

1. Agenda

Documents:

[SEPTEMBER 22, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[SEPTEMBER 22, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 22, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 22, 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: September 8, 2015**

AGENDA

1. Recognition by City Council of the Arvest Bank ATM landscaping located at the intersection of SW "A" Street and W. Central Avenue. The landscaping was nominated by a Bentonville resident and won the September Commercial Landscaping of the Month award. Please refer to memo. **(Pages 5-8)**
2. Planning:
 - 2a. **Lots 8 & 9, Block 1 of Hundley's Special Addition, Property Line Adjustment, 514 & 518 Tiger Boulevard, Zoned R-1. Single Family Residential.**

(Pages 11-14)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 514 & 518 Tiger Boulevard. The plat provided by the applicant depicts a common lot line between the two original lots be adjusted which will create two new lots to be known as Lot 8 (1.65 acres) and Lot 9 (0.82 acres), Block 1 of Hundley's Special Addition. Right-of-way and a utility easement is being dedicated along Tiger Boulevard. Water and sewer services are available to this location.

- 2b. **Lots 12 & 13, Block 2 of T.J. Holland's Addition, Property Line Adjustment, Southwest 'B' Street, Zoned R-C3, Central Residential-High Density.**

(Pages 15-18)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located in the 400 block of Southwest 'B' Street. The plat provided by the applicant shows the common lot line of the two existing lots to be adjusted which will create two new lots to be known as Lot 12 (0.14 acres) and Lot 13 (0.14 acres), Block 2 of T.J. Holland's Addition. Right-of-way and a utility easement are being dedicated along Southwest 'B' Street. Water and sewer services are available to this location.

- 2c. **Main, Rezoning Request from A-1, Agricultural to R-1, Single Family Residential, 1707 Southwest 14th Street.**

(Pages 19-22)

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Low Density Residential. The proposed zoning is consistent with the current and proposed use of the property.

- 2d. **Buildup Development, LLC, Rezoning, Southwest Parnell Drive, Rezoning Request from A-1, Agricultural to R-2, Duplex & Patio Home Residential.**

(Pages 23-27)

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential. The R-2 zoning classification will act as a transition between a mix of uses to the south and residential uses to the north. Street infrastructure is adequate for the additional density.

- 2e. **Ronald L. Blackwell, Trust: Lot Split, Lots 7&8 Ron Blackwell Ford Addition, Southeast 28th Street, Southeast 'C' Street & Southeast 'F' Street, Zoned A-1, Agricultural.**

(Pages 28-31)

The planning commission voted 6-0 recommending approval

The applicant has submitted a lot split for property located at the intersection of Southeast 'C' Street, Southeast 'F' Street and Southeast 28th Street. The property is currently zoned A-1, Agricultural. The plat as provided by the applicant shows the creation of two new lots from one existing lot that will be known as Lot 7 (15.80 acres) and Lot 8 (6.45 acres) of Ron Blackwell Ford Addition. Right-of-way is being dedicated along Southeast 28th Street per the master street plan. Water service is available to both lots. Sewer service is

available to Lot 7 but Lot 8 will require a sewer main extension across Southeast 28th street.

3. Public hearing and ordinance vacating a utility easement located in part of Tract 1 Schulz Addition to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 32-35)**
4. Public hearing and ordinance vacating a public access easement located in part of Lot 4 of Ron Blackwell Ford Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 36-39)**
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$12,180.00 for city staff to attend the Designing Cities Conference held by the National Association of City Transportation Officials (NACTO) in Austin, Texas on October 28 - 31, 2015. **(Pages 40-44)**
6. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. **(Pages 45-65)**
- 7a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver in an amount not to exceed \$23,900.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy. **(Pages 66-79)**
- 7b. Budget Adjustment to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. **(Pages 80-81)**
- 8a. Staff recommends Council waive competitive bidding requirements for replacement of an 85 hp pump at McKissic Lift Station. This is a single source item provided by Jack Tyler Engineering. This is a budgeted item; however, the cost exceeds the budgeted amount of \$39,000.00. Total purchase including tax is \$52,003.74. A budget adjustment in the amount of \$13,003.74 is required for this item. **(Pages 82-85)**
- 8b. Council consideration of a budget adjustment in the amount of \$13,003.74 to cover additional costs for replacement of an 85 hp pump at McKissic Lift Station. **(Pages 86-87)**
9. Council approval of a bid award to Action Sealcoat, in the amount of \$36,364.00, to reseal the parking lots at Phillips Park and Wildwood Park, as well as the parking lot areas around Memorial Park Baseball, Softball and Aquatic Center. **(Pages 88-89)**

10. Request that the City Council declare certain items as being surplus, namely twelve (12) Glock Model 22 .40 caliber handguns. These firearms have been in service for approximately 12 and 14 years and include the following weapons and serial numbers (SN): Glock 22 40 cal. SN EEY635, Glock 22 40 cal. SN EEY630, Glock 22 40 cal. SN EEY632, Glock 22 40 cal. SN 1EMC284, Glock 22 40 cal. SN EEY629, Glock 22 40 cal. SN 1EMC293, Glock 22 40 cal. SN 1EMC288, Glock 22 40 cal. SN DSW783US, Glock 22 40 cal. SN EEY628, Glock 22 40 cal. SN 1EMC283, Glock 22 40 cal. SN 1EMC282, and Glock 22 40 cal. 1EMC281. New Generation 4 models with GNS Sights can be sourced from Cruse Uniforms and Equipment of Springdale for \$409.00 each (\$5,726.00 total cost). Upon being declared surplus the (12) above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$3,600.00 total trade in). This action will equip our officers with newer and more reliable handguns. In addition to being a responsible disposition of these retired weapons, this action also represents a considerable cost savings to the city. **(Pages 90-92)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Danielle Shasteen

Department

Community Development

Phone

271-6827

ACTION REQUIRED:

Recognition by City Council of the Arvest Bank ATM landscaping located at the intersection of SW "A" Street and W. Central Avenue. The landscaping was nominated by a Bentonville resident and won the September Commercial Landscaping of the Month award. Please refer to memo.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

Date: September 14, 2015
To: Bentonville City Council
From: Danielle Shasteen, AICP, Senior Planner
RE: Commercial Landscaping of the Month Award

Dear Bentonville City Council,

Included in the 2011 "Big Tidy Up" Campaign, a "Commercial Landscaping of the Month" award was created to recognize Bentonville business owners who have improved and maintained the exterior landscaping of their property. The City's Tree & Landscape Advisory Committee has committed to continue this award within their community outreach activities.

The award recognizes the hard work and pride exhibited by Bentonville business owners because we are proud to have a community that strives to beautify their property and the City of Bentonville.

The award is intended to inspire others to take pride in their business, improve their landscaping, pick up litter and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on four categories: consistent maintenance; tasteful, creative landscaping; lawn accents; good use of seasonal color and overall appearance.

Bentonville business owners can nominate themselves or others for the award. The Arvest Bank ATM located at the intersection of SW "A" Street and W. Central Avenue is the winner for the month of September. The landscaping was nominated by a Bentonville resident.

The ATM pavilion structure was designed to provide the functional uses of parking and an automated teller machine while at the same time creating an attractive and complementary gateway to the Bentonville Square. Red brick and ironwork match existing structural components of the downtown area as well as elements of the stately Methodist Church across the street.

Landscape plants such as Knockout Rose, Boxwood, and Crape Myrtle speak to the historic aspect of our region being on the outskirts of the Old South, while plants such as Stella Lily, Feathergrass, Goldmound Spirea and Atlas Blue Cedar mimic plants typically used in the branding of Arvest Bank prototype branches. Hornbeam trees and October Glory Maples provide shade and seasonal color. Grass berms and Maidengrass provide screening and a sense of separation from the street. The cedars and boxwood are evergreen and provide interest in winter months while roses and lilies produce colorful displays from spring to fall. Low maintenance and drought tolerant plantings were used when possible to reduce watering needs and necessary pruning.

Award winners are honored by the Mayor at a City Council meeting and are presented with a decorative yard sign designating the property as a winner. A photograph of the Mayor and Jeff Mead, VP Property Manager/Security Officer at Arvest Bank and the winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the "Bentonville Focus".

Respectfully,

Danielle

Danielle Shasteen, AICP
Senior Planner



**City Council
Planning Commission
September 22, 2015**

Lots 8 & 9, Block 1 of Hundley's Special Addition, Property Line Adjustment, 514 & 518 Tiger Boulevard, Zoned R-1. Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 514 & 518 Tiger Boulevard. The plat provided by the applicant depicts a common lot line between the two original lots be adjusted which will create two new lots to be known as Lot 8 (1.65 acres) and Lot 9 (0.82 acres), Block 1 of Hundley's Special Addition. Right-of-way and a utility easement is being dedicated along Tiger Boulevard. Water and sewer services are available to this location.

Lots 12 & 13, Block 2 of T.J. Holland's Addition, Property Line Adjustment, Southwest 'B' Street, Zoned R-C3, Central Residential-High Density.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located in the 400 block of Southwest 'B' Street. The plat provided by the applicant shows the common lot line of the two existing lots to be adjusted which will create two new lots to be known as Lot 12 (0.14 acres) and Lot 13 (0.14 acres), Block 2 of T.J. Holland's Addition. Right-of-way and a utility easement are being dedicated along Southwest 'B' Street. Water and sewer services are available to this location.

Main, Rezoning Request from A-1, Agricultural to R-1, Single Family Residential, 1707 Southwest 14th Street.

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future lane Use Map, which depicts this property as Low Density Residential. The proposed zoning is consistent with the current and proposed use of the property.

Buildup Development, LLC, Rezoning, Southwest Parnell Drive, Rezoning Request from A-1, Agricultural to R-2, Duplex & Patio Home Residential.

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential. The R-2 zoning classification will act as a transition between a mix of uses to the south and residential uses to the north. Street infrastructure is adequate for the additional density.

Ronald L. Blackwell, Trust: Lot Split, Lots 7&8 Ron Blackwell Ford Addition, Southeast 28th Street, Southeast 'C' Street & Southeast 'F' Street, Zoned A-1, Agricultural.

The planning commission voted 6-0 recommending approval

The applicant has submitted a lot split for property located at the intersection of Southeast 'C' Street, Southeast 'F' Street and Southeast 28th Street. The property is currently zoned A-1, Agricultural. The plat as provided by the applicant shows the creation of two new lots from one existing lot that will be known as Lot 7 (15.80 acres) and Lot 8 (6.45 acres) of Ron Blackwell Ford Addition. Right-of-way is being dedicated along Southeast 28th Street per the master street plan. Water service is available to both lots. Sewer service is available to Lot 7 but Lot 8 will require a sewer main extension across Southeast 28th street.

Planning Commission Staff Report

Property Line Adjustment: Lots 8 & 9, Block 1, Hundley's Special Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: September 15, 2015

GENERAL INFORMATION:

Project Number: 15-07000017

Applicant: Linda Hundley

Representative: Rob Caster (Caster & Associates)

Requested Action: Property Line Adjustment Approval

Location: 514 & 518 Tiger Boulevard

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Residential Estate

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 514 & 518 Tiger Boulevard. The plat as provided by the applicant shows the common lot line between the two original lots to be adjusted which will create two new lots to be known as Lot 8 (1.65 acres) and Lot 9 (0.82 acres), Block 1 of Hundley's Special Addition. Right-of-way and a utility easement is being dedicated along Tiger Boulevard. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

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

STREETS

Direction	Name	Classification
North	-	-
South	Tiger Boulevard	Arterial
East	-	-
West	-	-

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: N/A.
- (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; both lots are occupied by single family homes.

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

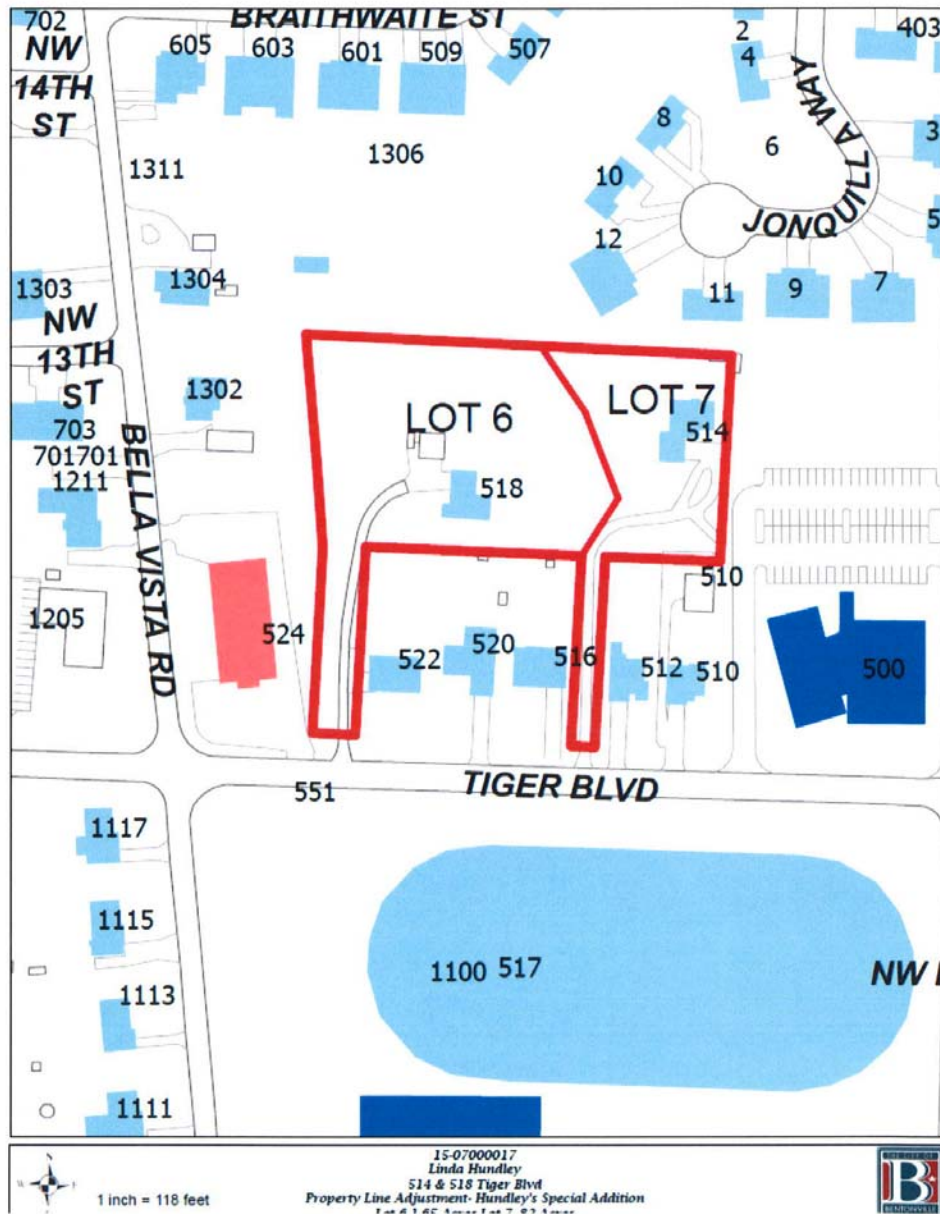
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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 8 & 9, BLOCK 1 OF HUNDLEY'S SPECIAL ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 8 & 9, Block 1 of Hundley's Special Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of August, 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 8 & 9, Block 1 of Hundley's Special Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lots 12 & 13, Block 2 of T.J. Holland's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: September 15, 2015

GENERAL INFORMATION:

Project Number: 15-07000018

Applicant: David & Linda Marrs

Representative: Bike Rack Redevelopment, LLC (Jake Newell & Thomas Ufner)

Requested Action: Property Line Adjustment Approval

Location: Southwest 'B' Street

Existing Zoning: R-C3, Central Residential – High Density

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located in the 400 block of Southwest 'B' Street. The plat as provided by the applicant shows the common lot line of the two existing lots to be adjusted which will create two new lots to be known as Lot 12 (0.14 acres) and Lot 13 (0.14 acres), Block 2 of T.J. Holland's Addition. Right-of-way and a utility easement are being dedicated along Southwest 'B' Street. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Downtown Mixed Use Residential
South	D-E, Downtown Edge	Downtown Mixed Use Residential
East	R-1, Single Family Residential	Mixed Use
West	R-1, Single Family Residential	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: N/A.
- (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 site is vacant in an established mixed use residential neighborhood.

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

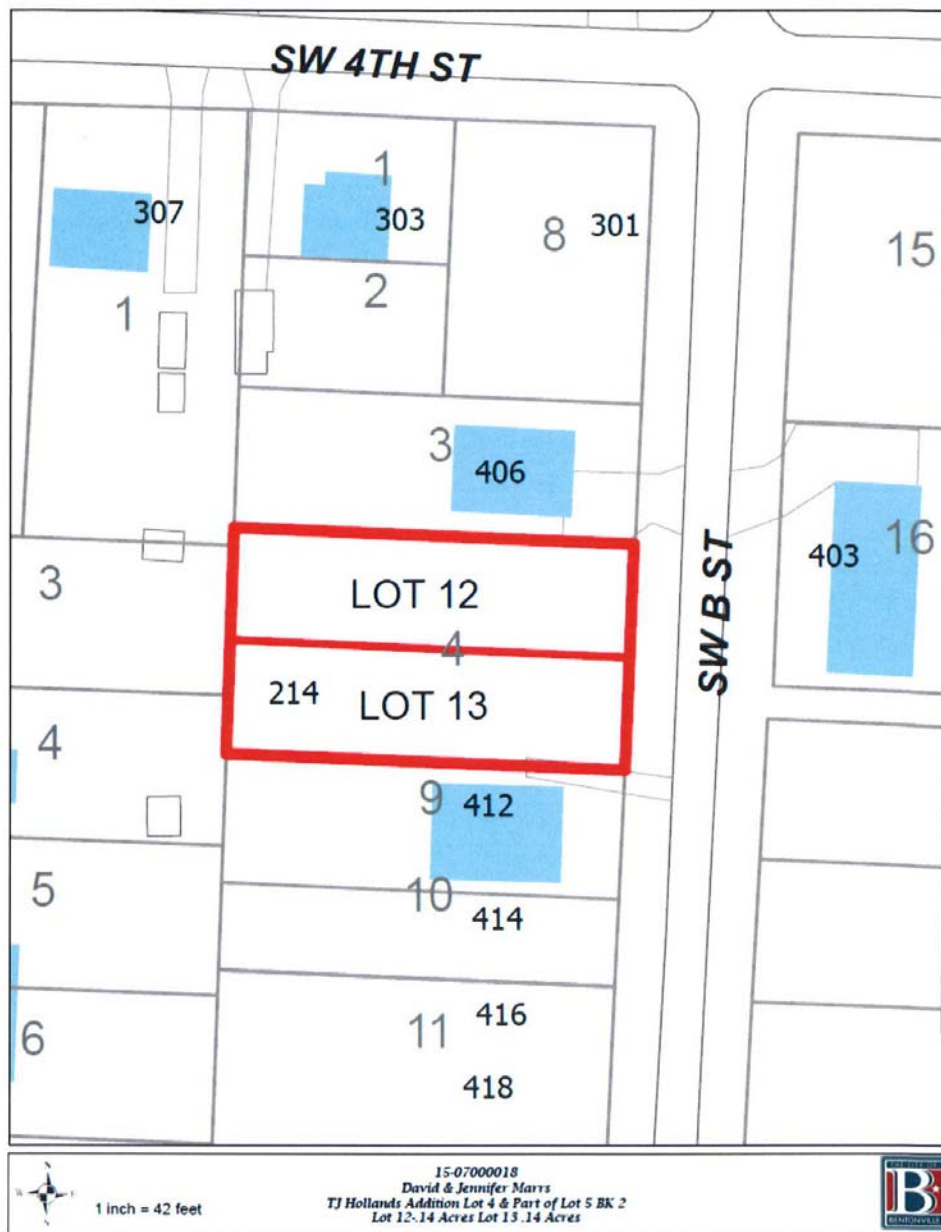
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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 12 & 13,
BLOCK 2 OF T.J. HOLLAND'S ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 12 & 13, Block 2 of T.J. Holland's Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of August, 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 12 & 13, Block 2 of T.J. Holland's Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: September 15, 2015

The City of Bentonville, Arkansas

305 S.W. "A" Street

Bentonville, AR 72212

REZONING: Main (A-1, Agricultural to R-1, Single Family Residential)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: September 15, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000032

Applicant/Current Owner: Warren & Marie Main

Representative: Warren & Marie Main

Requested Action: Rezoning

Location: 1707 Southwest 14th Street

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; this property is currently the site of an occupied single family residence.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	State Highway & Single Family Homes	A-1, Agricultural	Low Density Residential
South	Single Family Residence	R-E, Residential Estate	Low Density Residential
East	Single Family Residence	A-1, Agricultural	Low Density Residential
West	Single Family Residence	R-E, Residential Estate	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest 14 th Street	Arterial	Five lane asphalt with curb & gutter
South	-	-	-
East	-	-	-
West	Lindy Lane	Local	Two lane asphalt (dead end)

LEGAL NOTIFICATIONS

Public Notice: On **August 13, 2015**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **August 14, 2015**. In addition, staff posted a notice of public hearing sign on the property on **August 31, 2015**. This **DOES** meet legal noticing requirements and is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: Policy LU-23 Housing Types within the General Plan states “the City should encourage the development of a mix of housing types to the meet the needs of residents...”. The rezoning request is consistent with good land use planning, the general plan and the future land use map and will meet the intent of the policy while allowing the property owner the ability to constructed a detached garage.

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

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

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

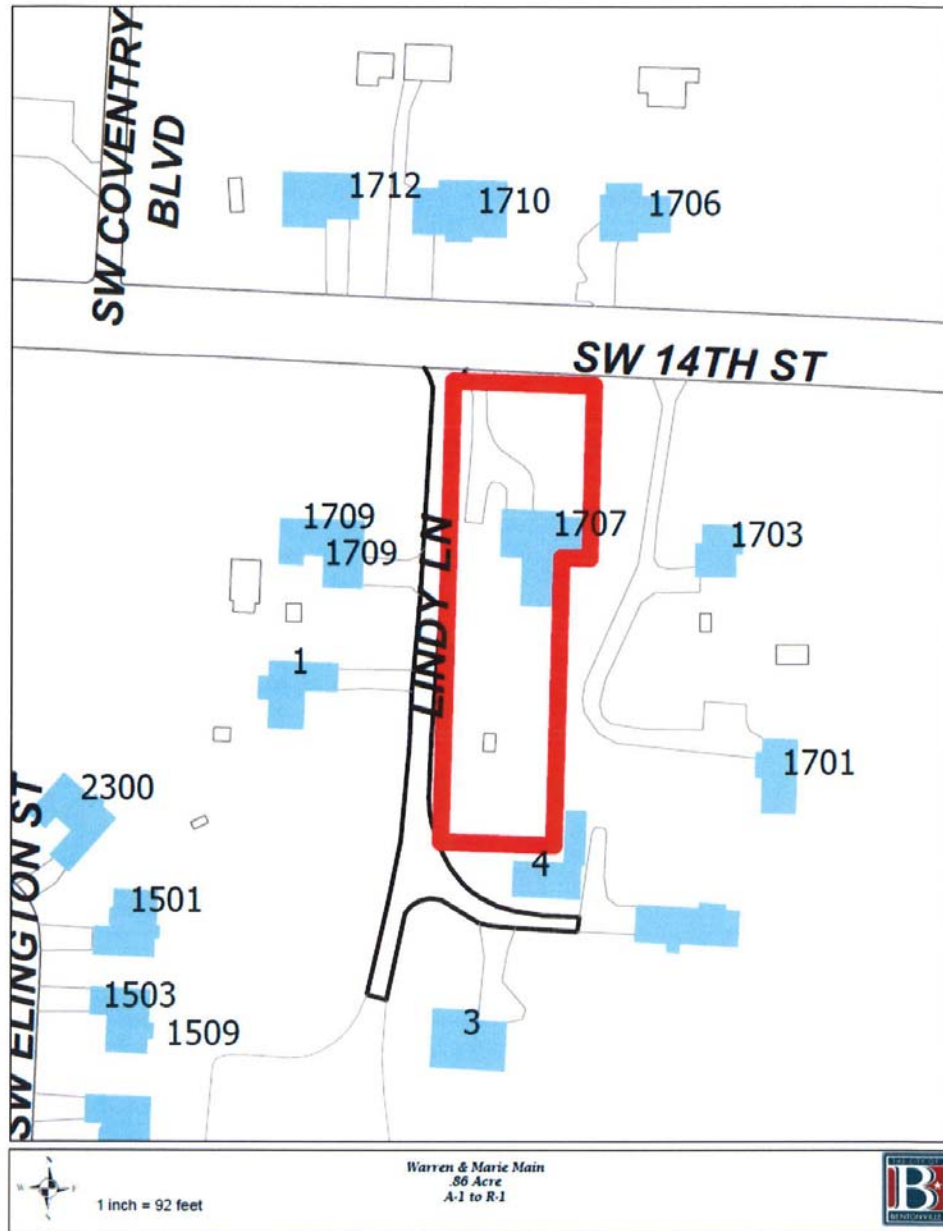
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

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, Warren and Marie Main, 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:

Part of the Fractional NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 North, Range 31 West Benton County, Arkansas described as beginning North 0 degrees, 06 minutes, East 1191.7 feet and South 89 degrees, 24 minutes East 409.9 feet from the Southwest Corner of the said Fractional NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South 0 degrees, 25 minutes West 140 feet; thence North 89 degrees, 24 minutes West 23 feet; thence South 0 degrees, 25 minutes West 232.6 feet; thence North 89 degrees, 24 minutes West 92 feet; thence North 0 degrees, 25 minutes, East 372.6 feet to the South right of way line on Highway #102; thence South 89 degrees, 24 minutes, East along said right of way line 115 feet to the Point of Beginning.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 15th day of September 2015 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-1 property;

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

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

PASSED AND APPROVED this _____ day of _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: September 15, 2015

305 S.W. "A" Street

Bentonville, AR 72212

The City of Bentonville, Arkansas

REZONING: Buildup Development, LLC (A-1, Agricultural to R-2, Duplex & Patio Home Residential)
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: September 15, 2015

GENERAL INFORMATION

H.T.E. Project Number: 15-09000033

Applicant/Current Owner: Buildup Development, LLC

Representative: Earthplan Design Alternatives, PA (Sarah Geurtz)

Requested Action: Rezoning

Location: Southwest Parnell Drive

Existing Zoning: A-1, Agricultural

Proposed Zoning: R-2, Duplex & Patio Home Residential

Future Land Use Map Designation: Medium Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this lot is undeveloped within a duplex and patio home subdivision.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Condominiums	C-2, General Commercial	Medium Density Residential
South	Undeveloped	R-1, Single Family Residential	Mixed Use
East	Undeveloped	R-2, Duplex & Patio Home Residential	Medium Density Residential

West	Single Family Home	C-2, General Commercial	Medium Density Residential
------	--------------------	-------------------------	----------------------------

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest Parnell Drive	Local	Unimproved two lane asphalt
South	-	-	-
East	-	-	-
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **August 12, 2015**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on **August 14, 2105**. In addition, staff posted a notice of public hearing sign on the property on **August 31, 2015**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: It is the intent of the R-2, Duplex and Patio Home Residential zoning designation to permit slightly higher population density than the R-1, Single Family District. The R-2 District will allow the last remaining lot within the established duplex subdivision to be developed and will be consistent with the surrounding homes to the north while providing a variety of housing types in an area of the city where a transition from medium density residential development to mixed use is planned.

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

Finding(s) of Staff: The proposed zoning classification will not adversely impact the traffic volumes in the area.

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

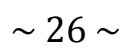
Finding(s) of Staff: The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

ANALYSIS, CONCLUSION, & SUMMARY

The proposed zoning classification would be consistent with surrounding properties to the north, create a transition between the mixed use to the south and will allow more diverse housing options in a developing medium density residential area.

STAFF RECOMMENDATION

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



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-2, DUPEX & PATIO HOME RESIDENTIAL.

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

Lot 2 Rone Subdivision, Benton County, Arkansas as shown on Plat Record 2015 at page 174.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 15th day of September 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-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 R-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
Lot Split: Lots 7 & 8 Ron Blackwell Ford Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP Community Development Director
FROM: Jon Stanley, Planner
PC DATE: September 15, 2015

GENERAL INFORMATION:

Project Number: 15-05000037

Applicant: Ronald L. Blackwell, Trust

Representative: John Wary (Morrison Shipley Engineers)

Requested Action: Lot Split Approval

Location: Southeast 28th Street, Southeast 'C' Street & Southeast 'F' Street

Existing Zoning: A-1, Agricultural

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property that fronts both Southeast 'C' Street & Southeast 'F' Street as well as Southeast 28th Street and resides in an A-1, Agricultural zoning district. The plat as provided by the applicant shows the creation of two new lots from one existing lot that will be known as Lot 7 (15.80 acres) and Lot 8 (6.45 acres) of Ron Blackwell Ford Addition. Right-of-way is being dedicated along Southeast 28th Street per the master street plan. Water service is available to both lots. Sewer service is available to Lot 7 but Lot 8 will require a sewer main extension across Southeast 28th street.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Mixed Use
South	A-1, Agricultural	Commercial
East	I-1, Light Industrial & C-2, General Commercial	Industrial & Commercial
West	A-1, Agricultural	Commercial

STREETS

Direction	Name	Classification
North	-	-
South	Southeast 28 th Street	Arterial
East	Southeast 'F' Street	Collector
West	Southeast 'C' Street	Collector

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 property is currently vacant in a developing industrial and commercial area.

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

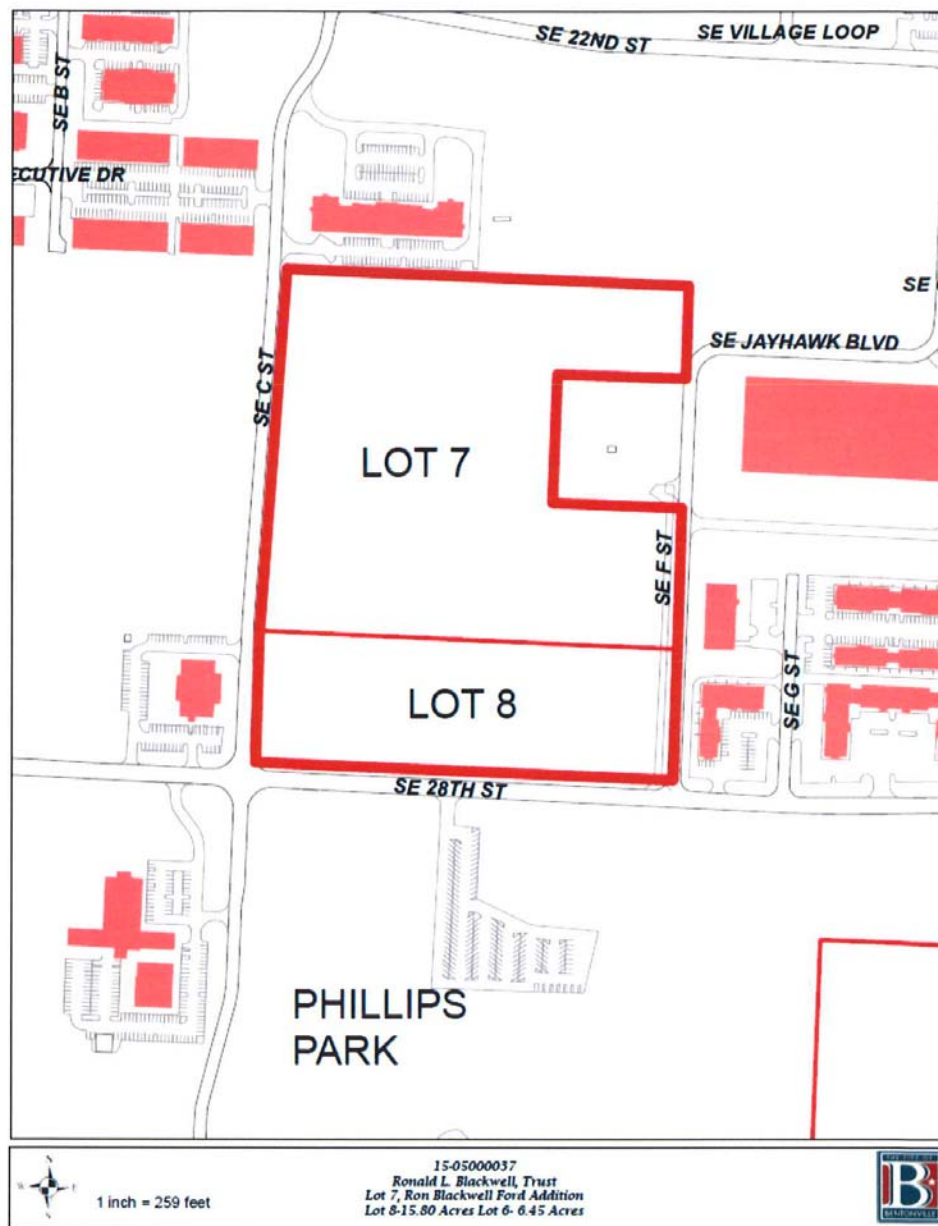
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

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 7 & 8 RON BLACKWELL FORD
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 7 & 8 Ron Blackwell Ford Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 15th day of September, 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 & 8 Ron Blackwell 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement located in part of Tract 1 Schulz Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

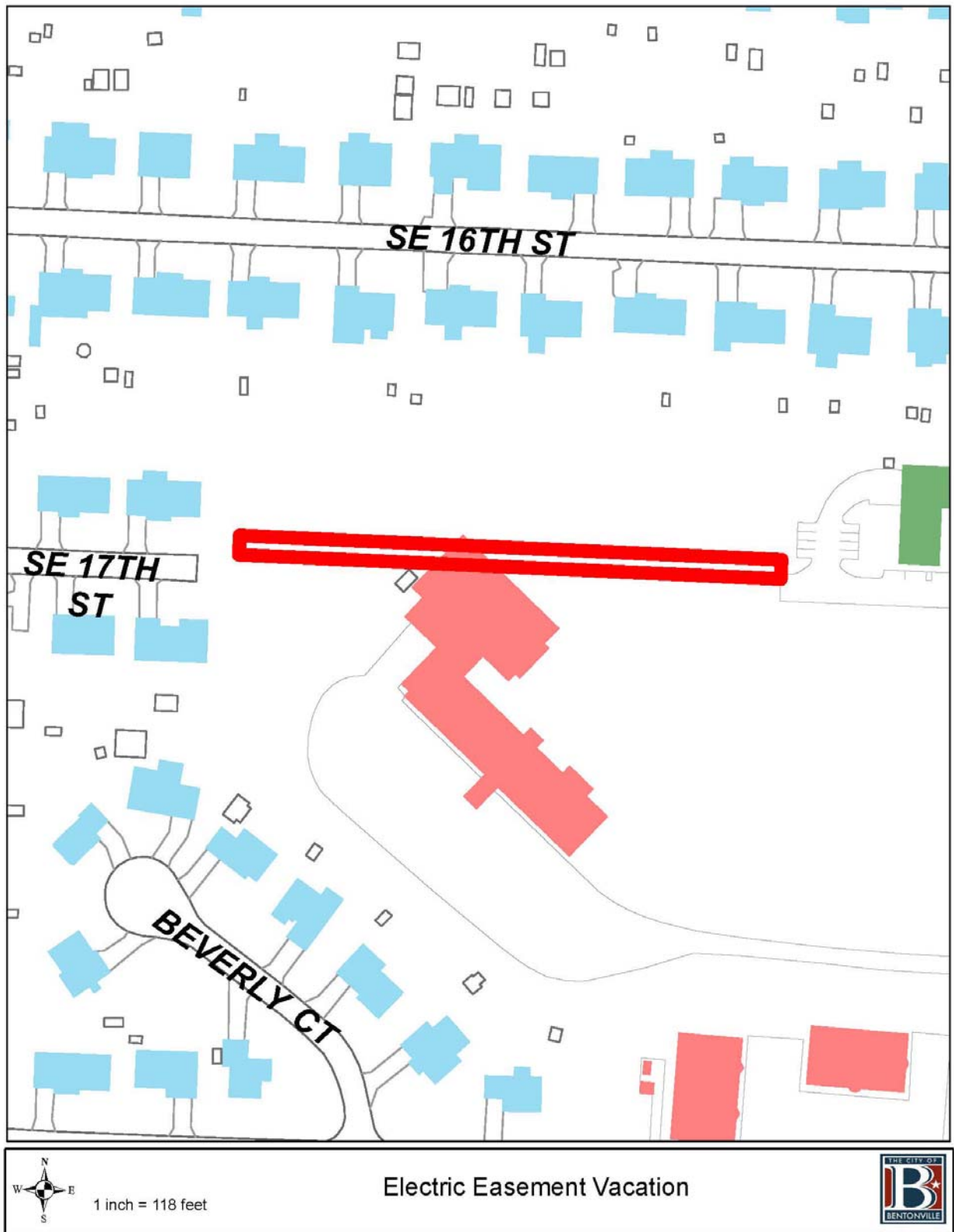
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN PART OF TRACT 1 SHULZ ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Hope Church of Northwest Arkansas, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

LEGAL DESCRIPTION: ELECTRIC LINE EASEMENT VACATION

A PART OF TRACT 1 OF SHULZ ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11, BLOCK 5, SOUTHERN MEADOWS SECOND ADDITION - REVISION - PHASE 4, AS SHOWN IN PLAT BOOK 4, PAGE 189 OF THE BENTON COUNTY RECORDS; THENCE N36°00'10" E A DISTANCE OF 45.24 FEET; THENCE S87°33'14"E A DISTANCE OF 384.95 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF S.E. MOBERLY LANE (60' R/W); THENCE ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE N02°22'06"E A DISTANCE OF 411.00 FEET TO THE SOUTH LINE OF AN EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS. THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID ACCESS - EGRESS AND UTILITY EASEMENT, N87°49'55"W A DISTANCE OF 210.00 FEET; THENCE ALONG THE WEST LINE OF SAID EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, N02°22'06"E A DISTANCE OF 33.37 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF AN EXISTING 20 FEET WIDE ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 14.94 FEET TO THE **POINT OF BEGINNING** OF SAID ELECTRIC LINE EASEMENT VACATION; THENCE ALONG THE SOUTH LINE OF SAID 20 FEET ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 559.55 FEET; THENCE CONTINUING ALONG SAID ELECTRIC LINE EASEMENT THE FOLLOWING CALLS: N02°32'52"E A DISTANCE OF 20.00 FEET; THENCE S87°27'08"E A DISTANCE OF 559.55 FEET; THENCE S02°32'52"W A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID ELECTRIC LINE EASEMENT CONTAINING 0.26 ACRES (11,191 SQUARE FEET) MORE OR LESS.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

LEGAL DESCRIPTION: ELECTRIC LINE EASEMENT VACATION

A PART OF TRACT 1 OF SHULZ ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 11, BLOCK 5, SOUTHERN MEADOWS SECOND ADDITION - REVISION - PHASE 4, AS SHOWN IN PLAT BOOK 4, PAGE 189 OF THE BENTON COUNTY RECORDS; THENCE N36°00'10" E A DISTANCE OF 45.24 FEET; THENCE S87°33'14"E A DISTANCE OF 384.95 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF S.E. MOBERLY LANE (60' R/W); THENCE ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE N02°22'06"E A DISTANCE OF 411.00 FEET TO THE SOUTH LINE OF AN EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, AS SHOWN IN PLAT BOOK "A15", PAGE 85 OF THE BENTON COUNTY RECORDS. THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID ACCESS - EGRESS AND UTILITY EASEMENT, N87°49'55"W A DISTANCE OF 210.00 FEET; THENCE ALONG THE WEST LINE OF SAID EXISTING 50 FEET WIDE ACCESS - EGRESS & UTILITY EASEMENT, N02°22'06"E A DISTANCE OF 33.37 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF AN EXISTING 20 FEET WIDE ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 14.94 FEET TO THE **POINT OF BEGINNING** OF SAID ELECTRIC LINE EASEMENT VACATION; THENCE ALONG THE SOUTH LINE OF SAID 20 FEET ELECTRIC LINE EASEMENT, N87°27'08"W A DISTANCE OF 559.55 FEET; THENCE CONTINUING ALONG SAID ELECTRIC LINE EASEMENT THE FOLLOWING CALLS: N02°32'52"E A DISTANCE OF 20.00 FEET; THENCE S87°27'08"E A DISTANCE OF 559.55 FEET; THENCE S02°32'52"W A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID ELECTRIC LINE EASEMENT CONTAINING 0.26 ACRES (11,191 SQUARE FEET) MORE OR LESS.

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

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

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville, AR

BOB MCCASLIN, Mayor
City of Bentonville, AR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Public hearing and ordinance vacating a public access easement located in part of Lot 4 of Ron Blackwell Ford Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

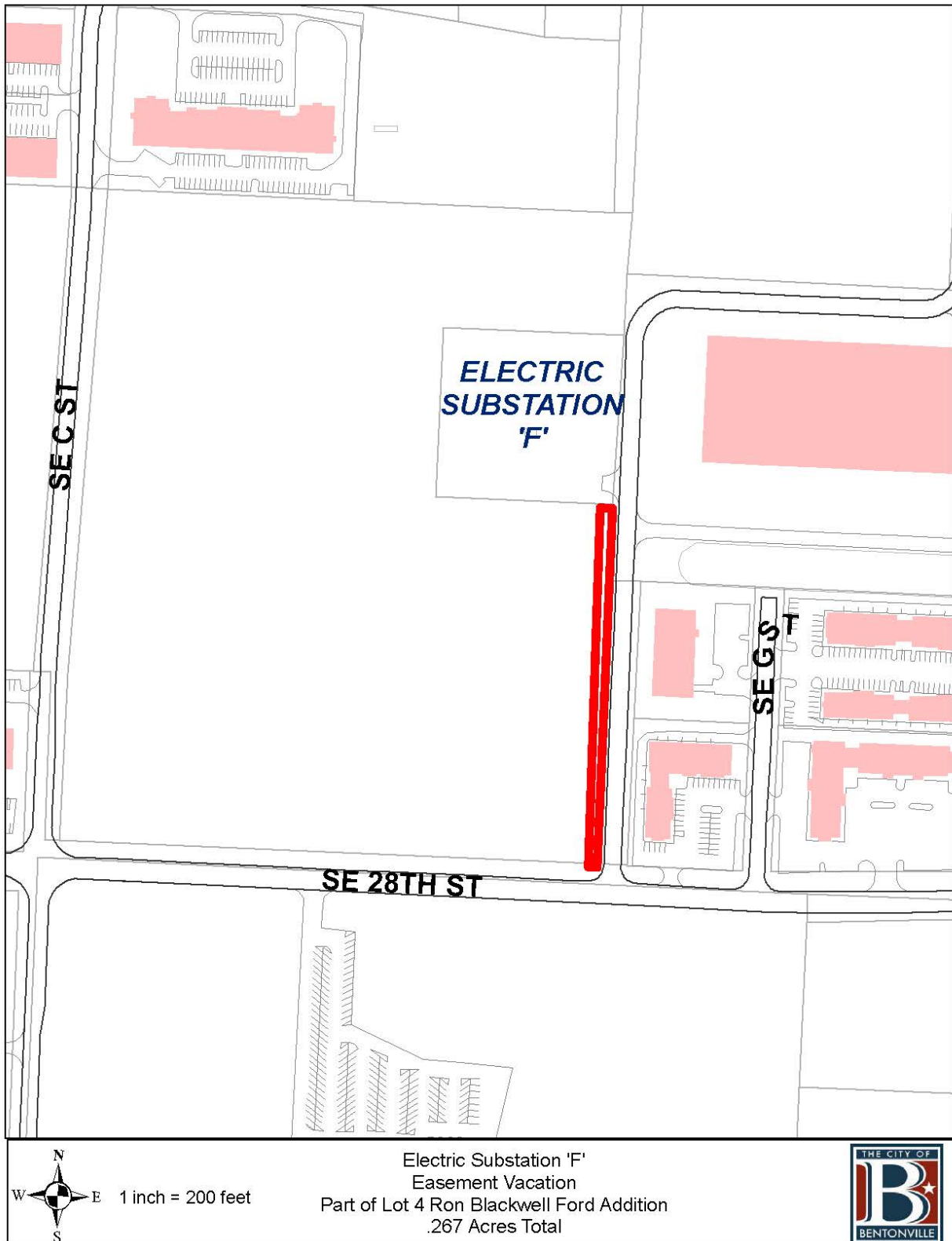
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A PUBLIC ACCESS EASEMENT LOCATED IN PART OF LOT 4 OF RON BLACKWELL FORD ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Ron Blackwell, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a public access easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows: (The Public Access Easement legal description contains an existing utility easement which will remain after vacating the public access easement)

Part of Lot 4 of Ron Blackwell Ford Addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Book 2005 Page 254, being more particularly described as follows:

Commencing at an existing rebar at the SE corner of said Lot 4; thence along the north right of way line of SE 28th Street N87°36'13"W a distance of 24.05 feet to the point of beginning; thence continuing along said north line N87°36'13"W a distance of 15.95 feet; thence leaving said north line N01°57'10"E a distance of 623.04 feet; thence S87°36'19"E a distance of 21.33 feet; thence S02°26'51"W a distance of 623.02 feet to the point of beginning, containing 0.27 acres more or less.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a public access easement designated as follows: (The Public Access Easement legal description contains an existing utility easement which will remain after vacating the public access easement)

Part of Lot 4 of Ron Blackwell Ford Addition to the City of Bentonville, Benton County, Arkansas, as shown in Plat Book 2005 Page 254, being more particularly described as follows:

Commencing at an existing rebar at the SE corner of said Lot 4; thence along the north right of way line of SE 28th Street N87°36'13"W a distance of 24.05 feet to the point of beginning; thence continuing along said north line N87°36'13"W a distance of 15.95 feet; thence leaving said north line N01°57'10"E a distance of 623.04 feet; thence S87°36'19"E a distance of 21.33 feet; thence S02°26'51"W a distance of 623.02 feet to the point of beginning, containing 0.27 acres more or less.

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

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

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$12,180 for city staff to attend the Designing Cities Conference held by the National Association of City Transportation Officials (NACTO) in Austin, Texas on October 28 - 31, 2015.

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		12,180
Remaining After Adjustment	\$	12,180

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: September 10, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-1610-370.10-00	Contributions/Donations/General	\$12,180.00		\$ 12,180.00
010-1610-461.58-10	Travel and Training		\$12,180.00	\$ (12,180.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 12,180.00	\$ 12,180.00	\$ -

Justification:

This budget adjustment request is to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$12,180 for city staff to attend the Designing Cities Conference held by the National Association of City Transportation Officials (NACTO) in Austin, Texas on October 28 - 31, 2015.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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





MEMO

TO: City Council
FROM: Troy Galloway, AICP, Community & Economic Development Director
DATE: September 9, 2015
RE: *Accept Grant from Walton Family Foundation*

REQUEST

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$12,180 for city staff to attend the Designing Cities Conference held by the National Association of City Transportation Officials (NACTO) in Austin, Texas on October 28 - 31, 2015.

In a letter dated September 3, 2015, the Mayor and Troy Galloway were notified that the Walton Family Foundation approved a grant in the amount of \$12,180 (award letter is attached). The purpose of the grant is to pay for registration, travel, lodging and meals for up to five city staff members to attend the Designing Cities Conference held by the National Association of City Transportation Officials. The conference is in Austin, TX from October 28 through 31, 2015.

Conference Details

On October 28-31, 2015, NACTO will hold the fourth annual Designing Cities conference in Austin, Texas. The Designing Cities conference convenes transportation leaders and practitioners from across the country to discuss key trends in urban street design and transportation policy. Local leaders working on the ground to revitalize city streets exchange best practices with major city transportation stakeholders and private sector entrepreneurs committed to a common vision for healthier, more sustainable, economically vibrant cities of tomorrow.

The
WALTON FAMILY
FOUNDATION

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

September 3, 2015

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

RE: Grant #2015-1182

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$12,180.00 to City of Bentonville ("Grantee"). This grant is at the recommendation Tom and Stuart Walton and is subject to the terms attached.

The grant funds are for City staff to attend the National Association of City Transportation Officials (NACTO) conference in Austin Texas. A check is enclosed for the full amount of the grant.

Reporting: Please submit a report with receipts for all expenses and return unused funds. Expenses must not exceed \$157.50 per person per night for hotel and \$88.75 per person for meals and incidentals and full cost of airfare. We expect a presentation of the learnings from the conference by Troy Galloway or his team to the city council by January 31, 2016. Please submit a report by January 31, 2016 with a summary of outcomes experienced and future goals created as a result of participation in the conference and reference. Please include Grant #2015-1182 on all reports submitted.

Again, we are pleased to be able to assist your organization. We wish you all the best in your efforts, and we look forward to hearing about the results of your work.

For all communications regarding this grant, your point of contact at the Foundation will be Jared Faciszewski, Program Officer. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 464-2667, Fax number (479) 464-1580, and Email jaredf@wffmail.com.

Sincerely,


Buddy D. Philpot
Executive Director

Enclosure

Cc: Troy Galloway

P. 479 464 1580 | T. 479 464 1580 | www.waltonfamilyfoundation.org

WALTON FAMILY FOUNDATION

GIFT TERMS

By accepting a gift from the Walton Family Foundation ("Foundation"), your organization ("Recipient") acknowledges and agrees to the following terms regarding the gift:

1. **Recipient's Organizational Status.** Recipient represents to the Foundation that Recipient is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.
2. **Accounting.** The Foundation encourages, whenever feasible, the deposit of gift funds in an interest-bearing account. For purposes of these gift terms, "gift funds" include the gift and any income earned thereon. Recipient will account for and maintain records of receipts and expenditures of the gift funds in accordance with generally accepted accounting principles.
3. **Restrictions on Gift Use.** Recipient will use the gift funds only for the purposes of the gift, and will comply with all applicable laws and regulations in administering and expending the gift funds. In no event will Recipient use any gift funds:
 - (a) to lobby for or against, or otherwise to attempt to influence, government legislation;
 - (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (c) to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **Gratuities.** The Foundation desires that all of Recipient's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Recipient agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this gift including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
5. **Gift Publicity.** Gift publicity related to this gift consistent with Recipient's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Recipient's work and the project or issue funded by the gift. Recognition of the Foundation's role in funding the project is permitted. Publicizing the gift and the Foundation in Recipient's publications and communications in a manner consistent with similar gifts obtained by Recipient is permitted.
6. **Additional Information.** The Foundation may request Recipient to provide such information as is necessary or appropriate for the Foundation to determine that the gift funds are being used for the purposes intended. Recipient agrees to provide such information upon request.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.

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, Mayor McCaslin

From: Mike Bender

CC:

Date: September 18, 2015

Re: Arkansas State Highway Commission Preliminary Engineering Agreement for
AHTD Project CA0902 I-49 Improvements Hwy 62/102 – Hwy 72

This memo addresses two Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. CA0902 I-49 Improvements between Hwy 62/102 and Hwy 72.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver not to exceed \$23,900.00 for preliminary engineering services associated with AHTD's project described above.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD will be acquiring additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water and sewer located within the proposed additional rights-of-way and need to relocate said utilities outside of the proposed right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. At this time, we do not know the extent of the work and/or the reimbursement factor that will be applied. The preliminary engineering, which is also reimbursable per AHTD's Utility Accommodation Policy, will determine the extent of the work and the associated reimbursement factor. The reimbursement factor will be applied to all engineering, easement acquisition, and construction work and associated permits required to perform the necessary utility relocation work. Amendments to the agreement or new agreements with AHTD, Garver and construction contracts will be brought to Council as they are prepared.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone: (501) 569-2000
Voice/TTY: 711



P.O. Box 2261
Little Rock, AR 72203-2261
Telefax: (501) 569-2400
www.ArkansasHighways.com

September 8, 2015

Mr. Mike Bender
City of Bentonville
117 West Central
Bentonville AR 72712

RE: Job CA0902 (Utilities)
Hwy. 62/102 – Hwy. 72
Route 49 Section 29
Benton County

Dear Mr. Bender:

Enclosed are the original and one copy of the Department's standard Preliminary Engineering Agreement covering the eligible reimbursable work to be performed by Garver, LLC. Reimbursement will be on the basis of an actual cost payment.

Please return the original signed and witnessed. The extra copy is for your file. At this time please return two (2) copies of the executed contract between you and your consultant.

Your consultant should not begin work until you receive authorization from this office.

Please call me if you have any questions.

Sincerely,

Arkansas State Highway and Transportation Department
Connecting Arkansas Program

David Yandell, PS
Utility Coordinator
501-537-3272
dwyandell@garverusa.com

GARVER – CAP Manager
4701 Northshore Drive
North Little Rock, AR 72118

Attachments: Preliminary Engineering Agreement (2 copies)

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. CA0902 (Utilities) FAP No. 9991
Job Location Hwy. 62/102 - Hwy. 72 Utility Owner City of Bentonville
Widening & Intchng. Impvts. (S) Water Utilities Department
Route 49 Section 19 Consultant Garver LLC.
County Benton

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and **City of Bentonville Water Utilities Department** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1). The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2). The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **Garver, LLC**, to perform the following services.

(a) Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.

(b) Furnish four (4) copies of plans, specifications, etc. for Department review and approval.

(c) If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.

(d) Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant for preliminary engineering phase only, subject to the Department's approval, and has furnished a copy

which is attached and made part of this agreement. The estimated costs are not to exceed **\$23,900.00**.

(4a) The cost of preliminary engineering services shall be eligible for **actual cost** reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work **ten (10) calendar** days after receiving written authorization from Owner and complete **45 calendar** days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

**City of Bentonville Water Utilities
Department**

**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT**

Name (Typed or Printed)

(For) Director of Highways &
Transportation

Title

CAP – DPM - Engineering

Signature

CAP - Utility Coordinator

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature



June 23, 2015

Mr. David Yandell, PS
Utility Coordinator
GARVER – CAP Manager
4701 Northshore Drive
North Little Rock, Arkansas 72118

RE: Adjustment Proposal
AHTD project CA0902 – Route I-49: Hwy 62/102 – Hwy 72 Widening

Dear Mr. Yandell:

The City of Bentonville Water Utilities Department has reviewed the Arkansas State Highway and Transportation Department's (AHTD) proposed widening of Route I-49 including improvements to Highway 102 and Highway 72 and has found that its existing facilities will need to be relocated to accommodate AHTD's proposed improvements. City water and sewer facilities are currently located outside the AHTD right-of-way and, as such, the City will request reimbursement for the relocation work. The City is not adequately staffed to carry out the necessary engineering services, and the City requests authorization to use GARVER, LLC for said services. Please see attached draft proposal from GARVER, LLC. I propose the City start with the Conceptual Design at a cost of \$23,900.00 as laid out in the draft agreement attached. Since there seem to be moving parts with this project and several unknowns at this point, the City will not proceed with any other portion of the draft agreement until more firm answers are gained through the conceptual design phase. I anticipate the final design and other services and associated costs will change substantially from what is currently proposed in the attached draft agreement. Please proceed preparing an agreement between the City and AHTD for the Conceptual Design portion only at this time. An amendment will have to be executed once we know more detail for the final design.

Please contact me at 479-271-6873 or mbender@bentonvillear.com if you have any questions or need additional information.

Respectfully,

Mike Bender, PE
Public Works Director

cc: Mr. Chris Buntin, PE, GARVER, LLC
Mr. Preston Newbill, Water Utilities Manager, City of Bentonville
File

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •



**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE
Bentonville, Arkansas
Project No. 15048180**

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

The Owner intends relocate water and sewer facilities as required to accommodate AHTD Job CA902 (Hwy. 62/102 – Hwy 72 Widening and Interchange) in Benton County, Arkansas.

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

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

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

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

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



The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be and shall not exceed \$23,900. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2016.

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

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by AHTD for mileage.

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

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2016.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, excluding easement document preparation and abstract work, shall be borne by the Owner outside of this contract.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.



5. Paying all plan review and advertising costs in connection with the project, except as noted otherwise in Section 2, Scope of Services.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project, except as noted otherwise in Section 2, Scope of Services.
8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
9. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

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



5.2 Opinions of Cost

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

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

5.3 Underground Utilities

In the event this agreement is amended to add additional utility marking and surveying services, GARVER will subcontract with a company specializing in locating underground utilities and will pass the direct cost plus 10 percent from the locating company to the Owner. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

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

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

5.5 Records

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



5.6 Indemnity Provision

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

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

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

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

5.7 Design without Construction Phase Services

In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

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

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract,



tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

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

5.9 Mediation

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

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and

Agreement for Professional Services
AHTD Job CA0902 Water and Sewer
Relocations

6 of 8

Garver Project No. 15048180



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

SECTION 8 – APPENDICES AND EXHIBITS

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

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Garver Hourly Rate Schedule

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



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zotti
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes conceptual design to relocate water and sewer facilities as required to accommodate AHTD Job CA902 (Hwy. 62/102 – Hwy 72 Widening and Interchange) in Benton County, Arkansas. The anticipated relocations will consist primarily of minor gravity sewer adjustments, relocating the existing water line along the south side of Highway 102 (West of I49), and relocating water and sewer facilities along Highway 72 (East of I49). Relocations beyond 4,000 linear feet is Extra Work.

2.2 Conceptual Design

During the Conceptual Design phase, Garver will accomplish the following.

1. Review 60 percent roadway drawings.
2. Review water and sewer record drawings.
3. Meet with City of Bentonville staff and perform field investigations to verify existing water and sanitary sewer facility types and locations.
4. Prepare conceptual water and sanitary sewer relocation drawings based upon 60 percent roadway drawings, field investigations, and City of Bentonville GIS data. The relocations will be as required to accommodate roadway improvements. The drawings will exclude construction details. The Conceptual Design will represent approximately 30 percent of final construction contract plans and exclude any specifications.
5. Identify additional design and property survey requirements.
6. Prepare an opinion of probable construction cost including cost sharing.
7. Conduct a workshop with the City of Bentonville to review and discuss the Conceptual Design.

2.3 Project Deliverables

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

1. Three full size copies of the Conceptual Design plans and opinion of probable construction cost with cost sharing to the City of Bentonville.
2. Electronic plans to affected utilities.
3. Electronic copies of all correspondence to the City of Bentonville.
4. Electronic files as requested by the City of Bentonville and AHTD.

2.4 Extra Work

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

1. Any previous task(s) identified above as Extra Work.
2. Redesign for the City of Bentonville's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Improvements to water and sewer facilities at locations beyond what is required to accommodate AHTD improvements.
4. Submittals or deliverables in addition to those listed herein.
5. Design services, beyond 30 percent level water and sewer relocations.
6. Geotechnical, surveying, property acquisition, bidding and construction services.
7. Design of any utilities relocation other than water and sewer.
8. Design of water and sewer relocations for all other AHTD jobs, including I-49/HWY 62/102 Interchange and 8th Street Widening (Job 090376).

9. Design of Rogers Water Utilities water and sewer relocations.
10. Retaining walls or other significant structural design beyond that required for water and sanitary sewer relocations.
11. Construction materials testing.
12. Environmental Handling, including NEPA documentation and other environmental clearances including initial coordination letters from SHPO, USACE, and USFWS.
13. ADEQ coordination and fee(s) for STAA for stream crossing(s) during construction.
14. Wetland mitigation plans, cultural resource surveys, threatened, endangered, and candidate species surveys, and any other work related to environmentally or historically (culturally) significant items.
15. Preparation of AHTD Utility Permits.
16. ADH coordination and approval and permit fee.
17. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
18. Services after construction, such as warranty follow-up, operations support, etc.

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

2.5 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Conceptual Design	45 days from start date



APPENDIX B

AHTD Job CA0902 Water and Sewer Relocations
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 99.00
E-2.....	\$ 112.00
E-3.....	\$ 139.00
E-4.....	\$ 161.00
E-5.....	\$ 196.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
Planners / Environmental Specialist	
P-1.....	\$ 119.00
P-2.....	\$ 148.00
P-3.....	\$ 189.00
Designers	
D-1.....	\$ 91.00
D-2.....	\$ 107.00
D-3.....	\$ 128.00
D-4.....	\$ 148.00
Technicians	
T-1.....	\$ 71.00
T-2.....	\$ 91.00
T-3.....	\$ 110.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 89.00
S-4.....	\$ 112.00
S-5.....	\$ 148.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 202.00
3-Man Crew (GPS Survey).....	\$ 245.00
Construction Observation	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 137.00
C-4.....	\$ 167.00
Management/Administration	
M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 146.00

Agreement for Professional Services
AHTD Job CA0902 Water and Sewer Relocations

Garver Project No. 15048180

APPENDIX B

City of Bentonville
AHTD Job CA0902 Water and Sewer Relocations

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-1	T-2	X-2
hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Project Setup, Kickoff, and Quality Control Plan	4						
Business Drawing Setup	4			16			
Review Record Drawings	2		8				
Field Investigation	6			16			
Owner/AHTD Utility Coordination	12						
Drawings							
Cover					1		
General Notes and Survey Control					2		
Design of Water and Sewer Plan and Profiles (10 sheets)	6			30	30		
Construction Quantities and Cost Sharing	2			8			
Project Management	0						
Owner Workshop	8			8			
Owner and AHTD Comments	4			8	8		
Utility Construction	8						
Subtotal - Civil Engineering	68	0	8	66	41	0	0
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0
Hours	68	0	8	66	41	0	0
Salary Costs	\$10,948.00	\$0.00	\$896.00	\$8,514.00	\$2,911.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:							
DIRECT NON-LABOR EXPENSES:							
Document Printing/Reproduction/Assembly							
Postage/Freight/Counter							
Office Supplies/Equipment							
Communications							
Survey Supplies							
Aerial Photography							
GPS Equipment							
Computer Modeling/Software Use							
Traffic Counting Equipment							
Locator/Tracer/Thermal Imager Equipment							
Travel Costs (\$80.42/mile)							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:							
SUBTOTAL:							
SUBCONSULTANTS FEE:							
TOTAL FEE:							

No arbitrary percentages or amounts have been included in this cost estimate.



Hwy. 62/102 - Hwy. 72 Widening and Interchange Improvements
Water and Sewer Relocations
 Preliminary Construction Cost (predesign)
 Garver Project 15048180
 AHTD Job CA0902

Item	Description	Unit	Quantity	Unit Price	Amount
1	Erosion Control	LS	1	\$1,500.00	\$1,500.00
2	Traffic Control	LS	1	\$5,000.00	\$5,000.00
3	Mobilization (Not to Exceed 5%)	LS	1	\$15,000.00	\$15,000.00
4	Trench Excavation Safety	LS	1	\$2,500.00	\$2,500.00
5	Construction Staking	LS	1	\$5,000.00	\$5,000.00
6	Site Work	LS	1	\$20,000.00	\$20,000.00
7	12" Water Line and Facilities	LF	1,500	\$100.00	\$150,000.00
8	8" Water Line and Facilities	LF	1,000	\$65.00	\$65,000.00
9	Sewer Line and Facilities (smaller than 12")	LF	1,000	\$75.00	\$75,000.00
10	Abandon and Flowable Fill Existing Water and Sewer Facilities	LS	1	\$15,000.00	\$15,000.00
11	Undercut and Granular Backfill	CY	100	\$35.00	\$3,500.00
12	Rock Excavation	CY	250	\$150.00	\$37,500.00
13	Acceptance Testing	LS	1	\$5,000.00	\$5,000.00
				Subtotal	\$400,000
				25% Contingency	\$100,000
				Total Opinion of Probable Construction Cost	\$500,000

Const. Cost Basis

7/20/2015

1 of 1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A UTILITY AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR PRELIMINARY ENGINEERING SERVICES ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. CA0902 – INTERSTATE 49 IMPROVEMENTS BETWEEN HWY 62/102 AND HWY 72

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a utility agreement with the Arkansas State Highway Commission for preliminary engineering associated with the Arkansas State Highway Commission's Project No. CA0902 – Interstate 49 Improvements between Hwy 62/102 and Hwy 72 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver in an amount not to exceed \$23,900.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.

COST TO CITY:

Cost of this Request:	\$23,900
Additional Budget Amount	\$23,900

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		23,900
Remaining After Adjustment	\$	23,900

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *MB*

CC:

Date: September 11, 2015

Re: Arkansas State Highway Commission Preliminary Engineering Agreement for
AHTD Project CA0902 I-49 Improvements Hwy 62/102 – Hwy 72

This memo addresses two Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. CA0902 I-49 Improvements between Hwy 62/102 and Hwy 72.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver not to exceed \$23,900.00 for preliminary engineering services associated with AHTD's project described above.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD will be acquiring additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water and sewer located within the proposed additional rights-of-way and need to relocate said utilities outside of the proposed right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. At this time, we do not know the extent of the work and/or the reimbursement factor that will be applied. The preliminary engineering, which is also reimbursable per AHTD's Utility Accommodation Policy, will determine the extent of the work and the associated reimbursement factor. The reimbursement factor will be applied to all engineering, easement acquisition, and construction work and associated permits required to perform the necessary utility relocation work. Amendments to the agreement or new agreements with AHTD, Garver and construction contracts will be brought to Council as they are prepared.

Thank you for your consideration of this request.



**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE
Bentonville, Arkansas
Project No. 15048180**

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

The Owner intends relocate water and sewer facilities as required to accommodate AHTD Job CA902 (Hwy. 62/102 – Hwy 72 Widening and Interchange) in Benton County, Arkansas.

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

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

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

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

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



The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be and shall not exceed \$23,900. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2016.

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

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by AHTD for mileage.

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

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2016.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, excluding easement document preparation and abstract work, shall be borne by the Owner outside of this contract.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.



5. Paying all plan review and advertising costs in connection with the project, except as noted otherwise in Section 2, Scope of Services.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project, except as noted otherwise in Section 2, Scope of Services.
8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
9. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

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



5.2 Opinions of Cost

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

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

5.3 Underground Utilities

In the event this agreement is amended to add additional utility marking and surveying services, GARVER will subcontract with a company specializing in locating underground utilities and will pass the direct cost plus 10 percent from the locating company to the Owner. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

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

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

5.5 Records

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



5.6 Indemnity Provision

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

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

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

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

5.7 Design without Construction Phase Services

In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

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

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract,

Agreement for Professional Services
AHTD Job CA0902 Water and Sewer
Relocations

5 of 8

Garver Project No. 15048180



tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

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

5.9 Mediation

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

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and

Agreement for Professional Services
AHTD Job CA0902 Water and Sewer
Relocations

6 of 8

Garver Project No. 15048180



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

SECTION 8 – APPENDICES AND EXHIBITS

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

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Garver Hourly Rate Schedule

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



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zotti
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes conceptual design to relocate water and sewer facilities as required to accommodate AHTD Job CA902 (Hwy. 62/102 – Hwy 72 Widening and Interchange) in Benton County, Arkansas. The anticipated relocations will consist primarily of minor gravity sewer adjustments, relocating the existing water line along the south side of Highway 102 (West of I49), and relocating water and sewer facilities along Highway 72 (East of I49). Relocations beyond 4,000 linear feet is Extra Work.

2.2 Conceptual Design

During the Conceptual Design phase, Garver will accomplish the following.

1. Review 60 percent roadway drawings.
2. Review water and sewer record drawings.
3. Meet with City of Bentonville staff and perform field investigations to verify existing water and sanitary sewer facility types and locations.
4. Prepare conceptual water and sanitary sewer relocation drawings based upon 60 percent roadway drawings, field investigations, and City of Bentonville GIS data. The relocations will be as required to accommodate roadway improvements. The drawings will exclude construction details. The Conceptual Design will represent approximately 30 percent of final construction contract plans and exclude any specifications.
5. Identify additional design and property survey requirements.
6. Prepare an opinion of probable construction cost including cost sharing.
7. Conduct a workshop with the City of Bentonville to review and discuss the Conceptual Design.

2.3 Project Deliverables

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

1. Three full size copies of the Conceptual Design plans and opinion of probable construction cost with cost sharing to the City of Bentonville.
2. Electronic plans to affected utilities.
3. Electronic copies of all correspondence to the City of Bentonville.
4. Electronic files as requested by the City of Bentonville and AHTD.

2.4 Extra Work

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

1. Any previous task(s) identified above as Extra Work.
2. Redesign for the City of Bentonville's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Improvements to water and sewer facilities at locations beyond what is required to accommodate AHTD improvements.
4. Submittals or deliverables in addition to those listed herein.
5. Design services, beyond 30 percent level water and sewer relocations.
6. Geotechnical, surveying, property acquisition, bidding and construction services.
7. Design of any utilities relocation other than water and sewer.
8. Design of water and sewer relocations for all other AHTD jobs, including I-49/HWY 62/102 Interchange and 8th Street Widening (Job 090376).

9. Design of Rogers Water Utilities water and sewer relocations.
10. Retaining walls or other significant structural design beyond that required for water and sanitary sewer relocations.
11. Construction materials testing.
12. Environmental Handling, including NEPA documentation and other environmental clearances including initial coordination letters from SHPO, USACE, and USFWS.
13. ADEQ coordination and fee(s) for STAA for stream crossing(s) during construction.
14. Wetland mitigation plans, cultural resource surveys, threatened, endangered, and candidate species surveys, and any other work related to environmentally or historically (culturally) significant items.
15. Preparation of AHTD Utility Permits.
16. ADH coordination and approval and permit fee.
17. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
18. Services after construction, such as warranty follow-up, operations support, etc.

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

2.5 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Conceptual Design	45 days from start date



APPENDIX B

AHTD Job CA0902 Water and Sewer Relocations
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 99.00
E-2.....	\$ 112.00
E-3.....	\$ 139.00
E-4.....	\$ 161.00
E-5.....	\$ 196.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
Planners / Environmental Specialist	
P-1.....	\$ 119.00
P-2.....	\$ 148.00
P-3.....	\$ 189.00
Designers	
D-1.....	\$ 91.00
D-2.....	\$ 107.00
D-3.....	\$ 128.00
D-4.....	\$ 148.00
Technicians	
T-1.....	\$ 71.00
T-2.....	\$ 91.00
T-3.....	\$ 110.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 89.00
S-4.....	\$ 112.00
S-5.....	\$ 148.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 202.00
3-Man Crew (GPS Survey).....	\$ 245.00
Construction Observation	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 137.00
C-4.....	\$ 167.00
Management/Administration	
M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 146.00

Agreement for Professional Services
AHTD Job CA0902 Water and Sewer Relocations

Garver Project No. 15048180

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GARVER FOR PRELIMINARY ENGINEERING ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. CA0902 – INTERSTATE 49 IMPROVEMENTS BETWEEN HWY 62/102 AND HWY 72

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with Garver for preliminary engineering for water and sewer utility relocations associated with the Arkansas State Highway Commission's Project No. CA0902 – Interstate 49 Improvements between Hwy 62/102 and Hwy 72 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.

COST TO CITY:

Cost of this Request: \$23,900

Additional Budget Amount \$23,900

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		23,900
Remaining After Adjustment	\$	23,900

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff recommends Council waive competitive bidding requirements for replacement of an 85 hp pump at McKissic Lift Station. This is a single source item provided by Jack Tyler Engineering. This is a budgeted item; however, the cost exceeds the budgeted amount of \$39,000.00. Total purchase including tax is \$52,003.74. A budget adjustment in the amount of \$13,003.74 is required for this item.

COST TO CITY:

Cost of this Request: \$52,004

Additional Budget Amount \$13,004

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	39,000
Funds Expended to Date		-
Remaining Budget		39,000
Budget Adjustment		13,004
Remaining After Adjustment	\$	52,004

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Mike Bender
CC:
Date: September 14, 2015
Re: Replacement of 85 HP pump at McKissic Lift Station

Staff requests Council waive competitive bidding for the replacement of an 85 horsepower pump at McKissic Lift Station. Pumps at McKissic Lift Station are Flygt pumps which are a single source item in Arkansas being supplied by Jack Tyler Engineering, Inc.

There are five main 85 horsepower pumps at McKissic Lift Station which was installed in 1995. One pump was replaced in 2012. All 5 pumps have been serviced and rebuilt numerous times. The 2015 budget included \$39,000.00 for replacement of this pump based on previous purchase and quote; however, the cost of this pump has increased due to design changes and this purchase is \$47,492.00. With tax, the total cost is \$52,003.74. Therefore, a budget adjustment of \$13,003.74 is needed to cover the increased cost.

Thank you for your consideration of this request.



JACK TYLER ENGINEERING, INCORPORATED

6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 FAX (501) 562-4273 WATTS 1-800-562-2296

QUOTATION NUMBER: SJ15118 QUOTATION DATE: September 14, 2015 PAGE: 1 OF 2

TO: City of Bentonville

COPIES: Steve Cooper

ATTN: Robert Burkett

Phone: 479-696-0296

Fax: 479-

ITEM 1:

Xylem FLYGT model 3301.185-0126, NP464-6, 85/460/3 50' FLS FV, submersible pump, with 85HP 460volt motor with 50 foot cables

PRICE EACH..... \$ 47,492

DELIVERY: 8-10 Weeks ARO

FOB POINT: Freight Included

***NOTE: ANY APPLICABLE SALES TAXES ARE NOT INCLUDED IN QUOTED PRICE.

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at scott@jteng.com or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING, INCORPORATED

Scott Jones
Senior Sales Representative

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH JACK TYLER ENGINEERING, INC. FOR THE PURCHASE OF AN 85 HORSEPOWER PUMP TO REPLACE AN EXISTING PUMP AT MCKISSIC LIFT STATION, 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 Jack Tyler Engineering, Inc. for the purchase of an 85 horsepower pump to replace an existing pump at McKissic Lift Station 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:

September 22, 2015

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Council consideration of a budget adjustment in the amount of \$13,003.74 to cover additional costs for replacement of an 85 hp pump at McKissic Lift Station.

COST TO CITY:

Cost of this Request: \$52,004

Additional Budget Amount \$13,004

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	39,000
Funds Expended to Date		-
Remaining Budget		39,000
Budget Adjustment		13,004
Remaining After Adjustment	\$	52,004

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-40
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Council approval of a bid award to Action Sealcoat, in the amount of \$36,364, to reseal the parking lots at Phillips Park and Wildwood Park, as well as the parking lot areas around Memorial Park Baseball, Softball and Aquatic Center.

COST TO CITY:

Cost of this Request:	\$36,364
Additional Budget Amount	\$47,200

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	47,200
Remaining After Adjustment	\$ 47,200

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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: September 14, 2015
Re: Council approval of bid award to Action Sealcoat in the amount of \$36,364 to reseal the parking lots at Phillips Park and Wildwood Park, as well as Memorial Baseball / Softball and Aquatic Center.

Parks and Recreation Staff requests City Council's approval of a bid award for bid #15-40 in the amount of \$36,363.90 to reseal parking lots in public parks. This item was approved in the 2015 Budget. The budgeted amount was \$47,200.00.

The 2015 operational budget included \$47,200.00 to reseal parking lots at Phillips and Wildwood Park. Knowing these parking lots require regular maintenance in order to maximize the lifespan, we began budgeting funds to address lots on a regular basis. On August 18, City Staff opened bids to reseal Wildwood and Phillips Park. There were four (4) bidders, two of which did not meet specifications. Action Sealcoat was the low bidder at \$14,688.25.

After receiving a great bid, Parks and Recreation Staff approached Action Sealcoat about the possibility of adding lots to this current bid at the same rate / price as quoted. Action agreed to add needed areas at Memorial Park, bringing the bid to \$36,364.80.

If you have any questions regarding this item, please call me at 271.6813, or email dwright@bentonvillear.com.

Attachments:

Bid Tabulation



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 22, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare certain items as being surplus, namely twelve (12) Glock Model 22 .40 caliber handguns. These firearms have been in service for approximately 12 and 14 years and include the following weapons and serial numbers (SN): Glock 22 40 cal. SN EEY635, Glock 22 40 cal. SN EEY630, Glock 22 40 cal. SN EEY632, Glock 22 40 cal. SN 1EMC284, Glock 22 40 cal. SN EEY629, Glock 22 40 cal. SN 1EMC293, Glock 22 40 cal. SN 1EMC288, Glock 22 40 cal. SN DSW783US, Glock 22 40 cal. SN EEY628, Glock 22 40 cal. SN 1EMC283, Glock 22 40 cal. SN 1EMC282, and Glock 22 40 cal. 1EMC281. New Generation 4 models with GNS Sights can be sourced from Cruse Uniforms and Equipment of Springdale for \$409.00 each (\$5,726.00 total cost). Upon being declared surplus the (12) above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$3,600.00 total trade in). This action will equip our officers with newer and more reliable handguns. In addition to being a responsible disposition of these retired weapons, this action also represents a considerable cost savings to the city.

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



CRUSE UNIFORMS & EQPT.-SPDL.
1048 S. 48TH STREET - SUITE C
SPRINGDALE, AR 72762
(479) 756-8182 Fax #: 756-1225

08/14/15

GUN TRAD
BENTONVILLE POLICE DEPARTMENT

908 SE 14TH ST.
BENTONVILLE AR 72712
479-271-3173

Dear Sirs:

Please accept this correspondence as our quote on the following:

QUOTE #700861

-- ITEM #	----- DESCRIPTION	----- QTY.	- UNIT PRICE	- EXTENSION -
1	PG22507 GLOCK 22 GEN 4 W/ GNS SIGHTS	14	409.00	5,726.00
2	UGUN-300TAX USED GUN TRADE IN	-12	300.00	-3,600.00

OFFICER PRICE FOR TRADE IN	GUNS.	325.00
TAX	+	31.69

		356.69

Total of lines with quantities only:	14	5726.00
Estimated Sales Tax on lines with quantities only: (070/.0975)		543.97
Thank you for allowing us this opportunity to serve you.		-----
This quote is valid for up to 30 days.		6269.97
	GUN TRADE VALUE	- 3600.00

Sincerely,	TOTAL INVOICE	2669.97

STEPHANIE NICCUM
Store Manager
CRUSE UNIFORMS & EQUIPMENT INC.

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



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 22, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, September 22, 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: September 8, 2015**

AGENDA

1. Recognition by City Council of the Arvest Bank ATM landscaping located at the intersection of SW "A" Street and W. Central Avenue. The landscaping was nominated by a Bentonville resident and won the September Commercial Landscaping of the Month award. Please refer to memo.
2. Planning:
 - 2a. **Lots 8 & 9, Block 1 of Hundley's Special Addition, Property Line Adjustment, 514 & 518 Tiger Boulevard, Zoned R-1. Single Family Residential.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 514 & 518 Tiger Boulevard. The plat provided by the applicant depicts a common lot line between the two original lots be adjusted which will create two new lots to be known as Lot 8 (1.65 acres) and Lot 9 (0.82 acres), Block 1 of Hundley's Special Addition. Right-of-way and a utility easement is being dedicated along Tiger Boulevard. Water and sewer services are available to this location.

- 2b. **Lots 12 & 13, Block 2 of T.J. Holland's Addition, Property Line Adjustment, Southwest 'B' Street, Zoned R-C3, Central Residential-High Density.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a property line adjustment for property located in the 400 block of Southwest 'B' Street. The plat provided by the applicant shows the common lot line of the two existing lots to be adjusted which will create two new lots to be known as Lot 12 (0.14 acres) and Lot 13 (0.14 acres), Block 2 of T.J. Holland's Addition. Right-of-way and a utility easement are being dedicated along Southwest 'B' Street. Water and sewer services are available to this location.

- 2c. **Main, Rezoning Request from A-1, Agricultural to R-1, Single Family Residential, 1707 Southwest 14th Street.**

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Low Density Residential. The proposed zoning is consistent with the current and proposed use of the property.

- 2d. **Buildup Development, LLC, Rezoning, Southwest Parnell Drive, Rezoning Request from A-1, Agricultural to R-2, Duplex & Patio Home Residential.**

The planning commission voted 6-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Medium Density Residential. The R-2 zoning classification will act as a transition between a mix of uses to the south and residential uses to the north. Street infrastructure is adequate for the additional density.

- 2e. **Ronald L. Blackwell, Trust: Lot Split, Lots 7&8 Ron Blackwell Ford Addition, Southeast 28th Street, Southeast 'C' Street & Southeast 'F' Street, Zoned A-1, Agricultural.**

The planning commission voted 6-0 recommending approval

The applicant has submitted a lot split for property located at the intersection of Southeast 'C' Street, Southeast 'F' Street and Southeast 28th Street. The property is currently zoned A-1, Agricultural. The plat as provided by the applicant shows the creation of two new lots from one existing lot that will be known as Lot 7 (15.80 acres) and Lot 8 (6.45 acres) of Ron Blackwell Ford Addition. Right-of-way is being dedicated along Southeast 28th Street per the master street plan. Water service is available to both lots. Sewer service is available to Lot 7 but Lot 8 will require a sewer main extension across Southeast 28th street.

3. Public hearing and ordinance vacating a utility easement located in part of Tract 1 Schulz Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.
4. Public hearing and ordinance vacating a public access easement located in part of Lot 4 of Ron Blackwell Ford Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$12,180.00 for city staff to attend the Designing Cities Conference held by the National Association of City Transportation Officials (NACTO) in Austin, Texas on October 28 - 31, 2015.
6. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.
- 7a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver in an amount not to exceed \$23,900.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.
- 7b. Budget Adjustment to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72.
- 8a. Staff recommends Council waive competitive bidding requirements for replacement of an 85 hp pump at McKissic Lift Station. This is a single source item provided by Jack Tyler Engineering. This is a budgeted item; however, the cost exceeds the budgeted amount of \$39,000.00. Total purchase including tax is \$52,003.74. A budget adjustment in the amount of \$13,003.74 is required for this item.
- 8b. Council consideration of a budget adjustment in the amount of \$13,003.74 to cover additional costs for replacement of an 85 hp pump at McKissic Lift Station.
9. Council approval of a bid award to Action Sealcoat, in the amount of \$36,364.00, to reseal the parking lots at Phillips Park and Wildwood Park, as well as the parking lot areas around Memorial Park Baseball, Softball and Aquatic Center.
10. Request that the City Council declare certain items as being surplus, namely twelve (12) Glock Model 22 .40 caliber handguns. These firearms have been in service for approximately 12 and 14 years and include the following weapons

and serial numbers (SN): Glock 22 40 cal. SN EEY635, Glock 22 40 cal. SN EEY630, Glock 22 40 cal. SN EEY632, Glock 22 40 cal. SN 1EMC284, Glock 22 40 cal. SN EEY629, Glock 22 40 cal. SN 1EMC293, Glock 22 40 cal. SN 1EMC288, Glock 22 40 cal. SN DSW783US, Glock 22 40 cal. SN EEY628, Glock 22 40 cal. SN 1EMC283, Glock 22 40 cal. SN 1EMC282, and Glock 22 40 cal. 1EMC281. New Generation 4 models with GNS Sights can be sourced from Cruse Uniforms and Equipment of Springdale for \$409.00 each (\$5,726.00 total cost). Upon being declared surplus the (12) above mentioned weapons can be traded in for a \$300.00 credit per firearm (\$3,600.00 total trade in). This action will equip our officers with newer and more reliable handguns. In addition to being a responsible disposition of these retired weapons, this action also represents a considerable cost savings to the city.