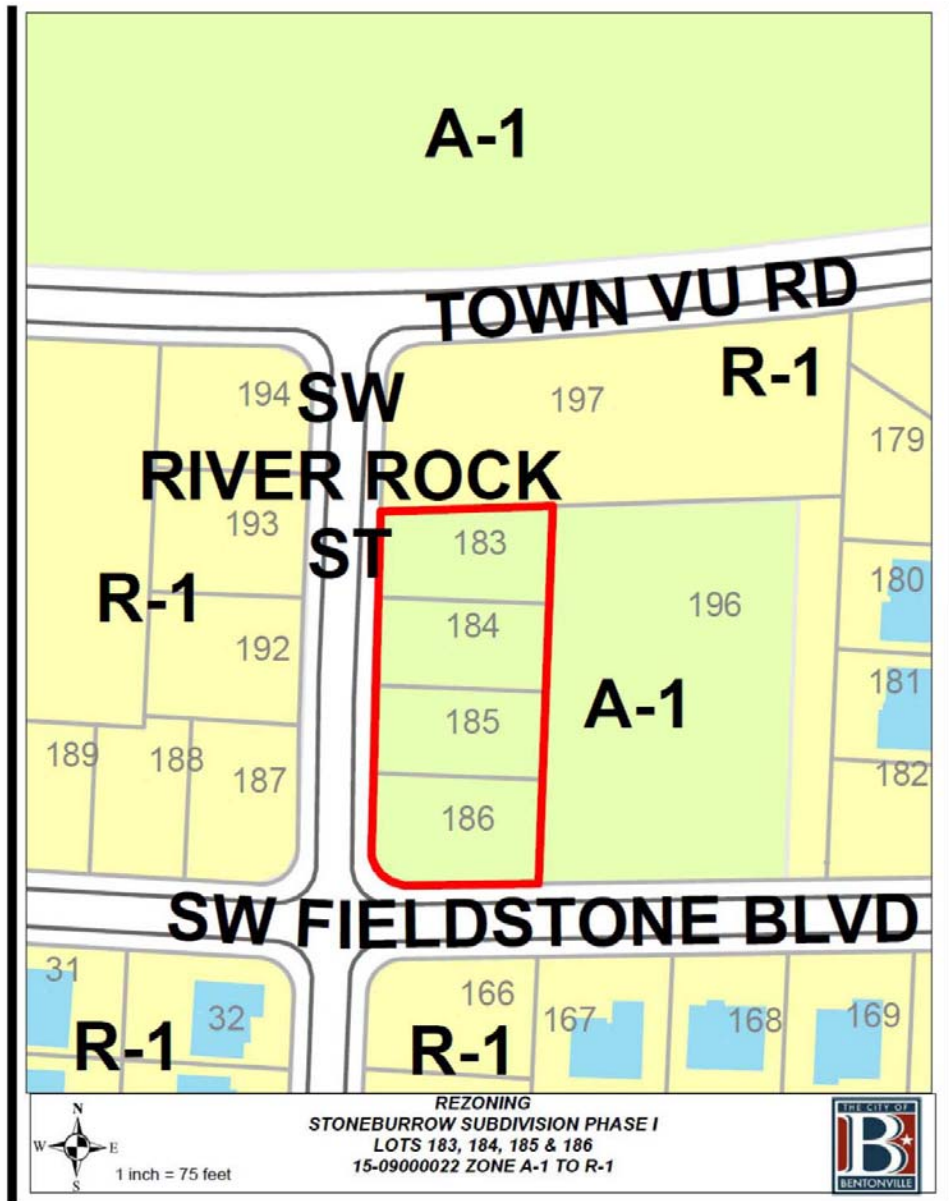
Finding(s) of Staff: The proposed zoning will not adversely impact the public infrastructure. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville’s Future Land Use Map, which depicts this property as Low 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 **A-1, Agricultural** to **R-1, Single Family Residential**.



ORDINANCE NO. _____

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

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

Lots 183, 184, 185 and 186 of Phase I, Stoneburrow Addition to the city of Bentonville, Arkansas, as shown on the Final Plat, Record Book 2005, page 960, in the Benton County Circuit Clerks office.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of July 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



The City of Bentonville, Arkansas

PC Meeting of: July 7, 2015

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

REZONING: Central Investments, LCC, I-2, Heavy Industrial, to C-2, General Commercial

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: July 7, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000023

Applicant/Current Owner: Central Investments, LLC

Representative: Morrison Shipley Engineers (Kevin McClafflin)

Requested Action: Rezoning

Location: 1500 East Central Avenue

Existing Zoning: I-2, Heavy Industrial

Proposed Zoning: C-2, General Commercial

Future Land Use Map Designation: Industrial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; the property is vacant in an established commercial area.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant commercial Parcel	C-2, General Commercial	Mixed Use
South	Industrial Warehousing	I-2, Heavy Industrial	Office
East	Commercial Office	I-2, Heavy Industrial	Industrial & Office
West	Commercial Office	C-2, General Commercial	Office

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	East Central Avenue	Arterial	5 lane asphalt curb & gutter
South	-	-	-
East	-	-	-
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 **June 3, 2015** and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **June 6, 2015**. In addition, staff posted a notice of public hearing sign on the property on **June 23, 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 C-2, General Commercial zoning designation is a recommended zoning for this property. This location will provide goods and services along an already established commercial corridor.

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.

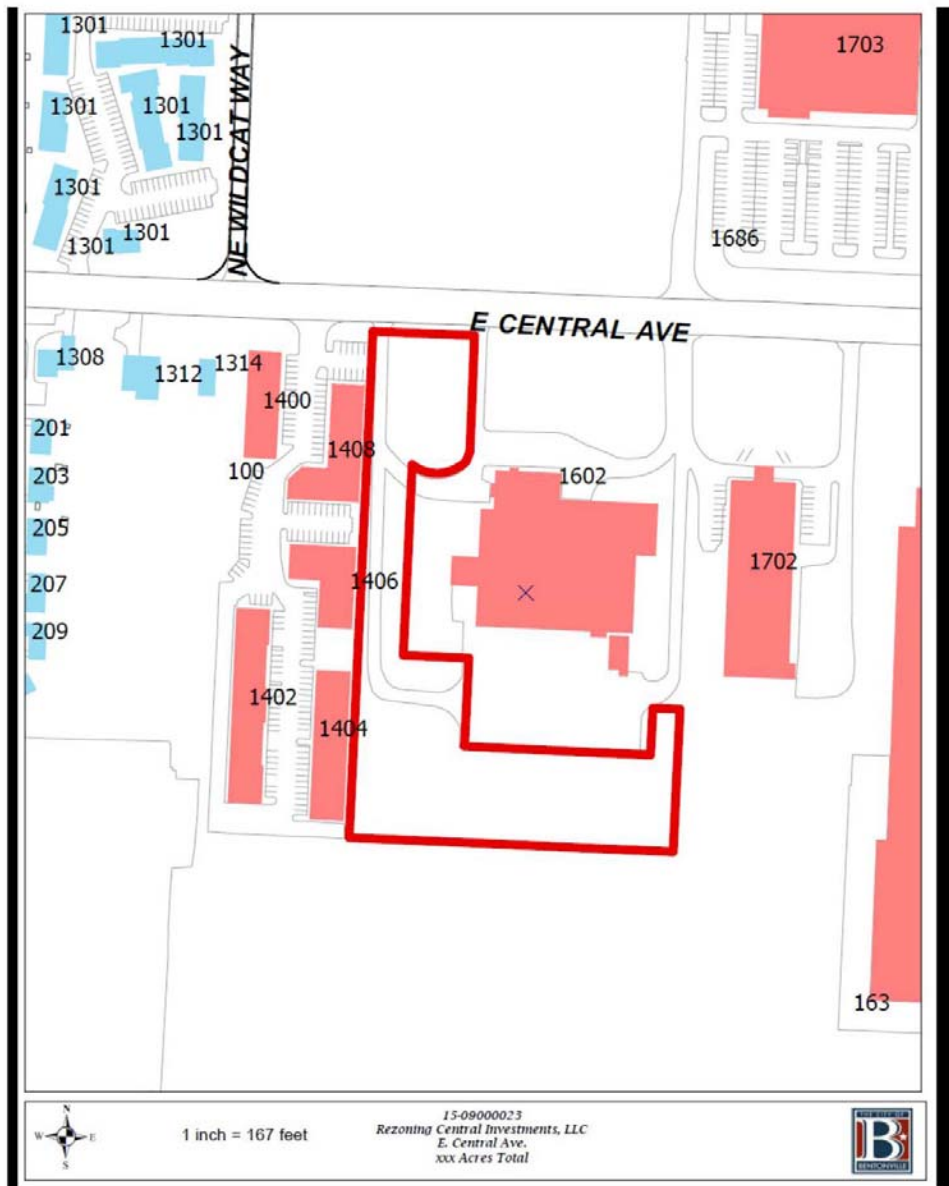
Finding(s) of Staff: The proposed zoning will not adversely impact the public infrastructure. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's General Plan and will be consistent with the transition from the I-2 Heavy Industrial zoning on the south side and the commercial corridor of East Central Avenue to the north.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **I-2, Heavy Industrial** to **C-2, General Commercial**.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO C-2, GENERAL COMMERCIAL.

WHEREAS, Central Investments, 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 C-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Part of Lot 1 and all of Lot 2, Kennametal – Lot Split, as filed in Book 2006, at page 1376, being part of the Northeast Quarter Northeast Quarter (NE1/4 NE1/4) of Section 32, Township 20 North, Range 30 West, of the Fifth Principal Meridian, Bentonville, Benton County, Arkansas, and more particularly described as follows:

BEGINNING at the Northwest Corner of said Lot 1, Kennametal – Lot Split, from which, the Northwest Corner of said Northeast Quarter Northeast Quarter (NE1/4 NE1/4) bears North 87°10'43" West, 224.76 feet and North 02°24'02" East, 40.46 feet. Thence by bearing and distance (basis of bearing, Grid North), South 87°44'01" East a distance of 156.96 feet to a set 1/2" rebar with PS #1507 cap; thence South 02°16'59" West a distance of 179.91 feet to a set 1/2" rebar with PS #1507 cap; thence 16.50 feet along a curve to the right, having a radius of 21.00 feet and being subtended by a chord bearing and distance of South 23°55'13" West, 16.08 feet, to a set 1/2" rebar with PS #1507 cap; thence 90.02 feet along a curve to the right, having a radius of 64.11 feet and being subtended by a chord bearing and distance of South 86°39'11" West, 82.81 feet to a set 1/2" rebar with PS #1507 cap; thence South 02°40'18" West a distance of 293.91 feet to a set 1/2" rebar with PS #1507 cap; thence South 87°19'42" East a distance of 100.97 feet to a set PK nail with PS #1507 washer; thence South 02°40'18" West a distance of 136.26 feet to set PK nail with PS #1507 washer; thence South 87°19'42" East a distance of 287.11 feet to a set 1/2" rebar with PS #1507 cap; thence North 02°41'37" East a distance of 72.58 feet to a set 1/2" rebar with PS #1507 cap; thence South 87°18'23" East a distance of 41.72 feet to a set 1/2" rebar with PS 1507 cap on the east line of said Lot 1; thence South 02°41'37" West along said east line a distance of 220.32 feet to an existing 5/8" rebar at the Southeast Corner of said Lot 1; thence North 87°26'52" West a distance of 499.75 feet to an existing 5/8" rebar with PS #1286 cap at the Southwest Corner of said Lot 1; thence North 02°40'18" East a distance of 781.42 feet to the Point of Beginning, containing 3.522 acres, more or less.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of July 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 C-2 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 C-2 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

Planning Commission Staff Report
Resolution: Bicycle and Pedestrian Master Plan – 2015 Update

TO: Bentonville Planning Commission Members
FROM: Troy Galloway, AICP, Community and Economic Development Director
Shelli Kerr, AICP, Planning Services Manager and
David Wright, Parks and Recreation Director
PC DATE: July 07, 2015

BACKGROUND

The Northwest Arkansas Regional Planning Commission (NWARPC) completed the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan last fall. The plan is built upon a balanced approach to engineering, education, encouragement, enforcement, and evaluation. This approach provides a regional framework for policies, projects and programs that can be implemented at the local level. The regional plan includes Individual Community Action Plans for cities in the region, including one for Bentonville.

NWARPC has requested each city to endorse the regional plan and to update their community bicycle and pedestrian plans in accordance to the proposed Individual Community Action Plans.

PURPOSE

The purpose of this agenda item is to endorse the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan and to adopt the Bentonville Bicycle and Pedestrian Master Plan – 2015 Update. Bentonville's updated plan incorporates the recommendations in Bentonville's Individual Community Action Plan provided in the regional plan.

PROPOSED CHANGES

The following are the key changes proposed in Bentonville's Bicycle and Pedestrian Master Plan – 2015 Update.

Ch. 1 Introduction

- Added a purpose for the update - *Page 1.3*
- Added a description of the six E's (Engineering, Education, Encouragement, Enforcement, Evaluation, and Equity) - *Page 1.4*

Ch. 2 Facilities

- Revised facility descriptions for consistency with the NWA Regional Plan – *Page 2.1*
- Added 2015 trail miles – *Page 2.2*
- Added North Walton trail as an existing trail to the Existing Trail Facilities table – *Page 2.3*
- Added new Existing Trails and Paths map – *Page 2.5*
- Added seven new shared roadways (these were street sections where sharrows were recently installed) to the Shared Roadways table – *Page 2.9*
- Added a new Shared Roadways map – *Page 2.11*

Ch. 3 Action Plan

- Added policies from the NWA Regional Plan – *Page 3.2*
- Revised time frames on the Implementation tables – *Pages 3.4 -3.13*
- Removed several projects that have been completed – *Pages 3.4 – 3.12*
- Added two new projects to the Implementation as shown on the NWA Regional Plan:
 - (1) Sidepath on Rainbow Road to connect to Cave Springs – *Page 3.7*
 - (2) Sidepath on Hwy 102 to connect to Centerton – *Page 3.8*
- Added a section on Evaluation to the Implementation table – *Page 3.13*
- Added a new Bicycle and Pedestrian Master Plan map – *Page 3.15*

Ch. 4 Design Standards

- Revised terms for consistency with regional plan – *Pages 4.3, 4.6, 4.11,*
- Added standards for a separate bikeway – cycle track; bicycle boulevard – *Pages 4.9, 4.10*
- Referenced use of the regional greenway wayfinding signage standards – *Page 4.30*

Changes to Master Plan Map:

Paths and Trails:

- Changed proposed Downtown Trail Extension to existing
- Changed portion of North Walton Trail from proposed to complete
- Added arrows showing proposed connections to Centerton, Rogers and Cave Springs trail systems.
- Highlighted the Razorback Greenway and Heritage Trails
- Extended 8th Street sidepath east to connect to proposed Water Tower Rd side path and to the west to Elm Tree Rd
- Added sidepath to Hwy 102 between SW I Street and Centerton
- Added sidepath to NW 3rd Street

Shared Roadways:

- Changed proposed shared roadways on 18th Street and Woods Creek to existing.
- Added existing shared roadways on Bright Road, Citizens Circle, and Battlefield Rd.

RECOMMENDATION

Staff recommends that Planning Commission recommend to City Council that the Bentonville Bicycle and Pedestrian Master Plan – 2015 Update be approved.

RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE NORTHWEST ARKANSAS REGIONAL
BICYCLE AND PEDESTRIAN MASTER PLAN AND ADOPTING THE
BENTONVILLE BICYCLE AND PEDESTRIAN MASTER PLAN -2015 UPDATE**

WHEREAS, the Northwest Arkansas Regional Planning Commission along with its member communities completed a comprehensive regional planning process involving extensive public involvement and community participation, including the development of 25 Individual Community Action Plans for communities with a population of over 1,000; and

WHEREAS, the vision for the bicycle and pedestrian trail and roadway system is that it will comfortably, safely, and efficiently accommodate bicycle and pedestrian transportation; link local and regional attractions to make the area a world-class bicycle and pedestrian destination; and that walking and bicycling will become a common, enjoyable, and viable transportation and recreation choice that promotes active living and a high quality of life in Northwest Arkansas; and

WHEREAS, the plan is built upon a balanced approach to Engineering, Education, Encouragement, Enforcement, and Evaluation which provides a regional framework for policies, projects and programs that can be implemented at the local level; and

WHEREAS, every community in the region is unique and will develop in its own way – but will do so with a common vision of becoming more walkable, bikeable and livable places for residents, visitors, and businesses in NWA; and

WHEREAS, the City of Bentonville has updated the Bentonville Bicycle and Pedestrian Master Plan to incorporate recommendations of the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan,

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the NWA Regional Bicycle and Pedestrian Master Plan.

Section 2: That the City Council of the City of Bentonville hereby adopts the *Bentonville Bicycle and Pedestrian Master Plan - 2015 Update* as shown as Exhibit "A", attached hereto and made a part hereof.

Section 3: That the city will work towards implementing a balanced approach to Engineering, Education, Encouragement, Enforcement, and Evaluation based on the regional framework for policies, projects and programs that can be implemented at the local level and as described in the master plan.

PASSED and APPROVED this ____ day of _____, 2015

APPROVED

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Request acceptance of a donation from Walmart Stores Inc. in the amount of \$25,000.00 for the purchase of trees for the City of Bentonville's 3rd Annual Tree Planting Blitz.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Accounting/Purchasing

Date of Request: June 23, 2015

[illegible]

Justification:

Acceptance of donation from Wal-Mart for Make a Difference Day event, Friday, October 16, 2015.

FOR ACTING USE ONLY

Council Action: **Approved** **Disapproved** **Other** _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





MEMO

TO: City Council, Mayor McCaslin
FROM: Troy Galloway, AICP, Community and Economic Development
Director 
DATE: June 16, 2015
RE: Walmart Store Inc. Donation – 3rd Annual Tree Planting Blitz

We seek acceptance of a donation from Walmart Stores Inc. in the amount of \$25,000 to assist in the purchase of trees for the City of Bentonville's 3rd Annual Tree Planting Blitz which is to be held on October 16, 2015. The project will involve the purchase of 988 trees in 12 varieties. Upon acceptance of the donation the project will go out to bid for the purchase of the trees.

Thank you for your consideration. Please contact me if you have questions or want to discuss in more detail at (479)-531-4894.

Jon Stanley

From: Michael Lindsey <Michael.Lindsey@walmart.com>
Sent: Wednesday, June 03, 2015 10:08 AM
To: Jon Stanley
Subject: Re: City of Bentonville 3rd Annual Tree Planting Blitz

I will put in the check request this week. It typically takes a month for the Foundation to cut a check but we are definitely supporting the project with a \$25,000 donation.

Is this email enough to let you go ahead and order them or do you need something on letterhead? If so I am likely not going to be in the office the rest of this week so it would be next week before I could get that to you.

Thanks,
Michael Lindsey
479-530-8009

> On Jun 3, 2015, at 9:43 AM, Jon Stanley <JStanley@bentonvillear.com> wrote:

>

> Good Moring Michael,

>

> I hope this finds you doing well!

>

> Troy Galloway has asked that I contact you in regards to this year's Tree Planting Blitz. We are in the process of trying to order the trees for this year's event and before I can go to City Council to get the necessary approval I will need to secure the Walmart donation of \$25k. This can be in the form of a letter stating the commitment of the \$25k or the actual check. Would you be able to help me with this?

>

> I greatly appreciate your help and if you need anything from me please just let me know. Thank you!

This email and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this email in error destroy it immediately. *** Walmart Confidential ***



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for a utility easement vacation requested by Kelli L. Dellinger, located in Blueberry Heights Subdivision.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE



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 Kelli L. Dellinger, requesting a utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Part of Lot 18, Block 2 of Blueberry Heights, City of Bentonville, Benton County, Arkansas as shown in Plat Book P3, Page 493 of the Benton County Records, and being more particularly described as:

Commencing at the SE Corner of said Lot 18, thence N 00°36'28"East 18.60 feet, thence N89°23'32"West 12.00 feet to the Point of Beginning, thence S89°18'05"East 12.48 feet, thence S00°41'55"East 23.69 feet to the Point of Beginning, containing 301.92 Square Feet.

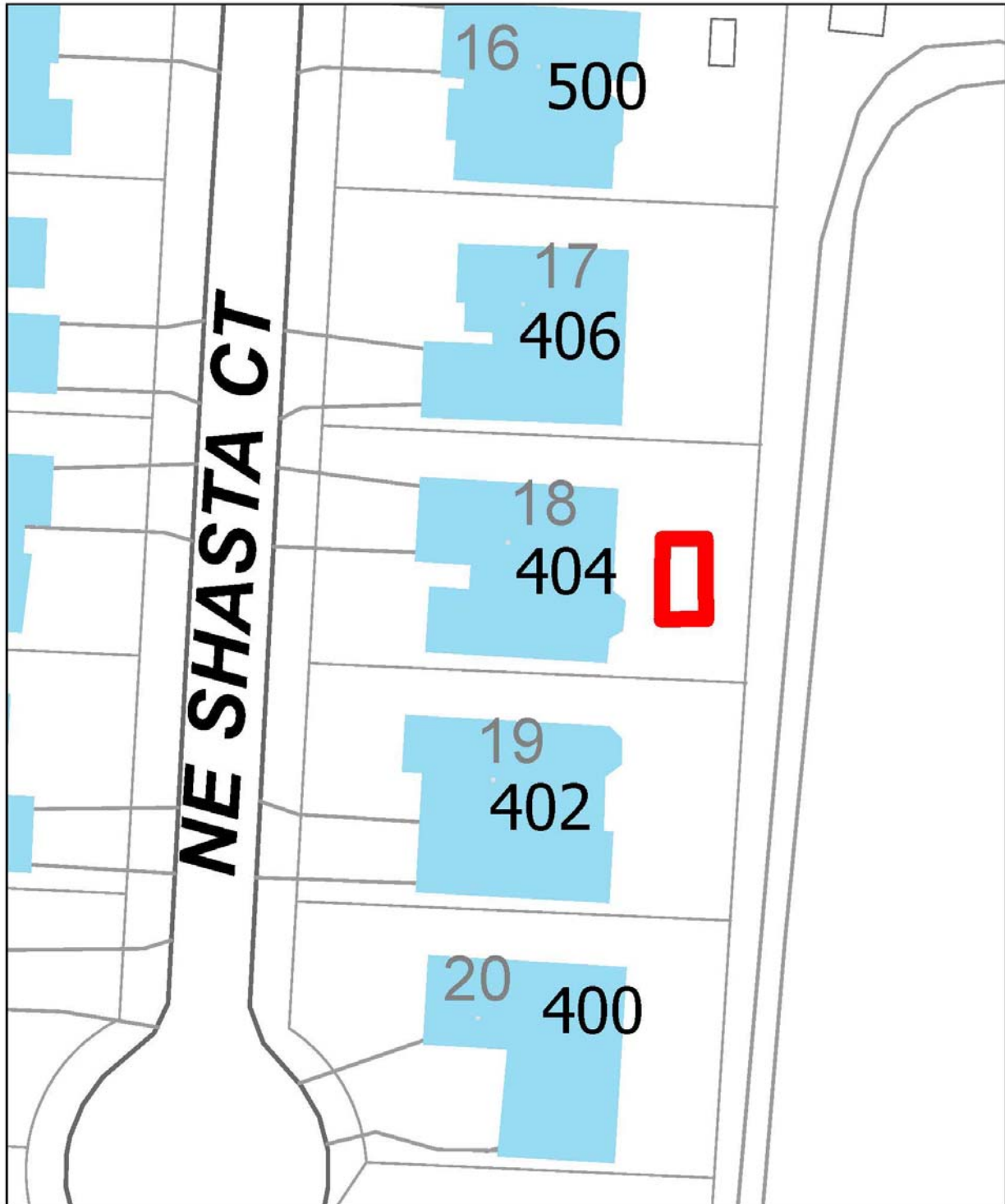
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a utility easement at the above described property is set for hearing on July 28, 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



1 inch = 35 feet

*Alley Vacation/Street Vacation
Lot 18 Blueberry Heights Sub Phase 2
301.92 Square Feet*





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for a alley and street right of way vacation located in W. A. Burks Addition requested by Bryan Harvey.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



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 Bryan M. Harvey, requesting an alley and street right of way vacation within the City of Bentonville, Arkansas be vacated, which said alley and street right of way vacations are described as follows:

A portion of the 50' wide platted utility easement lying between Blocks 9 and 13 of W.A. Burks Addition to the City of Bentonville, Arkansas being more particularly described as follows: To-Wit: Beginning at the northeast corner of Lot 24, Block 9 and running thence S87°50'09", thence S01°39'06"W 362.11', THENCE N87°19'26"W 50.00'; THENCE N01°39'06"E 361.66' to the POINT of BEGINNING, containing 0.42 acres, more or less. Subject to all easements and rights-of-way of Record.

A 14' wide platted utility easement lying between Lots 18 and 19 in Block 9 of W.A. Burks Addition to the City of Bentonville, Arkansas being more particularly described as follows: To-Wit: Beginning at the southwest corner of said Lot 19 and running thence S87°19'26"E 149.69', THENCE S01°39'06"W 14.29', THENCE N87°19'26"W 149.68', THENCE N01°35'20"E 14.29' to the POINT of BEGINNING, containing 0.05 Acres, more or less, subject to all easements and rights of way of Record.

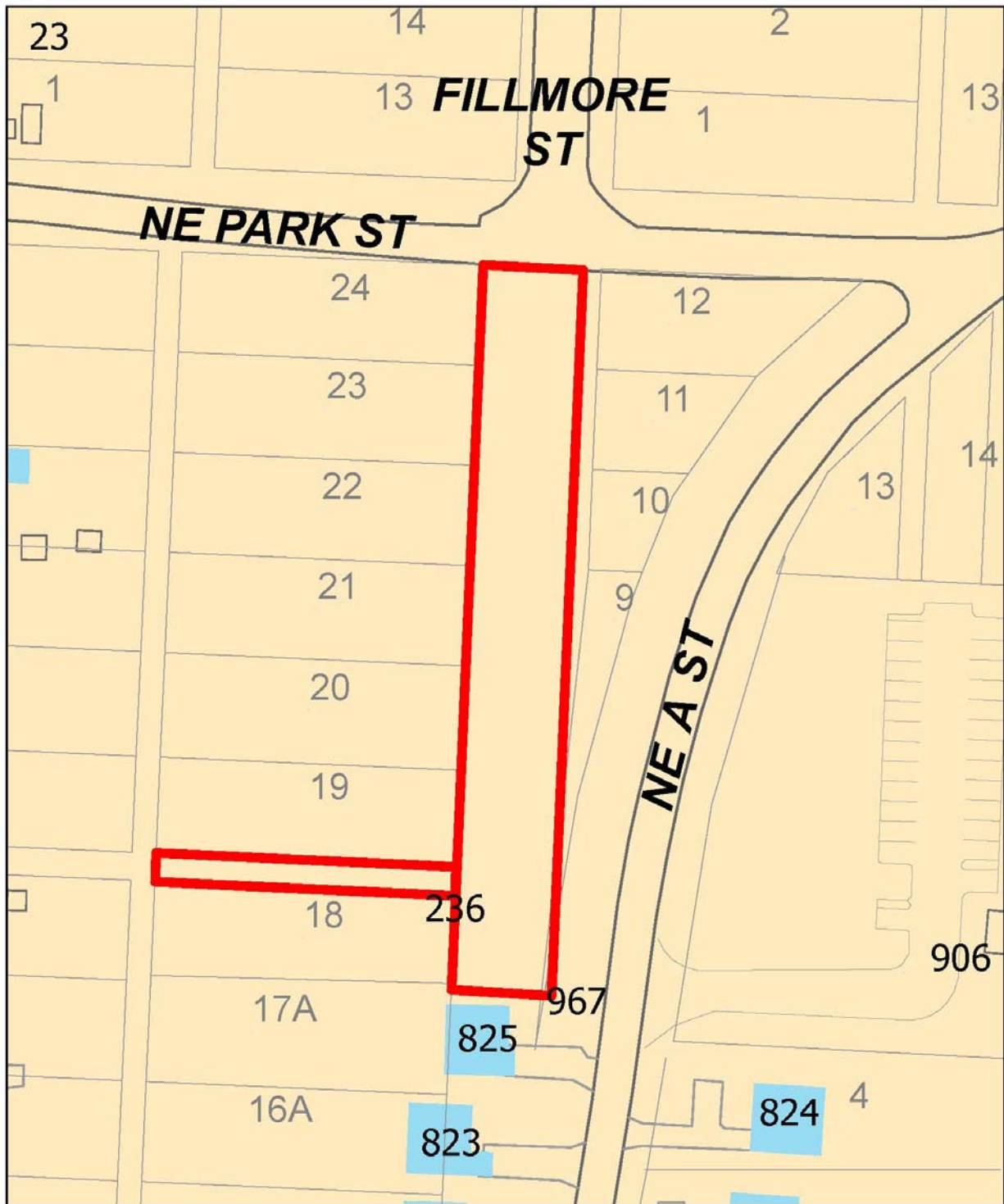
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate an alley and right of way at the above described property is set for hearing on July 28, 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



1 inch = 60 feet

Alley Vacation/Street Vacation
W.A. Burks Addition
Street (.42 Acres) Alley (.05 Acres)





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request that to declare (4) police vehicles as surplus. The four vehicles include a 2010 Ford Crown Vic (unit 2010-90, VIN 2FABP7BVAX127928), a 2008 Ford F-150 with a fiberglass animal box (unit 2010-72, VIN 1FTRF12W08KE22671), a 2008 Dodge Durango (unit 2010-66, VIN 1D4HB38N78F148267), and a 2007 Ford Crown Vic (unit 2010-43, VIN 2FAFP71W37X111452). The 2010 Crown Vic was totaled earlier this year in an accident and retained for use as a parts vehicle. Numerous parts have been taken from this vehicle to repair other cars, including the engine. It is no longer of use and can be traded to Fast Auto for a 1 hour labor credit and transportation for disposal. The 2008 Ford F150 is being replaced in this year's budget. This vehicle is equipped with a 2002 fiberglass animal box and lights and sirens. It can be transferred to the City of Pea Ridge Police Department with lights, siren, and specialty box attached which would save the costs associated with the removal of these items and also be a responsible disposition of this specialized vehicle. Pea Ridge would use the truck for patrol and animal control needs. The 2008 Dodge Durango and 2007 Ford Crown Vic are also being replaced in this year's budget and are equipped with lights, sirens and other law enforcement specific items. These two vehicles can be transferred to the Arkansas Law Enforcement Training Academy (ALET) with lights, sirens and other equipment attached, and likewise save costs associated with removing these items. ALET would utilize these vehicles for the operation of the academy and also driver training which would further benefit our city and police department.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare (4) 26 inch Cannondale Caad 2 mountain bike police department bicycles as surplus. The four bikes include the following serial numbers, #266642FMN2GLG, #266692FMN2GXL, #264935BFMN2GMD, #411541DFMN2GLG. These bikes have been in service for more than 13 years and replacement parts are becoming difficult to source. Upon being declared as surplus, these bikes can be traded in to Lewis and Clark Outfitters in Rogers for \$150.00 credit each (\$600.00 total). This \$600.00 credit can be applied toward the purchase of 1 new bicycle for our bike team, covering approximately 1/2 of cost of the new bike.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approve the addition of four (4) new full-time custodians to support cleaning and housekeeping activities at the new Bentonville Community Center. Currently, cleaning is being accomplished by Parks Maintenance Workers and Full-Time Temporary workers. The total cost for the next 6 months is \$63,236.00. The current budgeted dollars are \$43,680.00. The budget shortfall is \$19,557.00. The \$43,680.00 will be transferred from Parks and Recreation to Public Works Maintenance and the additional budget adjustment amount will also be added to Public Works Maintenance to fully fund these positions. A budget adjustment in the amount of \$19,557.00 will be required to support this change.

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	19,557
Remaining After Adjustment	\$

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-28
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$254,914.00. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$254,914

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: July 6, 2015

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **3-ph. transformer bid award #15-28**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$254,914.00. The low bidders for the various items are as follows:

Techline in the amount of \$254,914.00

This award is for six months, July-December 2015. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-33
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award bid for a 4x4 cab/chassis to MHC Kenworth in the amount of \$95,000. This is a 2015 budgeted item.

COST TO CITY:

Cost of this Request: \$95,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: July 7, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: 4x4 Cab & Chassis Bid #15-33

The City Of Bentonville recommends awarding bid #15-33 for the purchase of the a 4x4 cab & chassis to MHC Kenworth in the amount of \$95,000.00. On June 9, 2015 the City Council approved a budget modification to replace the line item of a 20-Ton crane with a digger derrick. This cab and chassis will be used for the digger derrick. The digger itself will be purchased using the National Joint Power Alliance (NJPA) which is a cooperative purchasing contract.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 7/9/2015
Re: Bid award #15-33

The 2015 Electric Department budget included the purchase of one (1) Aerial Truck. Formal bids were received from the following Companies for the Cab & Chassis, The Aerial Unit will be purchased separately through a Cooperative Purchasing Contract.

MHC Kenworth	\$95,000.00
Springdale, AR	

Truck Centers of Arkansas	Did not meet specifications of bid
Springdale, AR	

The Purchasing Office recommends award of Bid #15-33 for the purchase of one (1) Kenworth Cab & Chassis unit be awarded to MHC Kenworth in an amount of \$95,000.00.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council waive competitive bidding requirements for replacement of slide gates in the influent channel at the Wastewater Treatment Plant. Staff recommends purchasing gates from Instrument and Supply, Inc. for a total cost of \$27,065.00. The gates need replaced as soon as possible due to excessive corrosion and failure. This purchase is ahead of the construction contract due to long lead time of 9-12 weeks and essential repair schedule.

COST TO CITY:

Cost of this Request: \$27,065

Additional Budget Amount \$27,065

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	27,065
Remaining After Adjustment	\$ 27,065

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>7/14/2015</u>		
Requested by:	<u>Mike Bender</u>		
Department:	<u>Public Works Director</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Slide Gates</u>		
Year & Model:	<u>NA</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Instrument & Supply, Inc.</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:		<u>\$25,065</u>
	Tax:		<u></u>
	*Other:		<u>\$2,000.00</u>
	TOTAL		\$ 27,065.00
* List all other costs: Freight			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Purchase 3 slide gates @ \$8,355.00 each to replace existing slide gates in influent channel at wastewater treatment plant. Emergency replacement. Long lead time and critical timing of installation require advanced purchase.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: July 7, 2015

Re: Excessive Corrosion of Influent Channel at Wastewater Treatment Plant

Staff recommends City Council approve a request to waive competitive bidding requirements and approve a budget adjustment for the purchase of 3 slide gates from Instrument & Supply, Inc. to replace excessively corroded gates in the influent channel at the wastewater treatment plant in the amount of \$27,065.00. This price includes all 3 gates. Lead time of 9-12 weeks on gates. Project needs to be completed in low flow time of plant which is typically August – September.

In May, staff found a gate on the influent channel in bad condition. Upon further inspection, it was discovered that the concrete influent channel itself had severely corroded as well as the other gate. Staff acquired Garver, LLC to assist with design and recommendations. Garver and staff have also worked with a couple of contractors to determine the best method to repair the work since the construction conditions are very harsh and flow into the plant and influent channel can not be completely stopped.

This purchase is ahead of final design and construction contract due to the excessive lead time and the need to perform the repair work during the lowest flows possible. Flows are lowest in the summer months and it would be ideal to have the repairs completed before fall.

This project will be funded by money left over in the EPA setaside. The City received a new permit effective July 1, 2015 thus bringing the EPA TMDL issue to resolution. There is approximately \$250,000.00 in the setaside account. Final construction cost has not been determined yet as the project is still under design. A construction agreement will be brought to Council as soon as it can be prepared.

Thank you for your consideration of this request.



9665 SW Tualatin-Sherwood Rd.
P.O Box 100
Tualatin, Oregon 97062
Phone: (503) 692-5460
Fax: (503) 210-0602
Email: sales@plasti-fab.com
Web: www.plasti-fab.com

Reference: QT-2413/1

Quote _____

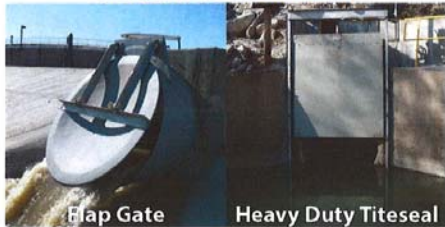
Thank you for the opportunity to provide the following quotation
which has been prepared exclusively for:

For
Bentonville - Gates - AR
06/30/2015

Plasti-Fab has been providing world class composite solutions for over forty five years.

Flow Control Products

www.plasti-fab.com/flowcontrol



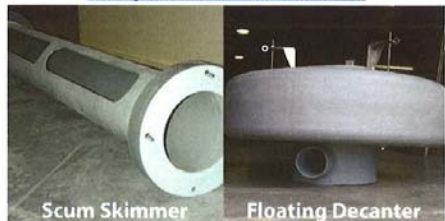
Flap Gate **Heavy Duty Tite Seal**

Additional Products

• Slide Gates • Wedging Tite Seal™ Gates • Light Duty Slide Gates • Stop Gates • Downward Opening Weir Gates • Stop Logs

Flow Moderation Products

www.plastifab.com/flowmoderation



Scum Skimmer **Floating Decanter**

Additional Products

• Diversion Manholes • Energy Absorbing Manholes • Storm Water Manholes • Screening Manholes • Troughs and Launderers

Flow Measurement Products

www.plastifab.com/flowmeasurement



Parshall Flume **Packaged Manhole**

Additional Products

• Mag. Meter Manholes • Palmer-Bowlus Flumes • Trapezoidal Flumes • H Flumes • Cutthroat Flumes • Montana Flumes • Nested Flumes • V-Notch Weirs

Premium Rugged Shelters

www.plastifab.com/shelters



Everlast Shelter **Model Shelter**

Additional Products

• Protector Series of Flat Wall Instrument • DuraFab Series of Equipment Covers



• Weirs
Composite Structural & Industrial Solutions www.plasti-fab.com/customcomposites – Custom Composite Solutions

Account Manager: Mike Keegan
 Central Region Sales
 503-970-7589
 mkeegan@plasti-fab.com

Prepared by: Damon Quint
 Estimator

Instrument & Supply, Inc. Date: 07/07//2015
 ATTN: Chris Buntin, PE
 Project: Bentonville - Gates - AR
 Quotation Number: QT-2413/1C

Qty	Description	Price	Total
3	Heavy Duty Tite seal Sluice Gate 2'-6" wide x 2'-6" high with: T-316 stainless steel surface mounted guide frame 6'-0" high Non-self contained Composite FRP gate body Max deflection L/360 at 13'-0" seating/unseating head T-316 stainless steel operating stem 1-1/4" diameter, 14'-6" length Clear stem cover 2:1 Gear Lift with 24" hand wheel T-316 stainless steel floor mounted pedestal 36" high (2) Wall mounted UHMW stem guides Neoprene hollow bulb J-seals and flush bottom seal T-316 stainless steel anchor bolts	\$8,355.00	\$25,065.00
NET Subtotal			\$25,065.00
Freight			\$2,00.00
TOTAL NET FFA			\$27,065.00

Notes:

Terms: Unless otherwise specified, Plasti-Fab standard terms are NET 30. All orders under \$1,000.00 are payable by credit card or wire transfer to be charged when product ships.

Submittal Charges: Submittal Charges apply to:
 1) Submittal Packages that require binding
 2) O&M Manuals

Charges are per printing. \$300.00 for the first (6) copies and \$50.00 each for all additional copies. Preliminary and Final copies will be considered (2) printings and will each require the \$300.00 initial charge. Electronic copies of O&M Manuals are \$300.00.

Freight: Freight is quoted FFA.

Prints: All orders require approval prints. Prints will be sent to customer within **2-4** weeks of order placement or complete application information, whichever is later. Not including day of receipt of order, weekends or Holidays.

Shipping: Shipping will be **6-8** weeks after approval of prints, not including day of approval receipt, weekends or Holidays

Validity: The price for item(s) quoted is valid for 90 days, freight rate is valid for 30 days

Taxes: Taxes are not included on this quote. Upon receipt of Purchase Order, please forward either your Tax Resale No, or Exemption Certificate. Taxes are the responsibility of the BUYER unless otherwise agreed upon.

Escalation: The quoted price is subject to escalation if the shipment date exceeds 180 days (6 months) from the Purchase Order Date. The proposal shall remain firm subject to specific escalation provisions contained in the proposal. In the event of increases in the price of raw materials to Plasti-Fab Inc. in excess of 10%, as determined by the PPI industrial chemicals index, during the course of the project, the price of the balance of the project shall be escalated in direct proportion to the PPI industrial chemicals index, increase.

Terms & Conditions: All orders are subject to Plasti-Fab Terms and Conditions attached.

Quotation: The equipment quoted above is based upon:

- 1) Information received, not including Specifications or Contract Drawings
- 2) Contract Drawings
- 3) Specifications
- 4) Additional information provided during Engineer Consultation

This quotation is only for the equipment specifically listed above and does not include any additional items referred to, inferred or assumed to be included by any specification, correspondence or conversation.

Delivery: Customer has 15 days to inspect shipment for accuracy. After 15 days Plasti-Fab will not be liable for any missing or damaged products.

This Quote has been proudly prepared by: Damon Quint
Estimator
503-692-5460 x206
dquint@plasti-fab.com

PO Box 100 (Mailing)
9665 S.W. Tualatin-Sherwood Road
Tualatin, OR 97062
www.plasti-fab.com



PLASTI-FAB TERMS & CONDITIONS

1. GENERAL

A. Unless specifically agreed otherwise, the Buyer's agreement to purchase from Plasti-Fab Inc. shall constitute acceptance of the Terms and Conditions as stated herein.

B. Plasti-Fab Inc. will sell only the goods, services, equipment, or materials specifically set forth in the proposal, and/or PO agreement, any modifications or revisions must be agreed to by Plasti-Fab Inc. Plasti-Fab Inc. undertakes no responsibility for furnishing any other goods, services, equipment, data or materials shown in any plans or specifications incorporated directly or by reference in the Buyer's Purchase Document.

C. Plasti-Fab's quotation, Terms and Conditions, and the Buyer's Purchasing Document, are hereinafter referred to as the Agreement.

D. Specifications: Seller shall have no responsibility or liability for errors or conflicts in specifications, drawings or other technical information furnished to it by Buyer. Buyer agrees to indemnify and hold Seller harmless against all loss, liability, and expenses, incurred by Seller on account of any such error or conflict.

2. PRICE AND TERMS OF PAYMENT.

A. The purchase price for the goods, as quoted in US Dollars, shall be as set forth in this Agreement. Unless otherwise specified, the net purchase price shall be 1% discount if paid within 15 days, payable in full thirty (30) days from date of invoice. NOTE: Plasti-Fab is a material supplier not a subcontractor. This quotation is valid only under above payment terms. Longer payment terms, pay-when-paid, or partial payment retention arrangements, if agreed to, will change the purchase price. If shipment of the goods is made in units or lots, payment for each unit or lot shall be due on shipment of each unit or lot at the price for each unit or lot established in the Agreement, or in an amount equal to the percentage of the total purchase price represented by that unit or lot of the listed price established in the Agreement, if unit or lot prices are not listed.

B. The price does not include operation manuals or instruction books unless specifically itemized.

C. If Buyer requests that Plasti-Fab Inc. hold or warehouse goods after they are ready for shipment, Buyer will pay Plasti-Fab Inc. a sum to include all storage charges and moving and handling expenses to and from storage, dunnage, and storage materials in connection with storage of goods. In addition, Buyer will pay the total purchase price within thirty (30) days from the date the Buyer is notified by invoice that goods are ready for delivery.

D. Accounts past due shall bear interest at the rate of one and one-half percent (1 1/2%) per month, or the maximum legally permitted rate of interest of the governing law of Oregon, and if it is necessary to engage legal counsel and/or collection agent with regard to a past due account, Plasti-Fab Inc. will be entitled to collect all costs, expenses, and attorneys fees. Acceptance of this service charge shall not be deemed a waiver of any right Seller may have by reason of non-payment by the Buyer.

3. TITLE AND USE.

Plasti-Fab Inc. hereby warrants that it is the lawful Owner of any goods, materials, or equipment, proposed to be sold and that it will have a good title to such goods, materials, or equipment with the full right to sell and convey the goods.

4. DELIVERY AND RISK OF LOSS.

Unless otherwise specifically agreed, all sales will be made F.O.B. Plasti-Fab Inc. The Buyer will pay all costs of shipment and any payment by Plasti-Fab Inc. of freight or other charges that shall be for the account of the Buyer, and shall not extend the obligations of Plasti-Fab Inc. with respect to delivery. Risk of loss or damage shall pass to the Buyer on delivery to the carrier at Plasti-Fab's plant, notwithstanding any provisions for payment of freight or insurance by Plasti-Fab Inc., or the form of the shipping documents. If the Buyer desires any particular mode or routing shipment, Buyer shall so notify Plasti-Fab Inc. of full details.

5. SECURITY INTEREST.

The Buyer grants to Plasti-Fab Inc. a security interest in any goods, materials or equipment ("Collateral") which will be purchased hereunder as security for the performance by the Buyer of all obligations due Plasti-Fab Inc. The Buyer agrees to protect and maintain the Collateral by all reasonable means and not to sell any part of the Collateral or any interest of the Buyer in the Collateral except with the prior written consent of Plasti-Fab Inc. If Buyer defaults, Plasti-Fab Inc. may exercise all rights and remedies as secured party for Seller under the Uniform Commercial Code provided, however, provisions herein shall in no way limit any other rights of Plasti-Fab Inc. in the event of Buyer's default or failure to make payment. Buyer further grants Plasti-Fab Inc. the authority to execute and file any and all necessary financing statements to enable Plasti-Fab Inc. to perfect its security interest granted herein by filing or other public notice. Plasti-Fab Inc. shall retain all lien rights and payment bonds against Buyer, and the project. Seller hereby retains a security interest in goods until Seller has been paid in full. Seller reserves the right before making any delivery to require payment in advance.

6. BUYERS CREDIT.

All deliveries shall be subject to approval of Sellers Credit Department, and if Buyer fails to comply with such requirement, Seller may terminate this contract. If the financial responsibility of the Buyer is materially adversely changed or otherwise becomes impaired or unsatisfactory to Plasti-Fab Inc., or the Buyer defaults under any contract with Plasti-Fab Inc., advance payments shall be given by the Buyer upon demand by Plasti-Fab Inc., and shipments will be withheld until such payment is received.

7. TAXES.

All new taxes, excises, or other government charges which may hereafter be imposed on the production, sale, or transportation, of the materials which are to be sold, and which Plasti-Fab Inc. may be required to pay, shall become part of the price payable by the Buyer. Unless separately stated, all prices are to be quoted, all orders accepted, and all billings rendered, exclusive of all federal, state and municipal taxes of any kind. Except where required by law, Buyer agrees to reimburse Plasti-Fab Inc. for all such taxes where the applicable law requires Plasti-Fab Inc. to report and pay said tax. Plasti-Fab Inc. is not to report, collect or pay any tax which may be imposed, and Buyer is to report and pay all taxes so imposed, and is to hold Plasti-Fab Inc harmless thereof. Buyer agrees to provide documentation to Seller if exempt from tax.

8. FIRM PRICE & TERMS OF PAYMENT.

A. Proposals shall remain firm subject to specific escalation provisions contained in the proposal. In the event of increases in the price of raw materials to Plasti-Fab Inc. in excess of 10%, as determined by the PPI industrial chemicals index, during the course of the project, the price of the balance of the project shall be escalated in direct proportion to the PPI industrial chemicals index increase. B. Unless stated otherwise, the proposals shall remain valid for a period of ninety (90) days from the Proposal date.

9. FORCE MAJEURE AND LIMITATION OF DAMAGES.

A. Plasti-Fab Inc. is not to be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, whether or not such causes are foreseeable such as acts of God, acts of Buyer, acts of civil or military authority, fires, floods, inclement weather, epidemics, strikes, lockouts, or other labor or industrial disturbances, quarantine restrictions, war, riot, government regulations, delays in transportation, inability due to causes beyond its reasonable control to obtain necessary labor, materials, manufacturing facilities, delays of subcontractors or suppliers, and failure of any subcontractor or supplier to perform. B. In no event shall Plasti-Fab Inc. be liable for any damages, whether direct, indirect, or consequential, resulting from failure to perform or delay in performing obligations under this Agreement whether or not any damages are foreseeable. If Plasti-Fab Inc. fails to deliver the materials or equipment ordered under this Agreement, Buyer's sole and exclusive remedy shall be to cancel this Agreement and receive a refund of any amounts paid to Plasti-Fab Inc. for goods which will not be delivered.

10. CANCELLATION OF AGREEMENT.

Buyer may not cancel this Agreement except with the written consent of Plasti-Fab Inc. Plasti-Fab Inc. will not be required to permit Buyer to cancel the Agreement. However, if Plasti-Fab Inc. does permit cancellation, it will be entitled to a reasonable fee for cancellation equal to all costs incurred as a result of cancellation, including overhead and profit. If engineering services have been rendered and approval drawings furnished a minimum cancellation fee of 15% of the dollar value of the agreement will be invoiced.

11. RETURN OF MERCHANDISE.

Merchandise is not to be returned without written permission from Plasti-Fab Inc. Any such returns, if accepted, shall be subject to a restocking fee.

12. GOVERNMENT REQUIREMENTS.

Seller certifies that its goods are produced in compliance with all applicable requirements of sections 6, 7, and 12, of the fair labor standards act, as amended. The applicable requirements dealing with equal employment opportunity under the civil rights act of 1964, as amended, and executive order No. 11246. The provisions of the section 204 of said order are hereby incorporated by reference.

13. JURISDICTION, VENUE AND GOVERNING LAW.

This Agreement is made with reference to and shall be construed in accordance with the laws of the State of Oregon. If a dispute arises under this Agreement, the parties agree that jurisdiction and venue shall be in the courts of the State of Oregon located in Washington County. Jurisdiction and venue as set forth shall be exclusive. Buyer consents to service of process in the manner provided under the Oregon long-arm statute ORS 14.035.

14. WARRANTY.

A. When installed and operated correctly, Plasti-Fab warrants this merchandise for 25 full years against functional failure due to corrosion of composite materials, and 24 full months against failure due to any defects in material and workmanship. B. If during the warranty period, the goods or any part of the goods is suspected to be defective and, through examination by Plasti-Fab Inc., is determined to be the fault of Plasti-Fab Inc., Plasti-Fab Inc. will, at Plasti-Fab's option, repair or replace the goods, or that part of the goods which is defective. C. Plasti-Fab's warranty does not cover normal maintenance, misuse, abuse, alteration, negligence, accident, or issues arising due to the repair of the goods and service herein proposed by someone other than Plasti-Fab's personnel. D. If Buyer desires a defect to be corrected under this warranty at a place other than Plasti-Fab's plant or at the site for Plasti-Fab Inc.'s installed products, or by personnel other than Plasti-Fab's employees, the Buyer shall pay all additional travel expenses, and costs in excess of those which would have been incurred by Plasti-Fab Inc. at a straight time rate for the work performed at plant or installation site. E. The warranties for materials and goods manufactured by others and incorporated by Plasti-Fab Inc. as a part of the Scope of Work shall be pass-through warranties, and the Buyer shall revert to the original equipment manufacturer for remedies to any warranty problem associated with such materials and goods. F. This warranty does not cover removal and reinstallation expense for goods and services herein proposed. G. Plasti-Fab Inc. shall not be liable for any consequential damages, including downtime, to the Buyer, while the goods and services herein proposed are out of commission. H. All warranties and obligations of Plasti-Fab Inc. shall terminate if: (1) Buyer fails to perform its obligation under this or any other agreement between the parties; or (2) Buyer fails to pay any charges due Plasti-Fab Inc. I. LIMITATION OF LIABILITIES: Buyer's exclusive remedies for Seller's negligence, breach of warranty, breach of contract, strict liability, misrepresentation, or for any other liability in any way connected with or arising out of this transaction shall be as follows.

A. The repair or replacement, at Sellers option, of goods or parts which are rightfully rejected by Buyer are presented to Seller within twenty-four months of the sale (Repair or replacement shall be F.O.B. point of manufacture or on site, at Sellers option) or
B. If Seller fails to repair or replace within a reasonable time Buyer may return for refund the purchase that has been paid and affect the cancellation of any obligation to pay unpaid portions of the purchase price of nonconforming goods which are presented to the Seller within twenty-four months of the sale.

The forgoing paragraphs, A and B, are intended as a complete allocation of the risks between the parties, and the Buyer understands that even if Seller willfully chooses not to repair or replace, the Buyer will have no right to consequential damages, but will be limited to the return of the price as specified in paragraph B above. Buyer recognizes that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. The price is based on the fact that the Seller would not have sold at this price if these two paragraphs were not part of the bargain, and this limitation shall not have failed of its essential purpose even if it operates to bar recovery for consequential damages. Damages awarded to Buyer in no event shall exceed the amount of the purchase price.

J. Nuclear Facilities: Notwithstanding the above warranty, if the goods furnished hereunder are to be used in any capacity in connection with any nuclear facility, Buyer agrees to hold Seller harmless from all claims for damages arising out of injury from harm or destruction to the nuclear facility, or property threat.

K. A "pass-through" warranty is offered for products that are manufactured by other companies and furnished as a component part of a Plasti-Fab product. Typical examples of such products include, but are not limited to: air conditioning units, electric actuators and gearboxes, thermostats, solenoids, gages, controllers, heaters, blowers, and fans. Warranties on these products are pass-through, meaning the equipment warranty will be limited to that offered by the equipment's original manufacturer.

L. UNLESS OTHERWISE SPECIFIED IN WRITING THIS WARRANTY IS BUYER'S EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF DESIGN, FITNESS FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

15. SHIPMENT.

Acceptance of shipment by the first carrier shall constitute a delivery to Buyer. If the shipment is designated "freight allowed", then Seller will stand the cost of the freight as of the date of the proposal: any changes in cost of freight after the date of the proposal, but before shipment are for the account of Buyer. If split shipments are required by Buyer, additional shipments will be made at Buyer's expense. Seller shall not be required to ship the total amount of the subject goods in one shipment but may make partial shipments at Sellers convenience. If partial shipments are made, Seller, at its option, may invoice by or for such partial shipment and Buyer shall pay according to the terms thereof.

16. PACKING.

Unless a preferred packing method is specified in the proposal or agreement, all of the equipment is to be packed for shipment and storage in accordance with reasonable commercial practices for goods of the same type. Provisions for special handling, preservation, waterproofing, weather and hazard protection and the like will be made only upon written request of the Buyer, and if made, will be subject to reasonable charges by Plasti-Fab Inc. for all additional costs.

17. INSPECTION.

Inspection of equipment in Plasti-Fab's plant by Buyer or Buyer's representative will be permitted, however, prior to inspection Buyer will make necessary arrangements with Plasti-Fab Inc. to minimize disruption of Plasti-Fab's production activities. Plasti-Fab Inc. reserves the right to restrict access to its plants by Buyer's representatives. Access to Plasti-Fab's plant requires the signing of a disclosure and indemnification agreement.

18. CHANGES.

No changes shall become effective until made in writing and signed by Buyer and approved by Plasti-Fab Inc., specifying the changes in the Scope of the Work, adjustment to the delivery date, and change in the purchase price of terms of payment. Provided, however, if Plasti-Fab Inc. makes any changes requested by Buyer, its agents or inspectors prior to execution of a written change order, Plasti-Fab Inc. shall nevertheless be entitled to an equitable adjustment to the delivery date, purchase payment, and terms of payment prior to completion or shipment.

19. TOOLING AND MOLDS.

All tools, dies, patterns, molds, and similar items, required to produce the goods shall remain the property of Plasti-Fab Inc. Buyer shall indemnify and save Seller harmless from and against any and all loss, liability, damage, injury or expense (including attorney's fees) for actual or alleged infringement of any letters of patent, trademarks, or corresponding rights relating to the manufacture and sale of goods manufactured in accordance with patents, designs, patterns, or design information supplied by Buyer.

20. ATTORNEY FEES.

The prevailing party in any actions shall have the right to recover its costs, expenses, and attorney's fees.

21. ASSIGNMENT.

Neither party shall assign its rights under this Agreement, except that Plasti-Fab Inc. may subcontract portions of the work to be performed under this Agreement, and may assign its right to receive payment under this Agreement to its lenders.

22. OWNERSHIP AND USE OF DRAWINGS & SPECIFICATIONS.

Drawings and specifications developed by Plasti-Fab Inc. shall remain the property of Plasti-Fab Inc. Buyer may retain copies of drawings and specifications for use in connection with goods purchased under this Agreement. Buyer shall not use the drawings and specifications for any other use including duplication of goods, and shall not disclose the drawings or specifications to any third party not directly involved with the approval process without the written permission of Plasti-Fab Inc.

23. DELAYS IN PRODUCTION OF THE WORK.

A. The proposed price is based on a scheduled and continuous production of the work. Buyer shall be responsible for such additional costs and/or delays as may be incurred by Plasti-Fab Inc. resulting from Buyer's failure to approve drawings promptly, or give the necessary releases to purchase materials and proceed with fabrication and shipment, as well as any other Buyer/Owner delay.

B. Should Buyer request a hold in fabrication, all costs associated with removal of order from production, storage, and rescheduling, reconditioning, restoring equipment to production after removal of Buyer's hold, etc. shall be at Buyer's expense. Plasti-Fab Inc. assumes no responsibility whatsoever for any delay or the consequences thereof, in restoring order to production.

24. BACK CHARGES.

Any repairs or other work ordered by the Buyer without consulting Plasti-Fab Inc. and allowing Plasti-Fab Inc. to conduct the work, if necessary, shall be at the Buyer's own expense. No claim or back charges will be honored by Plasti-Fab Inc. for any reason if Plasti-Fab Inc. was not given the opportunity to 1) determine that the work needed to be done, 2) conduct the work by Plasti-Fab Inc.'s personnel or 3) make arrangements for suitable personnel to conduct the work.

25. INDEMNIFICATION

Buyer shall indemnify, defend and hold Plasti-Fab Inc. harmless from and against any claims or liability (including attorney fees and costs) arising out of performance of this Agreement or use of products sold hereunder, in respect of personal injury or death or property damage, to the extent caused by the negligence of Buyer, its affiliates, officers, directors, employees or agents, or any third party. Neither party shall be liable for indirect, special or consequential damages of any nature.

 Save a tree - think before you print!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INSTRUMENT & SUPPLY, INC. TO PURCHASE THREE (3) SLIDE GATES FOR THE REPLACEMENT OF EXISTING GATES IN THE INFLUENT CHANNEL AT THE WASTEWATER TREATMENT PLANT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Instrument & Supply, Inc. for the purchase of three (3) slide gates per Attachment A.

Section 2: Because an emergency exists at the City's wastewater treatment plant time is of the essence it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

Section 3: That whereas this Ordinance is necessary for the immediate health, safety, and welfare of the citizens of Bentonville, Arkansas, an emergency is declared to exist and this ordinance 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Budget adjustment in the amount of \$27,065.00 to order slide gates to replace existing gates in the influent channel at Wastewater Treatment Plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside. An additional budget adjustment will be required and brought to Council once the construction contract is prepared.

COST TO CITY:

Cost of this Request: \$27,065

Additional Budget Amount \$27,065

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		27,065
Remaining After Adjustment	\$	27,065

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: July 6, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3030-438.32-10	WW Legal and Professional - EPA Seta	\$27,065.00		\$ 27,065.00
050-3030-438.73-90	WW Capital Improvements other than building		\$27,065.00	\$ (27,065.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 27,065.00	\$ 27,065.00	\$ -

Purchase of Slide Gates to replace existing slide gates in influent channel at the Wastewater Treatment Plant due to excessive corrosion.

Date: _____ Date entered: _____ By: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation Staff seeks Council's approval of Change Order #2 and Budget Adjustment, in the amount of \$44,786.00 to Crossland Construction to construct the side path trail on 41st Street, connecting the Community Center to the Bentonville Trails System.

COST TO CITY:

Cost of this Request: \$44,786

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
CC:
Date: July 1, 2015
Re: Parks and Recreation Staff seeks City Council's approval of Change Order #2 and budget adjustment, in the amount of \$44,786, to Crossland Construction to construct the side path trail on 41st Street, connecting the Community Center to the SW I Street and the Bentonville Trails system.

During the planning stages of for the Bentonville Community Center, staff was very strategic to prioritize every item, based on our budget(s) allowing us to construct a recreation facility our community will be proud of. The brick and mortar project took priority, while exterior items such as trails and park amenities were tabled until funding became available. Hopefully, our citizens are currently experiencing the benefits of these decisions made many months ago.

One of the items put on hold during the initial bid process was the side path trail that runs along 41st Street. This is the street that connects SW Citizens Park Circle (interior ring road through the park) to SW I Street. Although City Staff was certain this trail needed to be constructed, it was something not included in the original bid because of the uncertainties of an eighteen month construction job. Basically, we were not certain we had enough funding to construct it.

As we are beginning to close the books on the project, we are comfortable to say the building project is currently under the contract amount. The construction project with Crossland Construction remains approximately \$13,000 under budget. Additionally, the FF&E (Furniture, Fixtures and Equipment), administered internally by Parks and Recreation Staff, is more than \$200,000 under budget. Because of the funding that remains available to the project, we believe this is the most appropriate time to construct this sidepath trail. The price provided by Crossland is the same concrete price used throughout the project and is a good rate compared to other prices we are currently receiving for these types of projects.

Parks and Recreation Staff asks City Council to consider approving this Change Order and Budget Adjustment, allowing us to move forward with construction of this very important trail link. If you have any questions regarding this item, please let me know. Please call me at 271.6826 or 841.8726 (cell), or email dwright@bentonvillear.com.

Attachments:

Change Order Request from Crossland Construction Co

CROSSLAND
CONSTRUCTION COMPANY, INC.

1800 S. 52nd Street, Suite 300

Rogers, Arkansas 72758

tel 479.464.7077

fax 479.464.7050

June 24, 2015

David Wright
Parks and Rec Director
City of Bentonville
215 SW "A" Street
Bentonville, Arkansas 72712

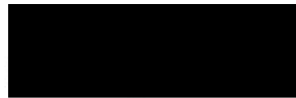
Re: Bentonville Community Center
Concrete Proposal for 41st Street

David,

Per your request to price out the additional trail/concrete along the north side of 41st Street, Crossland is happy to propose a cost of \$44,786.00

Please see the attached breakdown and quote from our Sub-Contractor.

Respectfully Submitted,



Patrick Carroll
Project Manager
Crossland Construction Company, Inc.

www.crosslandconstruction.com

Job Name:	Bentonville Community Center	Requested Days	_____	Price Good For	_____	Days
Change Order Request #	36					
Date:	3/19/15					
Description of Request:	Concrete proposal for 41st Street					

SUBCONTRACTORS	Description	Sub Pricing
PCS	Per city request, provide 10' trail along 41st Street	\$ 42,500.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subcontractor Total		\$ 42,500.00

CREW BREAKDOWN		
Quantity	Type	Cost / Hr
Operator w/ Equipment	A	\$ 50.00
(2) Carpenters	B	\$ 60.00
Carpenter or Operator	C	\$ 30.00
Laborer	D	\$ 20.00

CCC Direct Cost									
Description	Quantity	Unit	Cost	Unit	Material Cost	Hours	Rate	Labor Cost	
Job Superintendent	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Assistant Superintendent	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Overtime Pay	0	\$	-	0	\$0.00	enter yes/no	Q 0000 per hr	# if yes/no error #	-
Weekly Clean Up Expense	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Estimating & Cost Analysis	0	\$	-	0	\$0.00	1 hr	\$ 60.00	\$ 60.00	60.00
Field Office Expense	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Jobsite Telephone/Fax	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Gas Oil Maintenance Expense	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Temporary Utilities	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Material Handling	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Permits, Licenses,Fees,Dues	0	\$	-	0	\$0.00	0 \$	\$ -	\$ -	-
Revised as Built Drawings	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Safety Expense	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Travel Pay Expense (\$ Men	0	\$	-	0	\$0.00	0 hr	\$ -	\$ -	-
Subsistence Expense (\$ Men	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Truck Expense	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
Tool Expense	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
	0	\$	-	0	\$0.00	0	\$ -	\$ -	-
MATERIAL SUBTOTAL		\$	-		\$		LABOR SUBTOTAL	\$	60.00
TAX AS APPLICABLE		\$	-		\$		LABOR BURDEN 35%	\$	21.00
CCC's MATERIAL TOTAL		\$	-		\$		LABOR TOTAL	\$	81.00

CCC Material Total		\$	-
CCC's Labor Total		\$	-
CCC Direct Cost Total		\$	81.00
Subcontract Total		\$	42,500.00
SUBTOTAL		\$	42,581.00
CCC's Builders Risk @	0.65%	\$	276.78
CCC's Bond @	0.00%	\$	-
CCC Overhead @	0.00%	\$	-
CCC's Fee @	4.50%	\$	1,928.60
CROSSLAND TOTAL FOR CHANGE		\$	44,786.38

Clarifications to Change: _____

Owner's Signature: _____

Professional Concrete Specialties, LLC

Laying the Foundation for NW AR
1908 S. 8th Street Rogers, AR 72758
Tel: 479-631-8837 Fax: 479-631-8839
cdelagarza@pcscontracting.org

QUOTE

Date: 3/16/2015

To: Patrick Carroll
Company: Crossland Construction
Project: Bentonville Community Center
Location: Bentonville, AR
Description: Includes: Approx 8,500 sqft of City Sidewalk @ Jobsite Entrance

BASE BID

\$42,500.00

Signed By: Cesar Delagarza
President
Professional Concrete Specialties, LLC
License No.: 0186470315

3/16/2015



NOTE: PCS, LLC IS PROUD TO INFORM THAT WE HAVE ADDED TO OUR FLEET THE LATEST TECHNOLOGY ON LASER SCREEDING TO ACHIEVE HIGH QUALITY FLOORS ON EVERY PROJECT.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of a change order to Morrison Shipley, in the amount of \$3,989.00 for site observation for the construction of parking lots at Citizens Park. This increase brings the total contract to \$23,909.00.

COST TO CITY:

Cost of this Request: \$3,989

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
CC:
Date: July 6, 2015
Re: Change Order to Morrison Shipley for Citizens Park Parking Lots

Parks and Recreation is seeking council approval of an Additional Services Proposal, in the amount of \$3,989 for site observation for the Citizens Park Parking Lots.

Approximately three weeks ago, John Wary with Morrison Shipley requested we review the contract for site observation. He estimated, based on current observation rates, they were going to exceed their original contract amount of \$19,920.00. Morrison Shipley designed, administered bidding, staking and construction observation for this project. Construction has gone well. But there have been a couple of challenges.

First, we requested the sewer line placement for the future restroom. This was a previous Change Order to Decco for the work. However, Morrison Shipley needed to design and supervise design how the sewer line was installed. Additionally, the weather has been challenging with this project. It has required on multiple occasions work be inspected or refinished multiple times, adding to Morrison Shipley's observation time. Morrison Shipley bills us on hourly increments.

It is essential trained people inspect and authorize the work so the City and our department receive the best possible project. Morrison Shipley requested to increase the agreement by \$3,989.00 to a total of \$23,909.00. After meeting with Morrison Shipley and reviewing their proposal, we it appropriate to increase the contract value. More importantly, it provides the funding to complete the project with trained professionals supervising the work.

If you have any questions regarding this item, please let me know. Please call me at 271.6826 or 841.8726 (cell), or email dwright@bentonvillear.com.



July 6, 2015

Mr. David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 464-7275

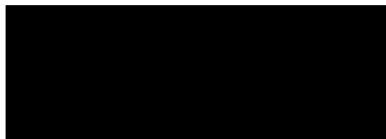
**RE: *Proposal to Provide Professional Services
Citizens Park Parking Lots- Amendment 1
City of Bentonville, Arkansas***

Dear David:

This Amendment 1 shall be considered to be in addition to the original contract between MSE and The City of Bentonville, titled "***Citizens Park Parking Lots***". Due to the City requesting that MSE provide more extensive observation services than originally agreed upon, we are asking for an additional **\$3,989.12** to be added to our contract.

Our not to exceed fee for this Amendment will be \$3,989.12, bringing the total contract amount to **\$23,909.12**. If you are in agreement, please have this Amendment signed below and returned to our office.

Sincerely,
Morrison-Shipley Engineers, Inc.



John Wary, P.E.
Sr. Vice President

City Of Bentonville

Honorable Bob McCaslin Date
Mayor



September 16, 2014

Mr. David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 464-7275

**RE: *Proposal to Provide Professional Services
Citizens Park Parking Lots
City of Bentonville, Arkansas***

Dear David:

We greatly appreciate the opportunity to continue working with the City of Bentonville on this project.

PROJECT UNDERSTANDING:

Based on our discussions, we understand that the City is asking Morrison-Shipley to prepare construction documents for the addition of three (3) parking lots and associated sidewalks around the sports fields at Citizens Park. The parking areas and sidewalks will be as indicated on the attached exhibit with the parking lots totaling approximately 160 parking spaces.

Mr. David Wright
Citizens Park Parking Lots
Page 2 of 5

PROPOSED SCOPE OF SERVICES

Morrison-ShIPLEY's services for this project will consist of the following items:

Construction Documents:

1. Provide a topographic survey of the additional parking and sidewalk areas and prepare base sheets from our field survey work.
2. Prepare construction plans to include all horizontal and vertical information needed to construct the parking and sidewalk improvements. Plans will include dimension plans, grading and drainage plans, and associated details.
3. Prepare contract documents and technical specifications in a format that is suitable to the City of Bentonville for public bidding.

Bidding Phase:

1. Prepare bidding advertisement and provide to the City of Bentonville for their submittal to local newspaper(s).
2. Coordinate reproduction of plans and specifications and issue same to prospective bidders. MSE will pay for plan and specification reproduction costs for "Issued for Bidding" set and then retain bidders' payments for such documents without refund to the contractors.
3. Receive and answer contractor questions during bidding period and issue addendums, if necessary.
4. Conduct public bid opening on behalf of the City of Bentonville.
5. Prepare bid tabulation, provide recommendation of award letter to the City of Bentonville, and attend City Council meeting for same.

6. Review contract documents submitted by contractor for compliance with contract requirements. If acceptable, issue Notice to Proceed to contractor.

Construction Administration/Observation:

1. Provide up to 30 hours of Construction Phase services (20 hrs. Construction observation @ \$78/hr. and 10 hrs. Principal @ \$150/hr.), including:
 - a. Field observation;
 - b. Office time to prepare reports;
 - c. Review of contractor RFI's;
 - d. Review of contractor product submittals;
 - e. Preparation of change orders.
2. Coordinate and perform final inspection with City Staff.
3. Prepare record drawings at the completion of construction based on a redline set provided to us by the contractor.

Construction Staking:

Provide construction staking to include:

- a) Curb offsets to all curb corners, PC's, PT's, high points, low points, and radius points.
- b) Sidewalk offsets to all sidewalk PC's, PT's, and radius points.
- c) Set one (1) centerline and two (2) offset hubs at each end of all drainage pipes, flared end sections, inlet boxes, and junction boxes and provide cut sheets for same.
- d) After storm drainage pipe is laid, provide two (2) back of curb stakes at each drop inlet with grade calculated to top of curb grade at inlet.

Mr. David Wright
Citizens Park Parking Lots
Page 4 of 5

FEES:

Morrison-Shipley will be paid the following Fees for our services:

Basic Services

Construction Documents (Lump Sum):	\$ 10,220.00
Bidding Phase (Hourly budget):	\$ 1,500.00
Construction Administration/Observation (Hourly budget):	\$ 5,000.00
Construction Staking (Hourly budget):	\$ 3,000.00

Reimbursable Expenses (estimated)

Printing (<i>not reimbursed by plan sales</i>):	\$ 200.00
---	-----------

Please see the Fee Conditions that follow below.

Fee Conditions:

1. The Maximum amount to be billed for this project, without additional authorization, will be **\$19,920.00**.
2. Reimbursable Expenses will be charged at our direct cost with a zero (0) percent markup.
3. Services not listed in this proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.
4. For project delays that are in excess of 120 days, which are beyond our control, we reserve the right to request additional compensation.
5. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

Mr. David Wright
Citizens Park Parking Lots
Page 5 of 5

EXCLUSIONS:

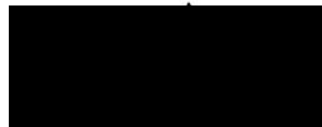
Morrison-Shipley has NOT included the following items in this proposal:

1. All inclusive Topographic Surveys.
2. Arkansas One-Call locates.
3. Outside agency review fees and permit fees.
4. Parking lot lighting plans.
5. Landscaping and irrigation plans.
6. Newspaper advertising fees.
7. Preparation of SW3P and/or oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance, among others.

If this Proposal is acceptable to you, it will be attached as Appendix 1 to our standard contract form, a copy of which shall be executed before we begin our services.

Please call me if there are any questions I can answer. Again, thank you for placing confidence in Morrison-Shipley to complete this project!

Sincerely,
Morrison-Shipley Engineers, Inc.



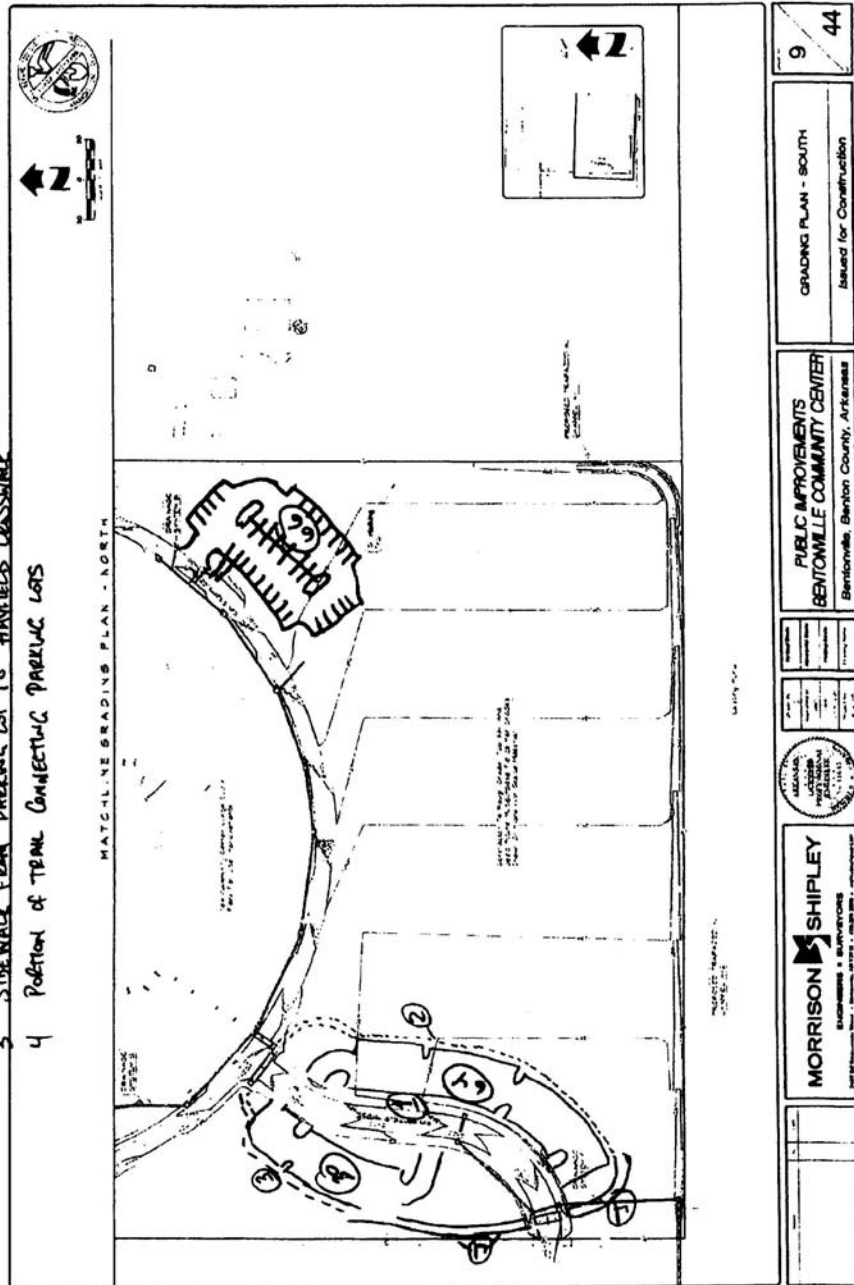
John Wary, P.E.
Sr. Vice President

City Of Bentonville



Honorable Bob McCaslin Date 10/17
Mayor

- 1 SIDEWALK ON HAYFIELD
- 2 SIDEWALK FROM PARKING LOT TO HAYFIELD CROSSWALK(S)
- 3 SIDEWALK FROM PARKING LOT TO HAYFIELD CROSSWALK
- 4 PORTION OF TRAIL CONNECTING PARKING LOTS





SCHEDULE OF HOURLY BILLING RATES
(Effective September 1, 2013)

Principal	\$ 150.00/Hour
Project Manager	\$ 115.00/Hour
Project Engineer	\$ 100.00/Hour
Engineer Intern	\$ 80.00/Hour
CAD Designer	\$ 76.00/Hour
CAD Technician	\$ 60.00/Hour
Construction Observer	\$ 78.00/Hour
Professional Surveyor (P.S.)	\$ 90.00/Hour
Surveyor Intern (S.I.)	\$ 70.00/Hour
Survey Party Chief	\$ 60.00/Hour
Survey Rodman	\$ 50.00/Hour
Survey Field Crew (1-person)	\$ 90.00/Hour
Survey Field Crew (2-person)	\$ 125.00/Hour
Survey Field Crew (3-person)	\$ 160.00/Hour
3D Laser Scanning Field Crew	\$ 185.00/Hour
Ground Penetrating Radar Field Crew (1-person)	\$ 90.00/Hour
Ground Penetrating Radar Field Crew (2-person)	\$ 125.00/Hour
Data Processing (3D Laser Scanning or GPR)	\$ 90.00/Hour
Clerical	\$ 37.00/Hour
Mileage	IRS-allowed rate
Per Diem	IRS-allowed rate
Reimbursable Expenses	Our Cost + 10%



Terms and Conditions:

1. Hourly charges will be billed in 0.25 hour minimum increments.
2. Reimbursable Expenses will be charged at MSE's Cost +10%, and includes, but is not limited to: printing, postage, express shipping, permit fees, review fees, filing fees, title searches, courthouse fees, etc.
3. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
4. Time and mileage will be billed portal to portal from MSE office providing services.
5. Invoices will be issued on a monthly basis on or about the 1st day of each month. Payment terms shall be Net 30 days from the invoice date.
6. Work requested on Sundays and Holidays observed by MSE will be charged at 200% of the noted rates.
7. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays will be charged at 125% of the noted rates.
8. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, among others, will be charged at 200% of the noted rates.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$43,000.00 for the purchase of uniforms for the 2015 Youth Soccer Season.

COST TO CITY:

Cost of this Request: \$43,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
CC:
Date: July 1, 2015
Re: Bid Award for Soccer Uniforms

Parks and Recreation is seeking council approval of a bid award of RFP number 2014-03 to Challenger Teamwear for the purchase of soccer uniforms for the 2015 – 2016 Soccer Season. Although this RFP was issued in 2014, it was for three years. The 2015 – 2016 season will be the second of a three year purchase from Challenger Teamwear. Our department started this program in fall 2010 with approximately 850 youth participants. Since that original season, our program has been a tremendous success. We witnessed our participation rates grow to more than 2,000 youth participants in the spring 2015 season. We anticipate our numbers to be approximately 1,650 participants in the fall and 2,000 in the spring during the 2015 – 2016 season.

When a recreation program experiences these types of numbers, the revenue and the expenses increase as well. Included in each participant's registration fee is the cost of a full soccer uniform. This includes a jersey with matching shorts and socks. A sample of this uniform will be available on the evening of the City Council meeting. This uniform set will cost us \$14.95 each.

Parks and Recreation worked with the Purchasing Department to issue a RFP for Soccer Uniforms. This RFP requested companies to provide samples of uniforms with a description of color choices, order process, delivery method and price. Two submitted proposals, with Challenger Teamwear being selected as the provider for the next three seasons. This is the second year, of a three season bid award. They were selected based on the quality of their uniforms at the most affordable rate.

This season, Parks and Recreation is planning to order the "Heartland" Style Uniforms. As stated earlier, these uniforms cost the City \$14.95 each. After screen printing, taxes and freight, the City will pay a total invoice amount of approximately \$41,000.00. As we

discussed when this program started, the expenses from this program have a recovery rate of 100 percent. Our 2014-2015 gross revenue for soccer was \$179,505.00.

If you have any questions regarding this item, please let me know. Please call me at 271.6826 or 841.8726 (cell), or email dwright@bentonvillear.com.

Attachments:

Bid Tabulation

City of Bentonville
RFP #2014-03, Soccer Uniform Provider – Bentonville Parks and Recreation
Terms and Conditions

The City of Bentonville is now accepting proposals for the purchase of uniforms for the 2014-2015 Youth Soccer Season. Proposals should include prices for adult and youth soccer uniforms. Approximately 1,600 uniforms will be ordered for the duration of the soccer year. Uniforms should include shirt, shorts, and socks and have a wide variety of color choices. In evaluating the qualifications of each bid, a review committee will consider the following criteria with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive bidders in comparing proposals and selecting the successful bidder. While the City reserves the right to interview any or all bidders, award of a contract may be made without discussion with bidder after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

1. To be considered, written proposals must be received by **March 17th, no later than 2:00 PM**, Central Standard Time in the format set forth in the accompanying documents. A non-responsive or incomplete proposal will not be considered. Proposals received after this deadline will not be considered. Proposals should be hand delivered or mailed to the following address:

City of Bentonville
Attention: Katherine Bertschy
117 West Central Avenue
Bentonville, AR 72712

2. The outside envelope and delivery documents must be clearly marked **"RFP #2014-03, Soccer Uniform Provider – Bentonville Parks and Recreation."**
3. It shall be clearly understood any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business, and the City is not liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
4. Any inquiries or requests for explanation in regard to the City's requirements should be made to the above listed number. The names of any persons or firms submitting questions, clarifications, or requests will not be disclosed until the award of the contract.
5. At the discretion of the City, one or more Proposers may be asked for more detailed information or an interview before final award is made.
6. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Katherine Bertschy, City of Bentonville, by e-mail (kbertschy@bentonvillear.com) or telephone (479-271-3115). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all parties that have indicated an interest or intention to submit proposals, but the names of any firms submitting questions, clarifications, or requests will not be disclosed until after the deadline for submitting proposals.
7. Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
8. At the discretion of the City, one or more parties may be asked for more detailed information before final ranking of the Proposers, which may also include oral interviews.

9. The City will not be responsible for misdirected proposals. Proposer should call the Purchasing Office at (479) 271-3115 to insure receipt of their proposal documents prior to opening time and date listed above.
10. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide the qualified bidders with sufficient basic information to submit proposals meeting minimum specifications and test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
11. This proposal must contain the signature of a duly authorized officer or agent of the Vendor's company empowered with the right to bind and negotiate on behalf of the Vendor for the amounts and terms proposed.
12. All pricing should include numbering on the back of the uniforms before shipment. Numbering will be limited at two numbers per jersey. Numbering must be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height. Pricing should also include screen printing of two and three color logos and team names in one color on the front of the uniform.
13. Proposals should include shipping requirements and production time stating when the City of Bentonville will receive the order once it is placed.
14. Approximately 1,600 uniforms will be ordered for the duration of the soccer year. Uniforms should include shirt, shorts, and socks and have at least twenty color choices.
15. The City of Bentonville reserves the right to deviate from estimated quantities.
16. All vendors are required to submit samples of all proposed products; however, it is not necessary to submit a sample for each color. All samples become the property of the City of Bentonville.
17. Upon agreement of both parties, the contract can be renewed yearly for an additional two years.
18. All proposals will be evaluated according to the following criteria:
 1. **Qualifications** **20%**
Qualifications in relation to project to be performed as well as information reflecting qualifications of the Proposer will be taken into consideration. Information reflecting qualifications of the Proposer. Indicate specialized experience of the Proposer in connection with job of providing soccer uniforms to leagues/programs comparable to the size of Bentonville Parks and Recreation.
 2. **Experience, Competence, and Capacity** **25%**
Quality, design, and appearance of the proposed uniform will be taken into consideration. The uniform will consist of shirt, shorts, and socks. Uniforms need to be available in all sizes and colors. Sizes should range from Youth Extra Small (YXS) to Adult Extra Large (AXL). The variety of colors should range from 20-24 per style. Proposers are encouraged to present several possible uniform designs to the committee. Each proposed uniform should be supported with a sample and pricing.
 3. **Proposed Work Method** **20%**
Proposed method of providing soccer uniforms. This includes shipping prices and procedures. A proposed work plan of how Bentonville Parks and Recreation and your organization will work. This includes organization's contact, ordering, customer service and the turn-around time between the order and the date of shipment is received. It is very important the Proposer specify the length between actual order time and a ship date.

4. **Past Performance** **20%**
Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with other employers may be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and person whom we contact for information.

5. **Price** **15%**
Cost per for full uniform. Uniform to include Jersey, Shorts, and Socks. Vendor to provide information on price difference between a youth and adult uniform. Cost to include screen printed number on the back of every uniform and options for additional screen printing for logos and team names. Uniform style must come in a minimum of twenty color selections.

The City requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires the vendor to be familiar with and comply in every respect with Civil Rights Laws.



March 1, 2014

Dear City of Bentonville,

Listed below are a few uniform options available to you from Challenger Teamwear. I have given you prices on a number of uniform styles. The price includes jersey, City of Bentonville logo, Sponsor name/logo, number, shorts & socks.

Uniform Set

Navajo Set	\$14.95 Youth	\$14.95 Adult	Page 15	17 Colors – Sizes YXS-AXL
Arizona Set	\$14.95 Youth	\$14.95 Adult	Page 14	18 Colors – Sizes YXXS-AXXL
Heartland Set	\$14.95 Youth	\$14.95 Adult	Page 13	21 Colors – Sizes YXS-AXXL
Seminole Set	\$14.95 Youth	\$14.95 Adult	Page 9	18 colors – Sizes YXS-AXXL

*Uniform Set includes – Jersey, City of Bentonville logo, Sponsor logo, One-Color number, Dakota Short, Premiere sock.

Upgrade Short

Frisco FREE UPGRADE

Additional Information

- Numbers - Uniform Set includes 8 inch number on back of jersey. Available in White, Black, Red, Gold, Royal, Cobalt, Kelly, Navy.
- Dakota Short – available in 11 colors – sizes YXS-AXL
- Frisco Short - available in 10 colors – sizes YXS-AXL
- Premiere Sock – available in 14 colors – sizes Youth, Junior and Adult
- Shipping – all uniforms will be shipped UPS/Fed Ex. We are 2 day ground UPS from you – we ship from Kansas.
- Turnaround time Main order – 2-3 Weeks from date of order. Can be less - We can work with you if dates are provided.
- Turnaround time on additional orders – 6 business days with ground shipping.

Qualifications

- Experience – Challenger has over 12 years of experience of providing Soccer uniforms direct to City soccer leagues.
- Challenger provides uniforms to over 1000 soccer leagues in the United States.
- Challenger provides uniforms to soccer leagues with 100-4000 soccer players.
- All Challenger uniforms are housed, separated, printed, packed and shipped from one central location.
- All uniforms will be separated and labeled by team for easy distribution.

Experience, Competence, and Capacity

- Jersey Quality – Each of our fabrics are knit with quality yarns and finished to have a rich soft feel for maximum comfort, ultimate moisture-wicking and breathability. Our jerseys are known for their bright colors – we use the most expensive reactive dyes to retain their bright color and prevent bleeding or fading. Each seam is double-stitched with extra strong threads which prevent seam splitting. A soft heavy-weight trim is used for the neckbands on Challenger Teamwear's jerseys to retain the jerseys shape.
- Short Quality – we pre-shrink the elastic band before sewing into our shorts. Polyester fabric does not shrink. If the elastic band has not been pre-shrunk before being sewn into a waist band, the fabric will bunch with the first wash. A heavy duty, more expensive polyester drawstring is used in all our shorts, again to prevent shrinkage and bunching.
- Sock Quality – The 'Premiere' sock is made of elasticized acrylic-nylon fabric and nylon true rib legs, with turndown cuffs to hold full-length shin-guards in place. This sock also has a cushioned insole.

Proposed Work Method

- Shipping prices – all uniform set prices include ground shipping on main order – no additional cost for shipping. On additional orders standard ground rates apply.
- Proposed Work Plan – Greg Knight is your contact at Challenger Teamwear. Contact details are 866-243-5862 Toll Free, 813-546-7340 Cell. gknight@challengersports.com.
- Ordering process – orders can be e mailed or faxed – we have an easy to use order form on Excel which can be e-mailed to you. Once the order is placed within 24 hours an e mail confirmation will be sent to you with a copy of the order. When the uniforms ship we and UPS will send you a tracking number so you can track the uniforms. We want to keep you in the loop all along the process.
- Turnaround Time – 2-3 Weeks from date of order. We work backwards – we find out 'Your first game date'. Then 'Your proposed delivery date' usually 2-7 days before first game'. Then 'When you can place the order' - we need a minimum of 10 business days to deliver the uniforms.

Past Performance

- Reference - City of Tallahassee , FL, Brian Smatt, 850 891 3837 – 1300 Uniform Sets
- Reference – Fayetteville Parks & Rec. , AR, Alan Spann, 479 575 8369 – 1300 Uniform Sets
- Reference – Arkansas Soccer Club, AR, Brad Shock, 501 224 7865 – 550 Uniform Sets
- Reference – SABR, FL, Suzy Vogelgesang, 561 362 7676, 2300 Uniform Sets

League Gifts

Challenger would also like to offer the league Gifts:

- **Challenger - N.S.C.A.A 'Parent Coach' coaching course** - \$35.00 Value – FREE to your club. Challenger has partnered with the largest coaching organization in the U.S.A. the N.S.C.A.A. and will come and put on a complementary coaching course for your Recreational parent coaches for FREE.
- **The Challenger Way** - Access to our new on-line training tool – with a comprehensive collection of coaching drills, Team practices, small sided games and much more to support all your youth coaches – Check out the FREE demo at www.thechallengerway.com . Retail price \$79.00 – your price FREE!

In addition to the great prices, quality uniforms and gifts I want to list additional advantages of working with Challenger:

- Location – our uniforms are housed, printed, packed and shipped from Kansas – we are only a **2 day ship to you. Shorter shipping time.**
- Additional orders – if you can order by noon any day we can have the uniforms to in 6 business days with logo and numbers – with ground shipping!
- Team Packed – all uniforms can be team packed and labeled ready for distribution
- Sizing samples – Complementary sizing samples for registration.
- Comfort – all our uniforms are tag – less and with stitching hidden in neck line for additional comfort.
- On line ordering – we keep you in the loop all along the ordering process – with e-mail confirmation of the order, e-mail tracking of the order and you can order 24 hours a day!
- Access to Challenger Sports resources – British Soccer Camps, Tetra Brazil Camps, Year round coaching, Tours, Tournaments.

I look forward to speaking with you to discuss our proposal but should you have any immediate questions please do not hesitate to contact me at: Tel: 866-243-5862 or email: gknight@challengersports.com

Sincerely,

Greg Knight
Regional Director
Challenger Teamwear



***Quote for
City of Bentonville/ Soccer***

RFP #2014-03 Soccer Uniforms

DATE: March 12, 2014
CLIENT NAME: Katherine Bertschy
ACCOUNT NAME: City of Bentonville
ADDRESS: 117 West Central Avenue
CITY: Bentonville **STATE:** AR **ZIP:** 72712
PHONE: (479) 271-3115

kbertschy@bentonvillear.com

Style #295 France	available in 25 colors	\$14.95 youth & adult
Style #270 Germany	available in 24 colors	\$14.95 youth & adult
Style #268 Switzerland	available in 24 colors	\$15.95 youth & adult
Style #299 Canada	available in 24 colors	\$16.45 youth & adult
Style #222 Norway	available in 23 colors	\$16.45 youth & adult

Choice of above **With** Style #117A Sydney Short **And** Style #800 Solid Sock

Estimated UPS Ground shipping based on 1600 uniforms = \$ 1595.00

Misc. Information:

- Standard 8" white with black outline consecutive **back numbers** from 1 or 2 to 20 are **included in price**.
- Numbers over 20 are \$1.00 per jersey.
- Your choice of your **Bentonville Soccer logo L-04647** or **Bentonville "B" logo L-08163** in standard white with black outline, will be **applied** to the left chest **at no charge**.
- New team names will be set up at **\$15.00** for each name.
- **Team name** application fee: **\$1.15** per jersey.
- Sponsor name **Kellogg's** will be applied for **\$1.75** per jersey
- All **add-on uniform** orders will be at the **same price**.
- Orders will be packed by team and boxed by division.
- **Production** time will be 10 to 15 business days from receipt of purchase order.
- **Delivery** time will be 4 business days by way of UPS Ground Service.

Please contact Vicki (310) 847-6349 with any questions you may have.

QUOTED BY: Vicki Cairns, Bid Manager
American Soccer Company, Inc.
726 E. Anaheim Street
Wilmington, CA 90744
Vicki@scoresports.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve Resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with TischlerBise for re-evaluation of the City of Bentonville's Impact/Capacity Fee study and prepare the CIP.

COST TO CITY:

Cost of this Request: \$85,240

Additional Budget Amount \$85,200

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	85,200
Remaining After Adjustment	\$ 85,200

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







Memorandum

To: Mayor McCaslin and City Council

From: Denise Land

Date: July 10, 2014

Subject: TischlerBise Impact/Capacity Fee Study and CIP

The City collects impact and capacity fees on certain new development. State law requires cities collecting or spending these fees to have a valid Capital Improvement Plan that meets certain elements. TischlerBise is a professional consultant with expertise in financial services. This consultant performed the original impact and capacity fee study as well as the most recent evaluation in September, 2008.

This proposal combines completion of a Capital Improvement Plan with a fee study, which will allow for an efficient use of staff resources in contributing information to the consultant. The scope of this study provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on state statutes and national case law.

Once the study is complete, there will be a presentation to Council, which will then have an opportunity to vote on each proposed fee.

**PROPOSAL FOR AN EVALUATION
AND UPDATE TO EXISTING
IMPACT FEE DATA**

*Prepared for
Bentonville, Arkansas*

May 22, 2015



TischlerBise
Fiscal, Economic & Planning Consultants

4701 Sangamore Road, S240
Bethesda, MD 20816
(800) 424-4318
www.tischlerbise.com

May 22, 2015

Camille Thompson
City of Bentonville
117 West Central
Bentonville, AR 72712

Dear Camille,

TischlerBise is pleased to submit the enclosed proposal to conduct a Capital Improvement Plan and Impact Fee Study for the City of Bentonville. This assignment requires a consulting firm that has a unique combination of experience and expertise. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and previous experience with the City. There are several points we would like to note that make our qualifications unique:

1. **Depth of Experience.** TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm and our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 800 impact fee studies across the country – more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.
2. **Technical Knowledge of Land Use Planning and Local Government Finance.** Many communities overlook the fact that impact fees are a land use regulation. Therefore, this assignment requires a team with years of experience preparing impact fee studies within the context of overall financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
3. **Responsiveness.** As a small firm, we have the flexibility and responsiveness and are committed to meeting all deadlines of your project in a timely manner. **We offer you the level of service and commitment that the larger firms save for their biggest contracts.**

This proposal shall remain in effect for ninety (90) days. We look forward to the possibility of working with Bentonville and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

A solid black rectangular box used to redact the signature of L. Carson Bise, II.

L. Carson Bise, II, AICP, President
TischlerBise, Inc.
Phone: (800) 424-4318 Ext. 12
E-mail: carson@tischlerbise.com

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EXPERIENCE AND QUALIFICATIONS

TischlerBise, Inc. is a fiscal, economic, and planning consulting firm specializing in impact fees, fiscal/economic impact analyses, infrastructure funding strategies, and market/financial feasibility. Our firm has been providing consulting services to public agencies for over thirty-seven years. **In this time, we have prepared over 800 impact fee evaluations – more than any other firm.** We have also prepared numerous infrastructure financing strategies. Through our detailed approach, proven methodologies, and comprehensive work products, we have **established TischlerBise as the leading national firm on revenue enhancement and cost of growth strategies.**

TischlerBise, Inc. was established in 1977 as Tischler, Marcou & Associates. The firm became Tischler & Associates in 1980 and TischlerBise in 2005. The firm, a Subchapter (S) Corporation, was incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland, and Bradenton, Florida. The firm's legal addresses are:

Principal Office:

L. Carson Bise, AICP
4701 Sangamore Road, S240
Bethesda, MD 20816
Phone: 301-320-6900 x12
Fax: 301-320-4860
carson@tischlerbise.com

Florida Office:

Dwayne Guthrie, Ph.D., AICP
606 3rd Avenue West, Suite 304
Bradenton, FL 34205
Phone: 301-320-6900 x14
dwayne@tischlerbise.com

NATIONAL EXPERIENCE

TischlerBise is the national leader in impact fee calculation, having prepared over 800 impact fee evaluations nationwide. Our widespread national experience has enabled us to stay ahead of the latest approaches and impact fee trends. TischlerBise staff members are frequently called upon to speak on impact fees for various national groups and organizations including the American Planning Association, the National Association of Homebuilders, the National Impact Fee Roundtable, the Urban Land Institute and the Government Finance Officers Association. While every community is unique, this national experience provides invaluable perspective for our clients. The table below illustrates our vast national impact fee experience over the past ten years.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Baldwin County		◆							◆				◆
AL	Daphne		◆					◆	◆	◆				
AL	Fairhope		◆					◆	◆	◆		◆		
AL	Foley		◆					◆	◆	◆				
AL	Gulf Shores		◆					◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Orange Beach		◆					◆	◆	◆		◆		
AR	Bentonville			◆	◆			◆	◆	◆		◆		
AR	Siloam Springs		◆	◆	◆			◆	◆	◆				
AZ	Apache County	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Cochise County	◆												
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆		
AZ	Holbrook			◆	◆		◆							
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆						◆					
AZ	Northwest Fire District								◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	Safford			◆	◆									
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆				
AZ	Scottsdale			◆	◆									
AZ	Sedona		◆			◆		◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆		
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Springerville	◆		◆	◆									
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆	◆				◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	Tucson		◆											
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆				
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆		
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte County		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										
CA	Corcoran			◆	◆			◆		◆			◆	
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
CO	Arapahoe County		◆											
CO	Boulder		◆					◆	◆	◆	◆	◆		
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆	
CO	Colorado Springs		◆											
CO	Eaton			◆	◆			◆		◆	◆		◆	
CO	Erie		◆					◆		◆	◆		◆	
CO	Evans		◆											
CO	Garfield County		◆											
CO	Greeley		◆	◆					◆	◆				
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆	
CO	Longmont		◆						◆				◆	
CO	Louisville	◆	◆					◆		◆	◆	◆	◆	
CO	Montezuma County		◆											
CO	Pitkin County		◆											

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Pueblo		◆											
CO	Steamboat Springs							◆	◆	◆	◆		◆	
CO	Thornton		◆			◆		◆	◆	◆			◆	
CO	Vail		◆											
DE	Appoquinimink School District													◆
DE	New Castle County			◆				◆	◆	◆		◆	◆	
DE	State of Delaware		◆					◆	◆					◆
FL	Coral Gables		◆	◆				◆	◆	◆			◆	
FL	Deerfield Beach							◆	◆					
FL	DeSoto County	◆	◆						◆	◆		◆	◆	
FL	DeSoto County School Board													◆
FL	Key Biscayne	◆												
FL	Lake Wales			◆	◆			◆	◆	◆		◆		
FL	Manatee County		◆					◆	◆	◆			◆	
FL	Manatee County Schools													◆
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Parkland							◆		◆				
FL	Pasco County School Board													◆
FL	Plant City											◆		
FL	Polk County							◆		◆				
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	Seminole County Schools													◆
FL	Stuart		◆					◆	◆	◆			◆	
FL	Sunny Isles Beach							◆		◆			◆	
FL	West Miami			◆				◆		◆			◆	
GA	Atlanta		◆					◆	◆	◆		◆	◆	
GA	Calhoun	◆												
GA	Douglas County	◆	◆					◆	◆	◆		◆		
GA	Douglasville	◆	◆					◆		◆				
GA	Effingham County		◆	◆	◆			◆		◆		◆		
GA	Gordon County	◆							◆	◆		◆		
GA	Henry County		◆											
GA	Roswell		◆						◆	◆				
IA	West Des Moines									◆				
ID	Caldwell	◆												
ID	Canyon County	◆												

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	
ID	Hayden		◆					◆		◆				
ID	Kellogg			◆				◆		◆				
ID	Kootenai County Fire & Rescue								◆					
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆			
ID	Post Falls	◆	◆					◆		◆				
ID	Sandpoint		◆						◆	◆	◆			
ID	Shoshone Fire District								◆					
ID	Victor		◆					◆	◆	◆				
IL	Evanston	◆	◆		◆					◆		◆		
LA	Covington			◆	◆									
MD	Anne Arundel		◆											◆
MD	Brunswick							◆		◆			◆	
MD	Calvert County		◆					◆	◆					◆
MD	Caroline County													◆
MD	Carroll County					◆			◆	◆		◆	◆	◆
MD	Cecil County		◆					◆	◆				◆	
MD	Charles County		◆							◆				◆
MD	Dorchester County	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick County		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MD	Harford County	◆												
MD	Ocean City	◆												
MD	Queen Anne's County	◆						◆	◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆	
MD	Snow Hill	◆						◆	◆	◆			◆	
MD	Talbot	◆	◆							◆		◆	◆	◆
MD	Washington County							◆						◆
MD	Westminster		◆		◆					◆			◆	◆
MD	Wicomico		◆											◆
MD	Worcester					◆				◆		◆	◆	◆
MN	Woodbury			◆	◆	◆								
MO	Nixa			◆	◆			◆		◆			◆	
MO	Nixa Fire Protection District								◆					
MS	Madison							◆	◆	◆	◆			
MT	Belgrade	◆	◆	◆	◆				◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
MT	Big Sky			◆										
MT	Bozeman		◆	◆	◆				◆					
MT	Corvallis School District													◆
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin County	◆	◆						◆					
MT	Gallatin County Fire Districts								◆					
MT	Great Falls	◆												
MT	Madison	◆												
MT	Manhattan			◆	◆									
MT	Missoula							◆	◆	◆	◆		◆	
MT	Missoula County							◆	◆	◆				
MT	Polson			◆	◆					◆				
MT	Ravalli	◆												
NC	Cabarrus County													◆
NC	Camden County													◆
NC	Catawba County													◆
NC	Chatham County													◆
NC	Creedmoor			◆	◆									
NC	Currituck County													◆
NC	Durham													◆
NC	Greenville		◆						◆	◆				
NC	Jacksonville	◆		◆	◆									
NC	Nags Head							◆		◆			◆	
NC	Orange County									◆	◆			◆
NC	Pasquotank													◆
ND	Minot											◆	◆	
NE	Lincoln		◆	◆	◆					◆				
NM	Albuquerque		◆					◆	◆	◆				
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				
NV	Washoe County		◆											
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
OK	Edmond			◆	◆									
RI	East Greenwich								◆	◆	◆		◆	◆

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
RI	Middletown			◆				◆	◆	◆			◆	◆
SC	Aiken		◆				◆	◆	◆	◆				
SC	Anderson County		◆											
SC	Georgetown County		◆					◆				◆		
SC	Horry County	◆						◆	◆	◆	◆	◆		
SC	Richland County		◆											
SC	Summerville								◆	◆			◆	
UT	American Fork	◆	◆	◆						◆				
UT	Brigham City	◆												
UT	Clearfield	◆		◆	◆	◆				◆				
UT	Clinton City		◆	◆	◆	◆			◆	◆	◆			
UT	Draper		◆		◆	◆			◆	◆	◆			
UT	Farmington		◆	◆	◆	◆		◆	◆	◆	◆			
UT	Hyde Park		◆	◆	◆					◆				
UT	Kaysville		◆	◆						◆				
UT	Logan	◆	◆	◆	◆	◆		◆		◆	◆			
UT	Mapleton			◆	◆	◆			◆	◆	◆			
UT	North Logan	◆	◆	◆	◆					◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
UT	Salt Lake County					◆				◆				
UT	Sandy City		◆			◆		◆	◆		◆			
UT	South Valley Sewer District	◆		◆										
UT	Spanish Fork	◆		◆	◆	◆				◆				
UT	Springville									◆				
UT	Wellsville		◆	◆	◆				◆	◆				
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆				
UT	Woods Cross	◆		◆	◆					◆				
VA	Chesterfield County		◆						◆	◆		◆		◆
VA	Goochland County		◆											
VA	Henrico County		◆							◆		◆		◆
VA	Isle of Wight County								◆	◆				◆
VA	Prince George County							◆	◆	◆		◆	◆	◆
VA	Prince William County		◆											
VA	Spotsylvania County		◆											
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
VA	Sussex County	◆												
WI	Eau Claire		◆	◆	◆	◆				◆				
WV	Jefferson County							◆	◆	◆			◆	◆

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
WY	Casper	◆	◆						◆	◆				
WY	Pinedale	◆		◆	◆				◆	◆	◆		◆	
WY	Teton County		◆											

Project Personnel and Qualifications

The following section is provided for further information on TischlerBise personnel and firm experience.

RÉSUMÉS

CARSON BISE, AICP, PRESIDENT

EXPERIENCE

Carson Bise has twenty-four years of fiscal, economic and planning experience and **has conducted fiscal and infrastructure finance evaluations in thirty-six states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country.** The applications developed by Mr. Bise have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 200 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level, he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Fiscal Impact Analysis: Methodologies for Planners*, published by the American Planning Association (APA); a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the APA; and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the APA's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Daphne, Alabama – *Impact Fee Study*
- City of Foley, Alabama – *Impact Fee Study*
- City of Gulf Shores, Alabama – *Impact Fee Study*
- City of Orange Beach, Alabama – *Impact Fee Study*
- City of Apache Junction, Arizona – *Impact Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Eloy, Arizona – *Impact Fee Study*
- City of Siloam Springs, Arkansas – *Impact Fee Study*
- City of Avenal, California – *Impact Fee Study*
- City of Banning, California – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*

- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- City of Coral Gables, Colorado – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Steamboat Springs, Colorado – *Impact Fee Study*
- Town of Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- City of Miami, Florida – *Impact Fee Study*
- City of North Miami, Florida – *Impact Fee Study*
- City of South Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- City of Parkland, Florida – *Impact Fee Study*
- City of Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- City of Hagerstown, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Flathead County, Montana – *Impact Fee Feasibility Study and Impact Fee Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- City of Great Falls, Montana – *Impact Fee Feasibility Study*
- City of Laurel, Montana – *Impact Fee Feasibility Study*
- City of Missoula/Missoula County, Montana – *Impact Fee Study and Capital Facility Plan*
- City of North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- City of Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- City of Greenville, North Carolina – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*

- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- City of Spanish Fork, Utah – *Impact Fee Study*
- City of West Jordan, Utah – *Impact Fee Study*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

EDUCATION

M.B.A., Economics, Shenandoah University

Bachelor of Science, Geography/Urban Planning, East Tennessee State University

Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- *Fiscal Impact Assessment*, AICP Training Workshop, APA National Planning Conference
- *Dealing with the Cost of Growth: From Soup to Nuts*, ICMA National Conference
- *Demand Numbers for Impact Analysis*, National Impact Fee Roundtable
- *Calculating Infrastructure Needs with Fiscal Impact Models*, Florida Chapter of the APA Conference
- *Economic Impact of Home Building*, National Impact Fee Roundtable
- *Annexation and Economic Development*, APA National Conference
- *Economics of Density*, APA National Conference
- *The Cost/Benefit of Compact Development Patterns*, APA National Conference
- *Fiscal Impact Modeling: A Tool for Local Government Decision Making*, ICMA National Conference
- *Fiscal Assessments*, APA National Conference
- *From Soup to Nuts: Paying for Growth*, APA National Conference
- *Growing Pains*, ICMA National Conference
- *Mitigating the Impacts of Development in Urban Areas*, Florida Chapter of the APA
- *Impact Fee Basics*, National Impact Fee Roundtable
- *Fiscal Impact Analysis and Impact Fees*, National Impact Fee Roundtable
- *Are Subsidies Worth It?*, APA National Conference

PUBLICATIONS

- "Fiscal Impact Analysis: Methodologies for Planners", APA.
- "Planning and Urban Design Standards", APA, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets", ICMA Press.
- "The Cost/Contribution of Residential Development", Mid-Atlantic Builder.
- "Are Subsidies Worth It?", Economic Development News & Views.

- "Smart Growth and Fiscal Realities", ICMA Getting Smart! Newsletter.
- "The Economics of Density", AICP Training Series, 2005, Training CD-ROM (APA).

DWAYNE GUTHRIE, PH.D., AICP, PRINCIPAL

EXPERIENCE

Dr. Guthrie has thirty-two years of experience as a professional planner working primarily in the areas of impact fees, demographic analysis, infrastructure funding, fiscal evaluations, and transportation planning. His career includes twenty-three years of work as a planning consultant and eight years of public sector experience. At TischlerBise, Dr. Guthrie is the impact fee team leader, with over 380 studies completed for approximately 120 jurisdictions in twenty-five states/provinces. Dr. Guthrie has also served as an expert witness on the topic of impact fees.

As a planning practitioner, Dr. Guthrie promotes smart growth through revenue strategies and pricing policies. By helping communities implement development impact fees, local governments create a nexus between private sector development and the demand for public facilities. Rather than subsidize growth with general tax revenues, Dr. Guthrie works to ensure designated funding for infrastructure that also helps to minimize externalities like traffic congestion. He has pioneered innovative methods for tabulating census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers.

Dr. Guthrie also taught graduate planning courses at local universities including Growth Management at the Alexandria campus of Virginia Tech and Planning Techniques at Catholic University of America. His doctoral dissertation, titled "*Understanding Urban, Metropolitan, and Megaregion Development to Improve Transportation Governance*", documents the expected geographic extent of commuter sheds in 2030 for large metropolitan areas within the continental United States. Commuter sheds provide a viable refinement to current statistical area designations and solve problems due to inconsistent and fragmented MPO boundaries. Nine transportation megaregions are proposed based on specific criteria including global gateways that facilitate movement of people and goods, contiguous commuter sheds with urban centers spaced a suitable distance for high-speed rail service, and end-point commuter sheds projected to add at least one million persons and jobs from 2000 to 2030. The dissertation recommends a new paradigm for transportation governance with scale-dependent decision-making and funding strategies.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING ASSIGNMENTS

- Baldwin County, Alabama – *Impact Fee Study*
- City of Foley, Alabama – *Impact Fee Study*
- Apache Junction Water Company, Arizona – *Water System Connection Fees*
- City of Avondale, Arizona – *Development Impact Fees*
- City of Casa Grande, Arizona – *Development Impact Fees*
- City of Glendale, Arizona – *Development Impact Fees*
- City of Goodyear, Arizona – *Development Impact Fees; Water Resources Fees*
- City of Peoria, Arizona – *Development Impact Fees*
- City of Prescott, Arizona – *Feasibility of Development Impact Fees for Roads*
- Town of Queen Creek, Arizona – *Development Impact Fees*

- City of Scottsdale, Arizona – *Development Impact Fees*
- City of Show Low, Arizona – *Development Impact Fees*
- City of Surprise, Arizona – *Development Impact Fees*
- City of Tolleson, Arizona – *Development Impact Fees*
- City of Bentonville, Arkansas – *Development Impact Fees*
- City of Chino Hills, California – *Development Impact Fees*
- City of Clovis, California – *Sewer Impact Fees*
- City of Temecula, California – *Development Impact Fees*
- City of Tulare, California – *Development Impact Fee*
- Arapahoe County, Colorado – *Rural Road Funding Strategy*
- City of Boulder, Colorado – *Development Excise Taxes*
- Town of Castle Rock, Colorado – *Development Impact Fees and Evaluation of Douglas County School Fees*
- Town of Erie, Colorado – *Development Impact Fees*
- City of Evans, Colorado – *Development Impact Fees*
- Town of Johnstown, Colorado – *Drainage Financing Alternatives, Development Impact Fees, and Water Rate Study*
- City of Louisville, Colorado – *Development Impact Fees*
- Montezuma County, Colorado – *Development Impact Fees*
- Pitkin County, Colorado – *Funding Strategy & Impact Fees*
- City of Pueblo, Colorado – *Development Impact Fees*
- Town of Vail, Colorado – *Development Impact Fees*
- State of Delaware – *Transportation Impact Fees*
- New Castle County, Delaware – *Development Impact Fees, Sewer Policies and Capacity Fees*
- DeSoto County, Florida – *Development Impact Fees*
- DeSoto School District, Florida – *School Impact Fees*
- City of Lake Wales, Florida – *Development Impact Fees*
- Manatee County, Florida – *Development Impact Fees*
- City of Miami, Florida – *Development Impact Fees and Evaluation of Miami-Dade County Impact Fees for Roads and Schools*
- City of Naples, Florida – *Development Impact Fees*
- Coral Ridge Properties, Parkland, Florida – *Capital Improvements Element*
- Pasco County School District, Florida – *School Impact Fees*
- Polk County School District, Florida – *Capital Needs Assessment*
- City of Punta Gorda, Florida – *Development Impact Fees*
- City of Sunny Isles Beach, Florida – *Development Impact Fees*
- Douglas County, Georgia – *Capital Improvements Element and Development Impact Fees*
- City of Douglasville, Georgia – *Capital Improvements Element and Development Impact Fees*
- Effingham County, Georgia – *Capital Improvements Element and Development Impact Fees*
- City of Garden City, Georgia – *Capital Improvements Element and Development Impact Fees*
- Gordon County, Georgia – *Capital Improvements Element and Development Impact Fees*
- Henry County, Georgia – *Capital Improvements Element and Transportation Impact Fees*
- Town of Hailey, Idaho – *Annexation Study and Development Impact Fees*

- City of Nampa, Idaho – *Development Impact Fees*
- City of Post Falls, Idaho – *Development Impact Fees*
- City of Baltimore, Maryland – *Transportation Funding Strategy*
- Carroll County, Maryland – *Development Impact Fees*
- Cecil County, Maryland – *Development Excise Tax*
- Charles County, Maryland – *School Impact Fees*
- Frederick County, Maryland – *Development Impact Fees*
- Town of Hampstead, Maryland – *Development Impact Fees*
- City of Westminster, Maryland – *Capital Improvements Plan*
- Worcester County, Maryland – *Development Impact Fees*
- City of Madison, Mississippi – *Development Impact Fees*
- City of Nixa, Missouri – *Development Impact Fees*
- City of Belgrade, Montana – *Development Impact Fees*
- Florence-Carlton School District, Montana – *School Impact Fees*
- Frenchtown Fire District, Montana – *Development Impact Fees*
- Gallatin County, Montana – *Roads and Fire District Impact Fees*
- City of Great Falls, Montana – *Evaluation of Capacity Fees*
- Town of Manhattan, Montana – *Development Impact Fees*
- City and County of Missoula, Montana – *Development Impact Fees*
- City of Polson, Montana – *Development Impact Fees*
- Douglas County, Nevada – *Road Impact Fees*
- NAOIP & HBA of Albuquerque, New Mexico – *Evaluation of Impact Fees*
- City of Las Cruces, New Mexico – *Development Fees*
- Currituck County, North Carolina – *School Impact Fee*
- City of Jacksonville, North Carolina – *Water and Sewer Facilities Charges*
- Orange County, North Carolina – *School Impact Fees*
- City of Delaware, Ohio – *Development Impact Fees*
- City of Green, Ohio – *Development Impact Fees*
- Home Builders Association of Beavercreek, Ohio – *Review of Transportation Fees*
- Village of Sunbury, Ohio – *Development Impact Fees*
- City of Edmond, Oklahoma – *Water and Sewer Impact Fees*
- City of Cambridge, Ontario – *Development Charges*
- Hydro Electric Commission of Cambridge, Ontario – *Development Charges*
- City of Sarnia-Clearwater, Ontario – *Development Charges*
- Township of Wellesley, Ontario – *Development Charges*
- Aiken County, South Carolina – *Development Impact Fees*
- Anderson County, South Carolina – *Development Impact Fees*
- Georgetown County, South Carolina – *Development Impact Fees*
- City of Sherman, Texas – *Development Impact Fees*
- City of American Fork, Utah – *Development Impact Fees*
- City of Clearfield, Utah – *Development Impact Fees*
- City of Clinton, Utah – *Development Impact Fees*
- City of Farmington, Utah – *Development Impact Fees*

- City of Hooper, Utah – *Sewer Impact Fees*
- City of Kaysville, Utah – *Development Impact Fees*
- City of North Logan, Utah – *Development Impact Fees*
- Salt Lake County, Utah – *Stormwater and Park Impact Fees*
- South Valley Sewer District, Utah – *Sewer Impact Fees*
- City of Spanish Fork, Utah – *Development Impact Fees*
- City of Springville, Utah – *Park Impact Fees*
- City of Wellsville, Utah – *Development Impact Fees*
- City of West Jordan, Utah – *Development Impact Fees*
- City of Woods Cross, Utah – *Development Impact Fees*
- Graham Companies (Loudoun County, Virginia) – *Evaluation of Dulles Sewer District*
- City of Suffolk, Virginia – *Water and Sewer Availability Charges*
- Jefferson County, West Virginia – *Development Fees*
- City of Eau Claire, Wisconsin – *Public Facilities Needs Assessment*
- City of Kenosha, Wisconsin – *Evaluation of CIP Process*
- City of Casper, Wyoming – *Development Impact Fees*
- Teton County, Wyoming – *Transit Impact Fees*

EDUCATION

Ph.D., Planning, Governance, and Globalization, Virginia Tech
 Masters of Arts, Urban and Regional Planning, University of Florida
 Bachelor of Arts, Education, University of Florida

SPEAKING ENGAGEMENTS

- *Impact Fees*, Utah City Engineers Association
- *Funding the Infrastructure Gap*, APA National Conference
- *Development Impact Fees*, Association of Idaho Cities Conference
- *Reasonable Impact Fees*, National Association of Home Builders Conference
- *Impact Fees: The Good, The Bad and The Ugly*, Continuing Legal Education International, Growth Management Conference
- *Do Impact Fees Fit Your Comprehensive Revenue Strategy?*, Rocky Mountain Land Use Institute Conference
- *Developing a Capital Improvements Program*, Utah League of Cities & Towns Conference

PUBLICATIONS

- "Introduction to Infrastructure Financing", IQ Service Report, Vol. 31, No. 3, ICMA, 1999.

JULIE HERLANDS, AICP, PRINCIPAL, TISCHLERBISE, INC.

EXPERIENCE

Julie Herlands is a Principal with TischlerBise and has 15 years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research



Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic and fiscal impact experience includes a wide-range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning 2005*. **She is currently the Immediate Past Chair of the Economic Development Division of the APA.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- Lake County Schools, Florida – *Fiscal Analysis and Revenue Strategies*
- Plant City, Florida – *Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- City of Stuart, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- City of Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- City of Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Shoshone Fire District #2, Idaho – *Capital Improvement Plan and Impact Fee Study*
- City of Victor, Idaho – *Impact Fee Study*
- City of Evanston, Illinois – *Impact Fee/Excise Tax Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *School Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study (included Schools)*
- Town of Easton, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study (included Schools)*
- Wicomico County, Maryland – *Impact Fee Study (included Schools)*
- Worcester County, Maryland – *School Impact Fee Study*
- City of North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*
- Frederick County, Virginia – *Cash Proffers Expert Witness (included Schools)*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study (included Schools)*
- Isle of Wight County, Virginia – *Cash Proffer Study (included Schools)*
- Prince George County, Virginia – *Cash Proffer Study (included Schools)*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*

- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study (included Schools)*

EDUCATION

Masters of Community Planning, University of Maryland

B.A. Political Science, University of Buffalo

SPEAKING ENGAGEMENTS

- *What Are the Costs to Serve Development?*, APA National Planning Conference 2014
- *Local Fiscal Challenges and Planning Solutions*, APA National Planning Conference 2013
- *Fiscal and Market Assessment in Planning*, APA Virginia Chapter Annual Conference 2012 and APA Maryland-Delaware Regional Conference 2012
- *Cash Proffers and Impact Fees*, APA Virginia Chapter Annual Conference 2012
- *Fiscal Sustainability*, APA Webcast, 2010
- *Fiscal Impact Assessment*, AICP Training Workshop, APA National Planning Conference, 2008 and 2009
- *Infrastructure Financing: Funding the Gap*, APA National Planning Conference, 2009
- *Economic Development for Planning Practitioners*, Training Workshop, APA National Planning Conference, 2009
- *Voluntary Mitigation Payments: An Alternative to Impact Fees*, APA National Planning Conference, 2007
- *Proffers vs. Impact Fees: The Virginia Experience*, National Impact Fee Roundtable, 2006
- *Impact Fee—Or Is It?*, APA National Planning Conference, 2005
- *Integrating Planning with School Demands*, APA National Planning Conference, 2005
- *Planning and Fiscal Reality*, APA National Planning Conference, 2004

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?”, *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP”, *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (APA and Lincoln Institute of Land Policy)
- “The Connection between Growth Management and Local Economic Development”, *Economic Development News & Views* (Economic Development Division of the APA)

PROJECT MANAGEMENT AND QUALITY CONTROL PROCESS

For our projects, we utilize a project management process that ensures projects are completed on time, within budget, and most importantly, yield results that match our clients’ expectations. TischlerBise will provide seamless support to the Bentonville project by convening weekly to assess the status of the project. Mr. Bise will ensure that staffing resources are well-matched to provide the highest quality work product, high responsiveness to Bentonville, and to keep the project on schedule. Our approach to resolving issues that may be encountered during the project is simple: identify the possible challenges early on and notify all project members in a timely manner. Early identification will allow TischlerBise

time to strategize a solution from a proactive, rather than reactive, framework. Our project management plan utilizes the following principles common to successful projects:

- **First, we will review the project goals and objectives.** As part of our Project Initiation activities, Carson Bise, assisted by Dwayne Guthrie and Ms. Herlands, will revisit the final project goals and objectives in collaboration with Bentonville staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Second, we will plan the project schedule.** Mr. Bise, Dr. Guthrie, and Ms. Herlands will work with Bentonville staff to create an agreed upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure the project is completed on time and within budget.
- **Third, we will actively manage the project process.** Mr. Bise, Dr. Guthrie, and Ms. Herlands have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). They will manage the work in progress, provide guidance and oversight to staff, and will be accountable to Bentonville for meeting the schedule, budget, and technical requirements of the project. Mr. Bise, Dr. Guthrie, and Ms. Herlands will collaborate and frequently communicate with Bentonville staff by utilizing regularly-scheduled progress memorandums, e-mail status updates, conference calls, and meetings in Bentonville offices.
- **Finally, we will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to you and staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products by the Project Manager. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form. If necessary, a senior manager of the firm not related to the project, may provide a third level review if deemed necessary by Mr. Bise.

PROJECT APPROACH

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fees must: (1) identify the purpose of each fee, (2) identify the use to which a fee is to be put, (3) show a reasonable relationship between a fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating each fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." **Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.**

Any one of several legitimate methods may be used to calculate impact fees for Bentonville. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by ultimate number of demand units the facility will serve. An oversized water storage tank is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for Bentonville. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the various trade-offs with Bentonville. There are likely to be policy and revenue tradeoffs depending on the capital facility and methodology. We recognize that "one size does not fit all" and create the optimum format that best achieves our clients' goals.

Each community is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.

GIS Technology. TischlerBise routinely utilizes GIS technology to add value to the evaluation of infrastructure needs and assessing financing alternatives. This includes assessing existing land use, performing a GIS-based land suitability analyses that can be used to define service areas, project demands for facilities, and coordinate CIP investment for Bentonville.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to the recent economic downturn. This is compounded by shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase Bentonville's financial exposure, if impact fee revenue is less than expected.

Public Outreach. The importance of public outreach when considering impact fees and infrastructure funding options should not be overlooked. Based upon our experience with impact fees and infrastructure funding efforts across the country, we anticipate that this study may attract controversy, especially given the recent economic climate. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of an impact fee program. Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly during challenging economic times.

SCOPE OF WORK

The following Scope of Work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on national case law.

TASK 1: PROJECT INITIATION

Description: The purpose of this Task is to develop a complete understanding of Bentonville's land use planning issues as well as to begin to identify relevant policy issues for consideration in the crafting of the impact fee methodology. In addition, this Task will serve as an opportunity for TischlerBise to make contact with Bentonville staff and conduct project "kick-off" activities. During this task, we will meet with Bentonville staff to establish lines of communication, review and discuss project goals and policies related to the project, review the project schedule (and revise if necessary), and request additional data and documentation related to the project. The specifics of this initial discussion are outlined below:

- Review and refine work plan and schedule, if appropriate.

- Assess information needs and required staff support.
- Discuss Bentonville's current infrastructure needs.
- Discuss overall capital facility financing issues.
- Identify and discuss trade-offs with different impact fee approaches including: residential fees by house size; suggested expanding nonresidential fee schedule; and geographic services areas.
- Identify and collect data and documents relevant to the analysis.
- Become familiar with Bentonville's economic development goals.
- Identify any major relevant policy issues, including issues related to Benton County's impact fees applied to Bentonville's development.

Meetings: One (1) meeting with Bentonville staff.

Deliverables: 1) Data request memorandum. 2) Revised project schedule, if necessary.

TASK 2: PREPARE LAND USE ASSUMPTIONS

Description: The purpose of this Task is to review and understand the current demographics of Bentonville as they relate to growth and development and to determine the likely development future for Bentonville in terms of new population, housing units, employment, and nonresidential building area over the next twenty (20) years. In this Task, we will update current development estimates and projections of future development to reflect recent Census and other data.

Meetings: Discussions with the Planning Department will be held as part of Task 1.

Deliverable: TischlerBise will prepare a memorandum discussing the recommended land use factors and projections.

TASK 3: PREPARE CAPITAL IMPROVEMENTS PROGRAM (CIP)

Description: This task will reflect an initial Capital Improvement Program (CIP) for at least 10 years. The CIP will incorporate anticipated new capital facilities due to growth as well as replacement/retrofit/rehabilitation needs due to existing development. The initial CIP will represent the best estimates of the consultant team and City staff on the priority, timing, cost and method of financing and effect on operating expenditures.

An annual program for up to 10 years will be prepared in cooperation with City staff, based on best estimates. In addition, effects on operating expenses will be noted. It is possible that the CIP may initially be set up under levels of service priority, such as projects urgent, necessary and desirable.

Meetings: Two (2) meetings with Bentonville staff to discuss capital facility needs and LOS.

Deliverable: Draft and Final Capital Improvements Program

TASK 4: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

Description: This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, Bentonville may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if Bentonville might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate LOS Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Deliverables: See Task 8.

TASK 5: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

Description: The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for Bentonville. In a

number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with Bentonville. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, Bentonville is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task.

Meetings: One (1) meeting with Bentonville staff to discuss issues related to allocation methodologies.

Deliverable: See Task 8.

TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

Description: A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverable: See Task 8.

TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

Description: In order to prepare a meaningful CIP, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case some consideration should be given to anticipated funding sources. This calculation will allow Bentonville to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the CIP might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverable: See Task 8.

TASK 8: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

Description: TischlerBise will prepare a draft report that for Bentonville's review. The report will summarize the need for all relevant categories of impact fees in Bentonville and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all LOS standards and cost factors used and accompanying rationale.
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule.
- Cash Flow Analysis.
- Implementation and Administration Procedures.

Following Bentonville's review of the draft report, we will make mutually agreed upon changes to the impact fee report.

TischlerBise's impact fee report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Meetings: One (1) meeting/presentation to present results.

Deliverable: Draft and final reports and presentation materials for meetings.

COST SCHEDULE

The following table presents our proposed project cost schedule for this assignment and encompasses the tasks, meetings, and deliverables identified in our Scope of Work. Please note that this is a fixed fee proposal and includes direct expenses related to the project with no overhead mark-up. TischlerBise bills on a monthly basis, based on percentage complete. Payment terms are net 30 days.

PROPOSED FEE SCHEDULE FOR BENTONVILLE, ARKANSAS					
Project Team Member:	Bise	Herlands	Guthrie	Total	
Hourly Rate*	\$200	\$180	\$180	Hours	Cost
Task 1: Project Initiation	8	0	8	16	\$3,040
Task 2: Prepare Land Use Assumptions	4	8	40	52	\$9,440
Task 3: Prepare Capital Improvement Program	16	40	60	116	\$21,200
Task 4: Determine Capital Facility Needs and Service Levels	8	24	60	92	\$16,720
Task 5: Evaluate Different Allocation Methodologies	8	8	16	32	\$5,920
Task 6: Determine Need for Credits	2	8	8	18	\$3,280
Task 7: Conduct Funding and Cash Flow Analysis	2	0	8	10	\$1,840
Task 8: Prepare Impact Fee Report, Public Presentations	8	40	60	108	\$19,600
Expenses:					\$4,200
Total Cost:	56	128	260	444	\$85,240

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TISCHLERBISE, INC. FOR THE PURPOSE OF EVALUATING AND UPDATING THE CITY OF BENTONVILLE IMPACT AND CAPACITY FEE STUDY AND PREPARING A NEW CAPITAL IMPROVEMENT PLAN.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Tischlerbise, Inc. for the purpose of updating the City of Bentonville Impact and Capacity Fee Study and preparation of a new Capital Improvement Plan, 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2015

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with the Mercer group.

COST TO CITY:

Cost of this Request: \$39,000

Additional Budget Amount \$39,000

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Administration

Date of Request: July 14, 2015

[illegible]

Justification:

FOR ACCTING 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





Memorandum

To: Mayor McCaslin and City Council

From: Denise Land

Date: July 10, 2014

Subject: Mercer Group

Bentonville Fire/EMS serves critical life safety needs in the City. With geographic and population growth, the department has experienced increased capital needs in the form of stations, apparatus and equipment and increased O & M needs in the form of manpower. Capital needs are funded, in part, by EMS impact fees assessed on a geographic area with the City.

In conjunction with the Impact Fee Study and Capital Improvement Plan, staff recommends a consultant to review the capital and staffing issues and operations of the department to ensure that impact fees are being assessed, charged and spent appropriately.

Additionally, because the Fire Chief has indicated that a large increase in positions may be required to operate the department at a higher level of service, the City would like an independent management consultant to perform a comprehensive review of the department to include:

- Strategic issues and challenges,
- Management practices and philosophy,
- Organization and staffing,
- Operations management, and
- Resources and resource management.

The study also would review the contribution and impact of city support services and technical partners of Fire operations, including the Police Department's Dispatch Center and regional mutual aid providers.

The interaction with the Impact Fee Study is critical because impact fees cannot be used to enhance existing levels of service. This consultant was recommended by TischlerBise as having particular expertise in this area. By approving this agreement, the consultants will be able to work together and share information efficiently where necessary.

CITY OF BENTONVILLE, ARKANSAS

***FIRE DEPARTMENT
MANAGEMENT STUDY***

DRAFT PROPOSAL

THE MERCER GROUP, INC.

1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064

770-425-1775 Phone
770-425-8561 Fax

mercergroupinc.com

June 17, 2015



The Mercer Group, Inc.

Consultants to Management

1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064
Phone 770-425-1775
www.mercergroupinc.com

June 17, 2015

Ms. Camille Thompson, Staff Attorney
Ms. Denise Land, Finance Director
City of Bentonville, Arkansas

Via Email

Dear Ms. Thompson and Ms. Land:

The Mercer Group, Inc. is pleased to present our **Draft Proposal** to conduct a Management Study of the City Fire Department. Our proposal is based on our recent telephone conversation, and includes the following information.

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I. INTRODUCTION TO THE MERCER GROUP	1-2
II. MERCER GROUP EXPERIENCE	3-6
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IV. MERCER'S PROJECT TEAM	8-12
V. PROJECT SCOPE, WORK PLAN, AND SCHEDULE	13-26
VI. COST PROPOSAL	27-28

If you have any questions or require additional information regarding our proposal, please contact Steve Egan, our project manager, at 770-425-1775 and segan@mercergroupinc.com.

Very truly yours,

The Mercer Group, Inc.

THE MERCER GROUP, INC.

James L. Mercer, CMC, President and CEO
Stephen D. Egan, Jr., Senior Vice-President

I. INTRODUCTION TO THE MERCER GROUP

This chapter of the proposal provides **Key Facts About Our Firm** and a brief **History of the Firm** that describes our history, business model, customer base, and services.

A. KEY FACTS ABOUT OUR FIRM

The Mercer Group, Inc. is a management consulting firm incorporated in the State of Georgia and operating nationwide, with strongly established areas of practice in the Southeast and Midwest, and growing Southwest and Far West practices. Our firm now has thirty people serving the public sector from eighteen offices across the United States.

Contacts Persons for This Project

James L. Mercer, President and CEO - Project Director
Atlanta and Santa Fe Offices
(505) 466-9500 Office
(505) 466-1274 Fax
j Mercer@mercergroupinc.com

Steve Egan, Senior Vice-President – Project Manager and Lead Consultant
Marietta/Atlanta Office
770-425-1775 Office
770-425-8561 Fax
segan@mercergroupinc.com

Mercer Group Website

Our corporate website provides additional information on our firm, bios of Mercer principals, project and client lists, and current executive recruitment projects. www.mercergroupinc.com

B. HISTORY AND STRUCTURE OF THE FIRM

James L. Mercer, a long-term public sector management consultant, started his own firm in 1981 and in 1984 merged it with another consulting firm, Wolfe and Associates. In 1986, Mr. Mercer acquired the Human Resources and Organizational Consulting Practice of Wolfe and Associates, using this acquisition as the basis for founding Mercer, Slavin, & Nevins, Inc. (MSN). In early 1990, he sold his interest in MSN and founded The Mercer Group, Inc. The Marietta, Raleigh, and other area offices were added as our client base, practice areas, and staffing grew.

Business Model

The Mercer Group, Inc. is a **Consortium Model** firm, with a core of key staff members supplemented by associated independent consultants and specialty firms. The consortium members work together regularly and have long personal and professional relationships.

Client Base and Specialties

The Mercer Group, Inc. provides exceptionally high quality consulting services to a **wide range of public sector clients**:

- State government agencies,
- Local governments (counties, cities, towns, and villages),
- Utilities (electric, gas, stormwater, water, and wastewater),
- Transit Authorities, Health Care agencies, and Special Districts,
- School Districts, Colleges, and Universities, and
- Some private sector clients.

Specialty practice areas of our firm include:

- Strategic planning and policy studies
- Service delivery alternatives, including governmental and functional consolidations and collaboration, contracting and privatization, and managed competition
- Management, organizational, operations, and productivity improvement
- Human resource management, compensation and classification studies, and performance management systems
- Financial and budgetary management
- Executive recruitment

Our consultants have conducted successful **planning, management, and organizational consulting assignments for over 500 public sector organizations** and over 1500 executive recruitment assignments.

II. MERCER GROUP EXPERIENCE

This chapter of the proposal provides a summary of Consulting Experience for Fire and EMS Studies and a List of Florida Projects. **The Mercer Group has been assisting local governments for over 30 years with a successful track record of 500 management consulting projects and 1,500 executive search assignments.** Jim Mercer and Steve Egan, who are assigned to this project, have conducted most of these consulting projects.

A. FIRE AND EMERGENCY MANAGEMENT STUDIES

The short project descriptions that follow are representative of over 25 consulting projects that included Fire Departments.

- **Ashwaubenon and Cedarburg, Wisconsin:** Steve Egan conducted administrative staffing studies for all departments in these two cities. The study included support staff needed in the Police and Fire Departments.
- **Atlanta, Georgia:** Steve Egan advised Chief David Chamberlin on the department's strategies, goals, objectives, and performance measures.
- **Barre City and Town, Vermont:** Steve Egan worked with City and Town officials and department heads to conduct a Feasibility Assessment of consolidation or collaboration opportunities in delivering Public Safety Services (Fire, EMS, and Police). On the Fire and EMS side, the City of Barre had a combined Fire/EMS department staffed by full-time, certified firefighters and the Town of Barre had a volunteer Fire Department and a full-time ambulance service.

The study included application of Mercer's *Shared Service Decision Criteria*, rating of the feasibility of over 25 collaboration opportunities, and a detailed feasibility assessment of the highest rated opportunities - consolidation of Fire only, EMS only, Fire and EMS, and Police services.

- **Bend, Oregon:** Mike Letcher and Bill Stipp conducted a Fire District Feasibility study for the City of Bend, Oregon and the Deshutes County Rural Fire District #2. The scope of the study includes recommendations on options for service delivery structure (who does what), organizational structure (how functions and staff fit together), and long-term financial stability.

- **Beverly Hills, Michigan:** Steve Egan conducted a management and organizational study of the Village's Public Safety Department, which uses the Public Safety Officer Model in which officers respond to calls as police officers, fire fighters, or emergency medical technicians as the situation dictates. The study focused on organization and staffing needs; operational issues, including whether or not to continue the 12-hour shift schedule; and a variety of labor-management concerns.
- **Charlotte, North Carolina:** Steve Egan, with Vertex Consulting, conducted a study of the City's method of costing, pricing, and charging for regulatory services of the Engineering, Fire, Planning, and Transportation Departments. The study included Focus Groups with citizens and regulated companies and a national survey of twelve similar communities.
- **Cobb County, Georgia, and Six Cities:** Steve Egan helped develop a service delivery strategy by analyzing how services were delivered, coordinated, and funded by the county and six city governments. The goal was to identify service overlaps and duplications to facilitate the most cost-effective means of service delivery. Key issues were services by the County and City Police and Fire Departments, including mutual aid response, role and coverage of special units, and service areas vs. responses.
- **East Point, Georgia:** Steve Egan and Mercer staff conducted limited scope Management and Organizational reviews of Police and Fire operations.
- **Fulton County, Georgia:** When employed by the County, Steve Egan worked with the County Manager, Finance Director, and Police and Fire Chiefs to transition services from a contract with the City of Atlanta to in-house departments. For Fire, this large project continued actions along a twenty-year timeline that moved the department from a small leadership cadre and a few volunteer-staffed stations to a fully professional, full-time department with over a dozen stations. He also provided assistance in creating a governance and operations model for a multi-agency dispatch operation.
- **Highland Park, Michigan:** From October 2002 to March of 2005, Steve Egan served as interim Public Works and Water Director for this fiscally distressed city of 16,000-population inset in the northern part of Detroit. The city was run by a state-appointed Emergency Financial Manager who brought in Steve to manage field operations. In that role, Steve worked closely with the Police and Fire Chiefs on a variety of public safety issues including security at City facilities (open and closed ones), fleet and facilities management, illegal dumping, water pressure, hydrant maintenance, and security for meter technicians.

- **Maplewood, Minnesota:** Steve Egan facilitated the development of a Strategic Business Plan for Fire and EMS Services. Working with the City Manager, Fire Chief, and Police Chief, the plan identified future needs and service delivery systems for paramedic, emergency management, and fire services in this 37,000-population community. The plan dealt with several sensitive issues, including the transition from an all-volunteer fire service to a hybrid system (full-time cadre plus paid-on-call firefighters) and the shifting of some paramedic duties from paramedic police officers, a very unique arrangement, to newly created full-time fire fighter positions.
- **Mountain Brook, Alabama:** Steve Egan and staff conducted a citywide Management and Organizational study of this 23,000-population suburb of Birmingham. The study covered Police, Fire, Public Works, Administrative, and Planning/Inspections services.
- **New Orleans, Louisiana:** Steve Egan conducted a Management and Organizational study of the City's Fire Department. Issues included organization and staffing, planning, management succession, management practices, and resource management.
- **Palm Beach County, Florida:** Jim Mercer conducted an Interpersonal Dynamics and Teambuilding Project for the Fire-Rescue Department that assessed the key managers of the Department, developed a teambuilding agenda, conducted a retreat with key managers, and debriefed with each manager. Recommendations for further action included address unresolved issues, implement goals established at retreat, continue teambuilding sessions, and provide career ladders, training and employee involvement process.
- **Peninsula Airport Commission, Virginia (1993):** Jim Mercer conducted a Public Safety Department Organization Analysis to consolidate functions and downsize the Fire Department at Newport News/Williamsburg International Airport.
- **Port Arthur, Texas:** As part of a larger, citywide study, Steve Egan conducted a Management and Performance Review of the Port Arthur Fire Department, an interesting agency with responsibility not only for residential and commercial properties, but also a major port and eight oil and chemical refineries.
- **Sparks, Nevada:** Jim Mercer and staff conducted a Management and Operations, Organizational Climate, and Human Resources analysis of most city departments, including Police and Fire.
- **Teton County, Idaho:** Jim Mercer, Steve Egan, Mike Letcher, and Bill Stipp conducted an Emergency Services study for Teton County, the Teton County Fire Protection District, the Teton County Ambulance District, and Teton Valley Health Services (the hospital). The project reviewed and made recommendations for improvements in service delivery structure, organization and staffing, and operations.

B. REGIONAL CLIENTS

The Mercer Group has conducted over 50 management consulting projects in Arkansas, Louisiana, Texas, and neighboring states. These projects include management studies, strategic planning, service delivery alternatives, financial management, human resource management, and executive searches.

Management Studies

Management studies include projects in which we analyze organizational performance, either overall or for a specific topic or function. Regional clients include:

- **Austin and Travis County, Texas:** Governmental Consolidation study and Operations Analysis for ten major functions.
- **Berkeley, Missouri:** Classification and Compensation study (Pay Study).
- **Bowling Green, Kentucky:** Public Works management study.
- **Chattanooga, Tennessee:** Comprehensive Cost of Service and User Fee study.
- **Corpus Christi, Texas:** Citywide Operations Analysis.
- **Georgetown, Kentucky:** Information Systems Strategic Plan and Needs Assessment.
- **Iberia Parish, Louisiana:** Parish-wide management study.
- **Kirksville, Missouri:** Classification and Compensation study (Pay Study).
- **New Orleans:** Fire Department management study.
- **Nueces County, Texas:** Consolidation study and Operations Analysis.
- **Port Arthur, Texas:** Citywide Management and Performance Review.
- **Sugar Land, Texas:** Utilities Department management study.
- **Tulsa, Oklahoma:** Citywide Management and Organizational study.
- **University Park, Texas:** Public Works management study.

Strategic Planning

Strategic planning projects include organizational or community-based strategic plans, goal-setting, and training in applying the Mercer planning process. Regional clients include:

- **Brazos River Authority**
- **Del Rio, Texas**
- **Fayetteville, Arkansas**
- **Laporte, Texas**
- **Longview, Texas**
- **Saline County, Kansas**
- **Tyler, Texas**

III. REFERENCES

References are provided for the following recently completed projects. References for other projects can be provided upon request.

Fulton County, Georgia (Various Projects including Fire)

ROBERT REGUS, former County Management
(now City Administrator in Alpharetta, Georgia)
678-297-6012

Maplewood, Minnesota (Fire/EMS Strategic Plan)

STEVE LUKIN, Fire Chief
651-770-4535

Mountain Brook, Alabama (Citywide Study included Fire)

SAM GASTON, City Manager
205-802-3800

Port Arthur, Texas (Management and Performance Review included Fire)

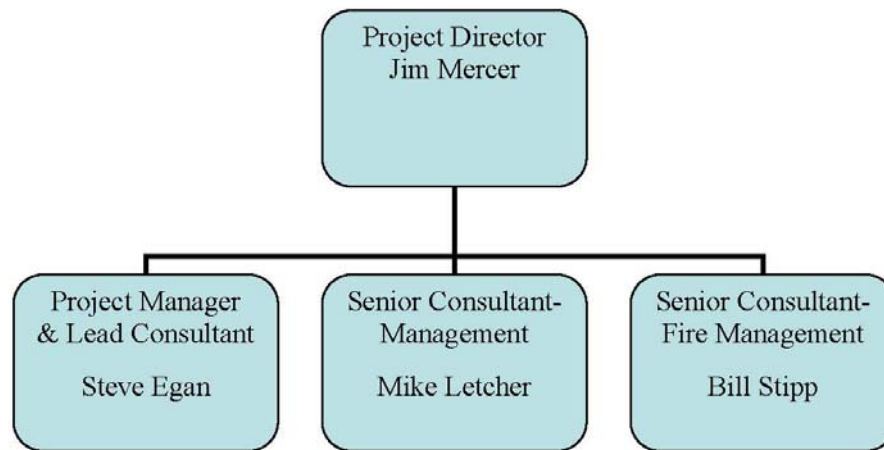
LARRY RICHARDS, Fire Chief
409-983-8738

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IV. MERCER'S PROJECT TEAM

The Mercer Group's senior professionals and affiliated technical specialists regularly team on management consulting projects. We believe that the combination of Mercer's consulting skills in local government strategic planning, benchmarking and performance measures, finance and budgeting, senior management, and fire operations "covers all the bases" for a study of this kind.

Note that the members of the management team, consultants, and technical specialists have personally conducted the consulting projects listed in the proposal. Further note that the team includes all the skills and experience needed to conduct this project – local government management (Jim and Mike), service delivery options (Jim and Steve), fire (Bill), finance (Steve and Mike), and resource management (Jim, Steve, Mike, and Bill).



A. PROJECT MANAGEMENT TEAM

Project Director: James L. Mercer CMC, founder and president of the Mercer Group who is located in Santa Fe, will direct the project and be responsible for the quality of our services, as well as contribute to our review of management and organizational issues.

Jim started his career in local government as the Assistant City Manager in Raleigh, North Carolina. He is a long-time management consultant to the public sector with experience in two former “Big 8” firms, a national executive recruiter, and the Batelle Memorial Institute.

His consulting practice areas include strategic and functional business planning, management audits and studies, human resource management analyses, and executive search. He has worked on over 250 state and local government management consulting projects and over 1000 executive searches in a thirty year consulting career. His consulting work includes many of the projects referenced in the proposal.

Jim’s fire consulting experience includes:

- Barre City and Town, Vermont
- Beverly Hills, Michigan
- East Point, Georgia
- Cobb County, Georgia, and its Six Cities
- Maplewood, Minnesota
- Sparks, Nevada
- Teton County, Idaho

Additionally, he has authored over 200 articles and five books, including:

- Public Management Systems,
- Managing Urban Government Services,
- Strategic Planning for the Public Managers, and
- Public Management in Lean Years: Operating in a Cutback Management Environment.

Project Manager and Lead Consultant: Stephen D. Egan, Jr., a Mercer Group senior vice-president located in Marietta, Georgia, will be our project manager and lead consultant. As project manager, Steve will assist Jim Mercer, our project director, in managing the project team, liaison with client personnel, technical report preparation, and presentations. As our lead consultant, he and Bill Stipp will be our primary on-site staff for the project.

Steve is a former Fulton County, Georgia, Budget official whose responsibilities included analysis of departmental budget requests, internal consulting, and special projects for the County Manager and Board of Commissioners, including creation of Fire and Police Departments. He also served for over two years as interim Public Services and Water Director for the City of Highland Park, Michigan, a fiscally-distressed city of about 17,000-population inset in the City of Detroit. A significant part of that assignment was work with the Fire Department on hydrant availability, water pressure, and maintenance of the City's aging fire station.

In thirty years of consulting with state and local governments, he has performed over 165 planning, management, and financial studies, including most of the studies referenced in the proposal. Steve is a specialist in strategic and functional business planning, service delivery strategies, governmental management, organizational development, public safety, and public works, utilities, recreation, planning and zoning, and maintenance operations.

Steve's fire consulting experience includes:

- Barre City and Town, Vermont
- Beverly Hills, Michigan
- Cobb County, Georgia, and its Six Cities
- East Point, Georgia
- Fulton County, Georgia
- Maplewood, Minnesota
- McDonough, Georgia (in process)
- New Orleans, Louisiana
- Port Arthur, Texas
- Teton County, Idaho

Steve earned a Bachelor of Arts degree in History and Government from Norwich University, in Northfield, Vermont, and a Master of Arts degree in Government from The American University in Washington, DC.

He is a regular speaker at professional associations, seminars, and colleges on managing in the public sector, and is a member of International City-County Management Association (ICMA) and the American Public Works Association (APWA). Steve is the co-author of Managing Professional Service Delivery: 9 Rules for Success (CRC Press 2014), which is a primer on the nuts-and-bolts of being a management consultant.

B. OTHER MERCER CONSULTANTS

Senior Consultant Management: Mike Letcher, is a Mercer Group Senior Vice-President and Director of our Arizona Office in Tucson. Mike's role for the study relates to the analysis of fire management functions, including finance, human resources, and information technology.

Mike is a recognized leader in strategic planning, performance measurement systems, and the development of innovative and sustainable solutions to improving human resources, budget, finance, and internal operating processes for governments with positive bottom line results. He is a dynamic speaker and trainer with national and state conference experience. He has experience consulting with Federal, State, and Municipal clients.

Mike has worked in municipal governments for over 30 years as a City Manager, Deputy City Manager, Budget Director, Finance Director and Human Resources Director, with cities ranging in size from 6,000 to 500,000 in population. His last work assignment before joining Mercer was as City Manager in Tucson, Arizona.

Mike is a certified quality improvement facilitator and the recipient of innovation awards for programs he developed in Human Resources, Finance and Customer Service. The International City/County Management Association and the University of Arizona also recognize him as a Certified Public Manager.

Mike was an instructor in the Executive Leadership Program for 10 years at the National Fire Academy in Emmitsburg, Maryland. He also is an Honorary Firefighter Badge #33 for the Winooski, Vermont, Fire Department.

He has worked with graduate programs in Public Administration at the University of Kansas and the University of Vermont, and is currently Assistant Professor of Practice at the University of Arizona.

Mike holds a Masters Degree in Public Administration from the University of Kansas and has published national articles on improving customer service and redefining the relationship between the Mayor, Council, and the City Manager.

Senior Consultant Fire Management: William Stipp, a Mercer Senior Vice-President, serves as a consultant in the areas of Candidate Assessment Center Design and Facilitation, Employee and Supervisory Development Programming, Leadership Training, and Organizational Management Studies and Assessments for fire agencies.

Mr. Stipp has over twenty-nine years of progressively responsible experience as a government and fire manager, fire service consultant, and fire instructor in three states. He is a serving member of the City Council in Goodyear, Arizona.

For more than 15 years of his career, he held all chief fire officer ranks, which included Chief of Department. He focused on regional operations, organizational management, professional staff development, and emergency response management.

Bill has served on a number of national, state, and regional committees to improve and maximize fire service delivery. Based on these skills, the United States Army recognizes Bill as a Subject Matter Expert in the function and application of the Unified and Incident Command Systems.

As a government manager, he served on the State of Massachusetts Joint Labor-Management Committee, which is responsible for mediating contract disputes between municipal governments and their labor organizations. He developed the Associates of Science Degree program coursework for a countywide community college in Northern Illinois, which received approval by the Illinois Board of Higher Education. He also developed a "Supervisor's Academy" for an Arizona fire department that was recognized by Arizona State University's School of Public Affairs as a pre-requisite for their Certified Public Managers Program.

During his fire service career Bill served on the Phoenix Regional Operational Consistency Committee, Phoenix Urban Area Security Initiative RRT sub-committee, Phoenix Valley Safety Officers Committee, and the CALSC's Hazardous Materials Response sub-committee.

He currently serves on the MCCCDC Fire Science Instructional Council and the Arizona Fire Chiefs Association - Fire Officer I and II certification committee.

Bill earned a Bachelor of Science Degree in Fire Service Administration from Southern Illinois University and is a graduate of the Executive Fire Officer Program from the National Fire Academy in Emmitsburg, MD.

He is a member of the International Association of Fire Chiefs and the Arizona Fire Chiefs Association, and is an alumnus of the International Association of Firefighters. He is the Program Director for Fire Science at a Community College in Maricopa County, Arizona.

V. PROJECT SCOPE AND APPROACH

This chapter of the proposal provides an Overview of the Project, Summarizes our Approach, and defines a project Work Plan and Schedule.

A. OVERVIEW OF THE PROJECT

Background

The Bentonville Community

Bentonville, Arkansas, is located in the northwest corner of the state and is the county seat for Benton County. The city, county, and surrounding areas have historically experienced strong economic development with lower unemployment than the national average. Wal-Mart, Sam's Club, Tyson's Foods, and J.B. Hunt Transport are headquartered in Bentonville.

The regional population has grown significantly since 1990, with the 2014 estimate for the city at 40,613 as compared to 11,257 in 1990. The city comprises an area of 31.5 square miles.

City Government

The City of Bentonville is a full-service city governed by the Mayor and an eight-member City Council. The city has an annual General Fund budget exceeding \$32 million and employs 310 full-time and 13 part-time employees.

Bentonville Fire Department

The Fire Department's mission is to *"provide fire protection, advanced life support ambulance service, and other emergency services for the citizens of Bentonville and surrounding areas."* The department operates out of a main station and five satellite stations, responding to over 5,000 calls each year.

The Fire Chief, who report to the Mayor, directs the work of the department. The Chief is supported by an Assistant Fire Chief, who oversees the Training Division, three Battalions, and the Fire Marshal's Office.

The FY 2014 budget provides almost \$10 million in funds and supports seventy-five full-time positions (with nine new positions for Station #6 in 2014), as well as a part-time lieutenant and nine part-time firefighters.

Scope of Work

Because of the Fire Chief's call for a large increase in positions to operate the department, the City would like an independent management consultant to perform a comprehensive review of the department to include:

- Strategic issues and challenges,
- Management practices and philosophy,
- Organization and staffing,
- Operations management, and
- Resources and resource management.

The study also would review the contribution and impact of city support services and technical partners of Fire operations, including the Police Department's Dispatch Center and regional mutual aid providers.

B. SUMMARY OF OUR APPROACH

Strategic, High Performance Perspective

As **strategic planners**, we incorporate a strategic perspective into all of our management and organizational studies. This perspective includes clear definition and alignment of vision, values, strategies, goals, objectives, and actions.

As **management consultants**, we advocate implementation of a High Performance Organizational Model to ensure that citizens and customers receive high-quality services delivered in a cost-effective manner.

As **former local government managers, including service as a fire chief**, we want to help you create an organizational culture that is customer-centered, empowering of employees, creative and interesting, and a great place to work.

Application of the Mercer Management Model

Our model for managing in the public sector is based on these **characteristics**:

- Effective strategic and operational planning processes.
- Strong leadership at every level of supervision.
- Positive, employee-supportive cultural attributes.
- Effective use of teams and employees.
- Customer-driven delivery of services.
- Organization-wide commitment to quality.
- Ongoing measurement of progress and performance.
- Establishment of a self-reinforcing framework for performance improvement.

Frankly, **our goal is to move agencies beyond the traditional management model** used in the public sector, a model based on hierarchical structures, risk aversion, maintenance of the status quo, supervisors acting as bosses, individualistic and competitive work, limited training, poorly defined performance, and short-term planning.

Comprehensive and Participative Approach

Mercer Group's approach to the study is customer-focused. We emphasize a participative approach that involves a wide range of officials, managers, employees, stakeholders, and citizens/customers to gain a 360-degree understanding of the organization. This approach also includes extensive work with all of these groups on strategic, operational, financial and performance issues regarding the study.

Our goal in each Mercer study is to interact in some meaningful way with all appropriate officials, managers, employees, and stakeholders during the course of the project. This interaction can be in the form of individual and group interviews, focus groups, work site observation and informal discussions, questionnaires, and surveys.

We make every effort to ensure **"No Surprises"** as we develop recommendations for performance improvement. This philosophy means:

- Continuous communication with our client's project leadership,
- Sharing and discussing preliminary ideas and recommendations early and often as they develop, and
- Offering the draft report to as wide an audience as possible, particularly those providing input to the study and those most affected by its recommendations.

We will not proceed with any step in our proposed approach until we make sure that you are completely satisfied with our results to date.

Our team has the technical, city and fire management, and successful, result-oriented consulting experience with other clients to make the study results relevant to your needs.

We recommend that our clients appoint a **Project Steering Committee** to monitor the progress of our work and review draft deliverables, as well as a **Project Liaison** to provide logistical support. During the project we normally contact or meet with the Project Liaison biweekly and the Steering Committee monthly or at key milestones, such as the end of Fact Finding, ten days after issuance of the Draft Report, and shortly after delivery of the Final Report.

Project management activities include regular status meetings and reviews of preliminary deliverables in order to confirm the accuracy of our findings, develop a consensus on recommendations, and foster a commitment to implementation.

Structured Work Plan

The proposed work plan and schedule that follow are based on work plans tested on other consulting projects and tailored to the specific needs of each client. The work plan emphasizes:

- A reasonable project schedule that provides adequate time onsite and extensive interaction with client staff, but with limited intrusion on operations,
- Application of tested project methods and tools, and the
- Effective use of the varied skills of the project team.

Principles and models driving our work include:

- The **Mercer Model for Strategic Planning in the Public Sector** is based on Jim Mercer's book, Strategic Planning for Public Managers. The model has been tested on over 100 strategic and functional business planning projects (See **Exhibit 1**).
- The **Mercer Model for Managing in the Lean Times** is based on Jim Mercer's book, Public Management in Lean Years: Operating in a Cutback Management Environment. (See **Exhibit 2**)
- The Mercer Group's "**50 Management Issues**" are the analytical foundation for our Management and Performance Reviews of governmental services and functions, and have been tested on over 250 studies nationwide. (See **Exhibit 3**).
- **Mercer's Shared Services Decision Criteria** and process for making contracting, collaboration, and privatization decisions. This model allows decision-makers to review and rate twelve factors that influence out-sourcing and in-sourcing decisions, as well as identifies enablers and inhibitors, strengths, weaknesses, opportunities, and threats.

Exhibit1

THE MERCER GROUP
Local Government Strategic Planning Model

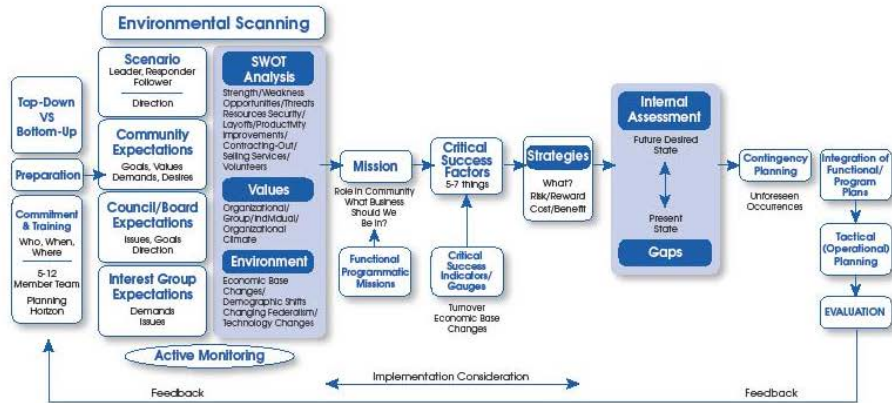


Exhibit 2

PUBLIC MANAGEMENT IN LEAN YEARS

Decades before the word “Lean” became an iconic representation of local governments’ struggle to maintain services in economic hard times, **Jim Mercer wrote-the-book on how to cope with lean years** by applying cutback management techniques. Along with “*Strategic Planning for Public Managers*,” his 1991 book *Public Management in Lean Years: Operating in a Cutback Management Environment*” continues to provide the foundation for the 50 Management Principles that guide the consulting work of our Management Studies practice.

As many parts of our country continues to struggle with the greatest economic crisis since the Depression of the 1930’s, these **Cutback Management principles can help Mayors and City Councils meet local fiscal and service delivery challenges**. Here’s how:

1.) Assess Strategic Planning Initiatives: Although many governments have “strategies, goals, and objectives,” many lack a full-scope strategic plan based on the Mercer Model, and many more fail to carry down the government plan to department-level and program-level “strategic business plans.” Often, therefore, the work of employees and organizational units is not aligned with the government’s vision, strategies, and goals.

2.) Review Service Delivery Options: These service delivery alternatives range from full consolidations (City-County or City-Town) to functional consolidations (Police or Fire) to collaboration on specific services (911 Center) to cooperation in funding social services or the arts.

3.) Define Creative Budgetary Alternatives: Although it is hard to raise taxes, charges, and utility fees in economic hard time, local governments can implement performance-based and other budgetary processes to ensure departments and programs are accomplishing government-defined goals and objectives, operating efficiently and effectively, and giving a solid return on the investment in people, facilities, equipment, and other resources.

4.) Implement Operations and Productivity Improvement: The performance measurement movement is one of many ways to ensure local government operations are productive. But, in addition, governments need ways to assess and monitor the day-to-day and hour-to-hour operational efficiency of staff, units, and programs. We call this “*Managing the Numbers!*”

5.) Identify Needed Technology Investment: For years, utilities have invested in technology to limit staffing requirements in filtration/treatment plants and other facilities. Other local government programs have not necessarily followed that trend to apply Work Management Systems, GIS units on garbage trucks and other vehicles, and hand-held field data recorders.

6.) Improve People Management Processes: Key needs for every government are to retain good employees and develop lower performers. The structure and application of pay plans (including performance-based rewards), benefits packages, organizational development and training programs, performance evaluations, and the like can bring all employees to higher levels of performance and limit turnover and its attendant costs to hire, train, and retain the workforce.

Exhibit 3

MERCER'S 50 MANAGEMENT ISSUES

As we do in all our Management and Operations studies, we will review the following **Fifty Management Issues** as the analytical foundation for the project to ensure we fully understand current services provided by Miami-Dade Fire District.

Governance

1. Legal structure/form of government
2. Role of governing and advisory boards and committees
3. Staff support to these boards and committees
4. Policy making and decision making processes
5. Identification of and compliance with legal, regulatory, and policy requirements

Service Delivery Structure

6. Organizational location of services and activities both in and outside the city
7. Interdepartmental cooperation among city government departments
8. Intergovernmental cooperation across the region
9. Use of alternative service delivery opportunities, such as interlocal agreements, contracts, and privatization
10. Comparison with industry best practices, benchmarks, and Mercer's regional and national experience

Planning

11. Strategic planning process compared to the Mercer Model
12. Alignment of vision, values, missions, strategies, long-term goals, and short-term objectives
13. Capital projects planning process, current plans, and plan oversight
14. Financial planning and budgeting processes, documents, and oversight
15. Operational planning processes, current plans, and plan oversight

Management Organization and Practices

16. Senior management organization structure
17. Internal workings of the management team
18. Management reporting and communications
19. Documentation of policies and procedures
20. Customer and stakeholder relations and communications
21. Organizational culture and values
22. Management philosophy and labor-management relations

Operations Management

- 23. Work standards and specifications
- 24. Work planning and scheduling
- 25. Unit organization and staffing
- 26. Job classifications, roles, and duties
- 27. Adequacy of facilities, equipment, tools, technology, communications, and materials
- 28. Unit supervision
- 29. Unit operations, response times, unit response protocols, productivity, and cost-effectiveness
- 30. Technical support and administrative support operations
- 31. Activity and performance reporting and analysis
- 32. Fire, Rescue, and Emergency management plans and processes

Resource Management

- 33. Human resources management policies, practices, and processes
- 34. Training and career development program
- 35. Safety and risk management program
- 36. Employee and labor relations
- 37. Financial management and reporting
- 38. Financial transactions and processes
- 39. Project and activity cost accounting
- 40. Rates, fees, charges, and cost recovery practices
- 41. Internal service fund operations and charges
- 42. Information systems management and support services
- 43. Computer and technology applications (hardware and software)
- 44. Records management, including documents, mapping, and GIS
- 45. Purchasing and materials management
- 46. Warehouse and stores operations
- 47. Facilities management
- 48. Facility and grounds maintenance operations
- 49. Fleet and equipment management
- 50. Equipment specifications, procurement, and replacement

C. WORK PLAN

The Work Plan for this project, which combines elements of our Strategic Planning and Managing in Lean Times models and the 50 Management Issues, is organized into six tasks and a number of subtasks within each task. A proposed project schedule follows the work plan.

Task 1: Project Initiation and Management. The purpose of Task 1 is to start the project with full agreement on objectives and scope, Work Plan, schedule, and deliverables; collect basic data on the organization; and perform ongoing project administration. Subtasks are:

- **Subtask 1a: Project Startup.** The project team will meet with your Project Steering Committee and Project Liaison to introduce our staff; confirm (and adjust as needed) project objectives, scope, work plan, schedule, and deliverables; and schedule initial fact finding meetings (if not arranged in advance).
- **Subtask 1b: General Research.** We will collect and analyze previously published materials that relate to the project, such as, but not limited to:
 - Codes, ordinances, and regulations
 - Strategic, functional, and operational plans
 - Budget and financial reports
 - Organization and staffing plans
 - Job descriptions, pay plan, personnel practices
 - Operational reports, brochures, statistics, flowcharts, and performance measures
- **Subtask 1c: Compilation of Information and Status Reports.** The purpose of this subtask is to ensure that Mercer and the Project Steering Committee agree on core facts and issues as we undertake fact finding and before we begin analysis and report preparation in later tasks.

Offsite we will compile, review, and evaluate information gathered to date and meet as a team to compare notes and define preliminary issues. We will then present a progress report to the Project Steering Committee and meet with the committee to review it.
- **Subtask 1d: Project Management.** The project director and manager will perform ongoing project management tasks such as client status meetings, billings, internal administration, planning, and quality control.

Task 2: Initial Assessment. The purpose of this task is to gain an initial understanding of city government, the Fire Department, and support and technical services, as well as to begin collection of technical fire documents, reports, and data. Subtasks are:

- **Subtask 2a: Assessment Interviews with Senior City Officials.** We will interview the Mayor, members of the City Council, Staff Attorney, Finance Director, and Human Resources Director to identify and understand major policy, regulatory, management, financial, and resource management issues.

The **PRODUCT** of these interviews is information for the preliminary SWOT Assessment (Strengths, Weaknesses, Opportunities, and Threats), regarding, political, policy, economic, legal and regulatory, service delivery, management, organizational, operational, and resource management issues and challenges to analyze in later subtasks.

- **Subtask 2b: Assessment Interviews with Fire Department Managers.** We will interview the Fire Department's command team to gain an understanding of fire responsibilities and resources, and to identify and understand major policy, regulatory, management, financial, and resource management issues. In this subtask, we meet with officers across Battalions and tour facilities across the City.

The **PRODUCT** of these interviews is additional information for the preliminary SWOT Assessment (Strengths, Weaknesses, Opportunities, and Threats), regarding, political, policy, economic, legal and regulatory, service delivery, management, organizational, operational, and resource management issues and challenges to analyze in later subtasks.

- **Subtask 2c: Strategic Direction.** We will develop a profile of strategic and operational plans, services and service levels, performance expectations and measures, service delivery mechanisms, and responsibilities through document reviews and interviews with city officials and department managers.

The **PRODUCT** of this subtask will be description of any currently defined strategic plans and strategies and the ways in which the department implements and delivers services in support of these plans. A key objective is to measure the degree of alignment between city- and department-level expectations and policies with department, division, and unit-level activities and procedures.

Task 3: Fire Services Assessment. The purpose of this task is to document current practices, resources, and issues within the Fire Department and to develop data for analysis in Task 4. Subtasks are:

- **Subtask 3a: Organization and Staffing Analysis:** We will meet with the chief and command team to document and review management and supervisory organization plans; staffing plans (full-time and part-time); employee job descriptions; personnel policies and procedures; work load, work assignments, and time utilization; pay and classification system; and performance management system

The **PRODUCTS** of this subtask will be a "**Responsibility Map**" that identifies the structure of services provided (Who does what?) and an "**Organizational Analysis**" to identify an organizational structure and people resources required to deliver fire services.

- **Subtask 3b: Operations Review.** We will familiarize ourselves with current operations through meetings with staff, inventory of facilities and equipment, observation of services, review of policies and procedures, analysis of operational and financial data, and comparison with our national database and experience developed during other studies.

The **PRODUCTS** of this subtask will be a list of operational strengths and weaknesses that need to be resolved or analyzed in more detail in Task 4.

- **Subtask 3c: Resource Management Review.** During our management and departmental meetings in Subtasks 3a and 3b, we will collect information on and review the performance of city and department support services, such as Budget and Finance, Equipment and Fleet, Facilities and Grounds, Human Resources, Information Systems and Technology, and Purchasing and Materials Management.

The **PRODUCT** of this subtask will be a list of issues, challenges, and problem areas that need to be analyzed in more detail in Task 4.

- **Subtask 3d: Technical Service Providers.** We will meet with technical service partners, including the Police Dispatch Center and area mutual aid providers, to measure their resources, capabilities, and contribution to the services of the Fire Department.

The **PRODUCT** of this subtask will be a *Capabilities Assessment* of these service delivery partners.

Task 4: Analysis, Findings and Recommendations, and Draft Report.

The purpose of this task is to analyze Task 1, 2, and 3 data, develop findings and preliminary recommendations, including options for future opportunities, identified under this scope and prepare a draft report.

- **Subtask 4a: Analysis of Fact Finding Information.** We will analyze organizational, operational, technical, and financial data, documents, and notes to support preparation of several task reports, which will serve as major chapters in the report.
- **Subtask 4b: Preliminary Findings and Preliminary Recommendations.** We will compile our findings from Tasks 1, 2, and 3 and develop preliminary analyses and recommendations for the Management Study.
- **Subtask 4c: Draft Report.** Our findings and preliminary recommendations will be documented in a written, draft report, which will be sent to the Project Steering Committee for review.

Task 5: Management Review. The purpose of this task is to review the draft report with the Project Steering Committee.

- **Subtask 5a: Client Review of Draft Report.** We expect that the Committee will complete its review within ten (10) working days of receipt of the draft report.
- **Subtask 5b: Draft Review Meeting.** Key members of the project team will meet with the Committee to walk through the report to identify areas needing correction, further explanation, expansion, or modification; to discuss alternative recommendations; and to identify implementation issues and timetables.

Task 6: Final Report and Presentations. The purpose of this task is to prepare and present our final report.

- **Subtask 6a: Final Report.** We will incorporate all required changes identified in Task 5 and issue the final report. The final report, including an implementation plan and cost-benefit analysis, will be submitted to the City.
- **Subtask 6b: Final Presentation.** We will present key findings and recommendations to the Mayor, City Council, and Fire Department management team shortly after the final report is delivered.

D. PROJECT SCHEDULE

The proposed project timeline is based on the assumptions that city and department officials, managers, and employees will be reasonably available for interviews and that the Steering Committee will be able to review and comment on the draft reports within ten (10) days of receipt. The proposed four-month project schedule for the project is presented below by task.

<u>Task and Description</u>	<u>Start</u>	<u>Finish</u>	<u>Milestone</u>
<u>Project Management</u>			
1a. Project Kickoff	Week 1	Week 1	Meeting
1b. Research	Week 1	Week 4	
1c. Progress Reports	Week 4, 8	Week 4, 8	Status Reports
1d. Project Administration	Week 1	Week 17+	
<u>Initial Assessment</u>			
2a. Village Interviews	Week 1	Week 2	
2b. District Interviews	Week 1	Week 2	
2c. Strategic Direction	Week 1	Week 2	
<u>Department Reviews</u>			
3a. Organization & Staffing	Week 3	Week 8	
3b. Operations Review	Week 3	Week 8	
3c. Resources Review	Week 3	Week 8	
3d. Technical Partners	Week 7	Week 8	
<u>Analysis and Draft Report</u>			
4a. Analysis	Week 9	Week 12	Draft Report
4b. Findings/Recommendations	Week 9	Week 12	
4c. Draft Report	Week 9	Week 12	
<u>Draft Report Review</u>			
5a. Client Review	Week 13	Week 14	Meeting
5b. Draft Review	Week 15	Week 15	
<u>Final Report and Presentation</u>			
6a. Final Report	Week 16	Week 17	Final Report
6b. Presentation	Week 17+	Week 17+	Presentation

VI. COST PROPOSAL

This chapter of the proposal presents our Cost Proposal and related Administrative Matters

A. COST PROPOSAL

Based on our understanding of the project's objectives, scope, issues list, work plan, and deliverables defined earlier in the proposal, **our total fees and expenses for this project will be \$39,000.**

The budget includes over 240 hours of consulting assistance at an average billing rate of \$130, plus expenses for travel, analysis, report production, and the like.

Our cost proposal is open to negotiation based on our improved understanding of the scope and depth of your needs, and an associated fine-tuning of our project budget.

This quotation is firm for a period of 90 days from the date of this proposal.

The budget is developed based on the following **hourly billing rates** for our professional staff. Any supplemental work by the project team would be billed at these hourly rates.

- **Project Director:** \$145
- **Project Manager/Lead Consultant:** \$135
- **Senior Consultants:** \$125

B. ADMINISTRATIVE MATTERS

Billing Protocol

We propose to submit bills as follows:

- **Kickoff:** 15% (\$5,850) of the total cost at project initiation.
- **Progress:** Several monthly or milestone progress bills based on actual fees and expenses incurred in the billing period for a total of an additional 70% (\$27,300) of the total project cost.
- **Final:** A final bill for the remaining 15% (\$5,850) of the project budget upon delivery of the final report.

Insurance Requirements

Based on contracts with other communities and your RFP, we believe that we meet all **administrative and insurance requirements**. Once selected to conduct the project, we will provide an Insurance Certificate naming the city as an insured party.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
MERCER GROUP FOR A FIRE DEPARTMENT STUDY**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with the Mercer Group for a Fire Department Study, 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



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 14, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 14, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 23, 2015**

AGENDA

1. Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan.

2. Planning:

- 2a. **Jake Newell: Lot Split, Lots 18 & 19, Block 5 Dunn & Davis Addition, Southwest 'B' Street, Zoned DE, Downtown Edge.**

The planning commission voted 5-0 on June 16, 2015 recommending approval.

The applicant has submitted a lot split application for property located along Southwest 'B' Street and within the DE, Downtown Edge zoning district. The applicant is proposing to split one existing lot into two new lots that would be known as Lot 18 (0.10 acres) and Lot 19 (0.10 acres). The plat shows the dedication of right-of-way along Southwest 'B' Street per the master street plan. Water and sewer services are available to both of the proposed lots.

- 2b. **Central investments, LLC-Property Line Adjustment, Lots 3 & 4 Kennametal Subdivision, 1500 & 1602 East Central Avenue, Zoned I-2.**

The planning commission voted 5-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 1500 & 1602 East Central Avenue that resides in the I-2, Heavy Industrial zoning district. The property line adjustment provided by the applicant indicates the creation of two new lots from two existing lots by adjusting the common lot line between the two lots and will be known as Lot 3 (5.46 acres) and Lot 4 (3.52 acres) of Kennametal Subdivision. An access easement and a 20' utility easement are being dedicated with the plat. Water and sewer services are available to both lots.

- 2c. **RC Stoneburrow, LLC: Rezoning, Southwest River Rock Street (Stoneburrow Subdivision Ph. 1) Zoned A-1, Agricultural.**

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from A-1, Agricultural to R-1, Single Family Residential for lots 183-186 of Phase 1 of the Stoneburrow Subdivision. The lots are less than 0.25 acres in size and are too small to serve any agricultural purpose. The proposed structures will be single family dwelling units.

- 2d. **Central Investments, LLC: Rezoning, 1500 East Central Avenue, Zoned I-2, Heavy Industrial.**

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from I-2, Heavy Industrial to C-2, General Commercial to accommodate the development of a proposed office building and the associated parking.

- 2e. **Resolution: Bicycle and Pedestrian Master Plan-2015 Update.**

The planning commission voted 5-0 to forward to City Council.

3. Request acceptance of a donation from Walmart Stores Inc. in the amount of \$25,000.00 for the purchase of trees for the City of Bentonville's 3rd Annual Tree Planting Blitz.
4. A resolution setting a public hearing for a utility easement vacation requested by Kelli L. Dellinger, located in Blueberry Heights Subdivision.
5. A resolution setting a public hearing for an alley and street right of way vacation located in W. A. Burks Addition requested by Bryan Harvey.
6. This is a request that to declare (4) police vehicles as surplus. The four vehicles include a 2010 Ford Crown Vic (unit 2010-90, VIN 2FABP7BVAX127928), a 2008 Ford F-150 with a fiberglass animal box (unit 2010-72, VIN 1FTRF12W08KE22671), a 2008 Dodge Durango (unit 2010-66, VIN 1D4HB38N78F148267), and a 2007 Ford Crown Vic (unit 2010-43, VIN 2FAFP71W37X111452) The 2010 Crown Vic was totaled earlier this year in an

accident and retained for use as a parts vehicle. Numerous parts have been taken from this vehicle to repair other cars, including the engine. It is no longer of use and can be traded to Fast Auto for a 1 hour labor credit and transportation for disposal. The 2008 Ford F150 is being replaced in this year's budget. This vehicle is equipped with a 2002 fiberglass animal box and lights and sirens. It can be transferred to the City of Pea Ridge Police Department with lights, siren, and specialty box attached which would save the costs associated with the removal of these items and also be a responsible disposition of this specialized vehicle. Pea Ridge would use the truck for patrol and animal control needs. The 2008 Dodge Durango and 2007 Ford Crown Vic are also being replaced in this year's budget and are equipped with lights, sirens and other law enforcement specific items. These two vehicles can be transferred to the Arkansas Law Enforcement Training Academy (ALETA) with lights, sirens and other equipment attached, and likewise save costs associated with removing these items. ALETA would utilize these vehicles for the operation of the academy and also driver training which would further benefit our city and police department.

7. This is a request to declare (4) 26 inch Cannondale Caad 2 mountain bike police department bicycles as surplus. The four bikes include the following serial numbers, #266642FMN2GLG, #266692FMNZGXL, #264935BFMN2GMD, #411541DFMN2GLG. These bikes have been in service for more than 13 years and replacement parts are becoming difficult to source. Upon being declared as surplus, these bikes can be traded in to Lewis and Clark Outfitters in Rogers for \$150.00 credit each (\$600.00 total). This \$600.00 credit can be applied toward the purchase of 1 new bicycle for our bike team, covering approximately 1/2 of cost of the new bike.
8. Request the City Council approve the addition of four (4) new full-time custodians to support cleaning and housekeeping activities at the new Bentonville Community Center. Currently, cleaning is being accomplished by Parks Maintenance Workers and Full-Time Temporary workers. The total cost for the next 6 months is \$63,236.00. The current budgeted dollars are \$43,680.00. The budget shortfall is \$19,557.00. The \$43,680.00 will be transferred from Parks and Recreation to Public Works Maintenance and the additional budget adjustment amount will also be added to Public Works Maintenance to fully fund these positions. A budget adjustment in the amount of \$19,557.00 will be required to support this change.
9. Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$254,914.00. Items will be ordered on an 'as needed' basis.
10. Recommend the Mayor and City Council award bid for a 4x4 cab/chassis to MHC Kenworth in the amount of \$95,000.00. This is a 2015 budgeted item.
- 11a. Staff recommends Council waive competitive bidding requirements for replacement of slide gates in the influent channel at the Wastewater Treatment Plant. Staff recommends purchasing gates from Instrument and Supply, Inc. for a total cost of \$27,065.00. The gates need replaced as soon as possible due

to excessive corrosion and failure. This purchase is ahead of the construction contract due to long lead time of 9-12 weeks and essential repair schedule.

- 11b. Budget adjustment in the amount of \$27,065.00 to order slide gates to replace existing gates in the influent channel at Wastewater Treatment Plant. This is not a budgeted item, but is an emergency repair. Money left over in the EPA set-aside will be used to cover costs of this repair. Approximately \$250,000.00 is left in the EPA set-aside. An additional budget adjustment will be required and brought to Council once the construction contract is prepared.
12. Parks and Recreation Staff seeks Council's approval of Change Order #2 and Budget Adjustment, in the amount of \$44,786.00 to Crossland Construction to construct the side path trail on 41st Street, connecting the Community Center to the Bentonville Trails System.
13. Parks and Recreation Staff seeks City Council's approval of a change order to Morrison Shipley, in the amount of \$3,989.00 for site observation for the construction of parking lots at Citizens Park. This increase brings the total contract to \$23,909.00.
14. Parks and Recreation Staff seeks City Council's approval of a bid award to Challenger Teamwear in an amount not to exceed \$43,000.00 for the purchase of uniforms for the 2015 Youth Soccer Season.
15. Approve Resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with TischlerBise for re-evaluation of the City of Bentonville's Impact/Capacity Fee study and prepare the CIP.
16. Approve resolution and budget adjustment authorizing the Mayor and City Clerk to enter into an agreement with the Mercer group.