

1. Agenda

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[MAY 24, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MAY 24, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Center**

**Monday, May 23, 2016 6:00 p.m.
1101 SW Citizens Circle**

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

**Tuesday, May 24, 2016 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: May 10, 2016**

AGENDA

1. Tour of Parks Properties and Initiatives beginning at the Melvin Ford Aquatic Center. Tour will begin at 6:00 p.m. at the Melvin Ford Aquatic Center and will convene at the Bentonville Community Center. Committee of the Whole meeting will begin at approximately 7:00 p.m. at the Center. **(Monday Night Only)**
2. National EMS Week Proclamation. **(Page 6)**
3. Planning:
- 3a. **Lot Split: Homes by Roth, Lot 205 Bentonville Original Subdivision, Zoned R-1.**

(Pages 9-12)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located in the 400 block of West Central Avenue. The plat as provided indicates the creation of one new lot from a portion of existing lot 166. The new lot will be known as Lot 205 (0.26 acres) of the Bentonville Original Subdivision. The plat reflects the dedication of a public right-of-way along West Central Avenue per the Master Street Plan specifications. Water and sewer services are available to the new lot.

- 3b. **Lot Split: North Arkansas Wholesale Co. Inc., Lots 1 & 2 Market Addition, Southeast 8th Street, Zoned I-2, Heavy Industrial.**

(Pages 13-16)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located along Southeast 8th Street that resides in the I-2, Heavy Industrial zoning district. The plat as provided by the applicant indicates 2 new lots being created from 2 tracts of parcel land that have never been platted. The new lot will be known as Lot 1 of the Market Addition consisting of 4.45 acres & Lot 2 of the Market Addition consisting of 3.89 acres. Right-of-way is being dedicated along Southeast 8th Street per the master street plan and a utility easement is being dedicated to serve the new lots. Water and sewer services are available to this location.

- 3c. **Property line Adjustment: Bentonville RD Dev. LLC, Lots 12 & 13 Young's Addition, Southeast 3rd Street & Southeast 'G' Street, Zoned RC-2, Central Residential-Moderate Density.**

(Pages 17-20)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at the intersection of Southeast 3rd Street and Southeast 'G' Street in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided indicates the creation of two new lots by adjusting the common lot line along the southern border of the two existing lots. The new lots will be known as Lot 12 (0.22 acres) & Lot 13 (0.14 acres) of Block 1 Young's Addition. The plat reflects the dedication of a public right-of-way along Southeast 3rd Street per the Master Street Plan specifications. Water and sewer services are available to the new lots.

- 3d. **Rezoning: John Callis, Bentonville Best Storage, Southwest 2nd Street, Zoning Request from A-1, Agricultural to PUD, planned Unit Development.**

(Pages 21-25)

The planning commission voted 7-0 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as Bentonville Best Storage. The PUD would entail 5 acres and would consist of general office, climate controlled and non-climate controlled storage units.

4. Approval of the artwork to wrap a utility box in Citizens Park to promote the "Grow with this Tree" project. **(Pages 26-27)**
5. A Resolution setting a Public Hearing for June 14th, 2016 for Alley and Street Right-of-Way Vacation requested by SW A Building, LLC. **(Pages 28-32)**
6. City Council to approve a budget adjustment of \$14,750.00 for Professional/Legal Services at the Municipal Airport. **(Pages 33-35)**

7. City Council approval of a resolution adopting the Quality Management Plan to be used for EPA funded projects. This Quality Management Plan will be in effect for five years, requiring yearly audits and submissions. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System. **(Pages 36-60)**
8. Council approval of a resolution to apply for \$100,000.00 from the Surface Transportation Program - Attributable (STP-A) administered by the Northwest Arkansas Regional Planning Commission to fund the design and the environmental phase of the intersection of SW. "I" Street and Hwy 102 intersection. This is an 80/20 grant and the City of Bentonville will be required to match 20% (\$25,000.00) which will come out of Four Lane Sales Tax. **(Pages 61-93)**
9. Budget Adjustment Request moving Technology Funds previously set-aside from monthly fine payments (as provided for in Arkansas State Statute 16-13-704) and moving them to the District Court Capital Software account. These funds will be used to upgrade SQL software and to migrate our data to a new server. **(Pages 94-97)**
10. Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Carroll Electric Cooperative Corporation for the relocation of electric facilities associated with the Elm Tree/Hwy 72 Intersection Improvements project in the amount of \$61,693.20, waiving the requirements for competitive bidding. Attached is a memo and the relocation agreement. **(Pages 98-109)**
11. Council approval of a budget adjustment accepting a grant from the Walton Family Foundation in the amount of \$1,650,000 for the construction of pedestrian tunnels at the intersection of SE 8th and SE "J" Streets. The construction of the tunnels will be inclusive of the water/sewer line relocation contract for the 8th Street Improvements project. See attached budget adjustment form, signed grant application, and exhibits. **(Pages 110-120)**
12. An Ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "F" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waving the requirements of competitive bidding. **(Pages 121-135)**
13. Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds to reroute a portion of the Razorback Regional Greenway between SE 13th Court and SE 18th Street by constructing a shared use path and a bike/pedestrian tunnel at Highway 102. Design and construction costs are estimated at \$2.5 million and the grant request is for \$500,000.00 (the maximum award allowed). This is a reimbursable 80/20 matching grant with a 1% AHTD administration fee. Funds for engineering cost, the local match and the 1% AHTD administration fee, totaling \$2,022,500.00 will be provided by a grant from the Walton Family Foundation. This request has no cost to the city. If awarded and constructed, the City will be responsible for on-going maintenance. **(Pages 136-142)**
14. Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds in the amount of \$480,000.00 to construct a side path on

the west side of McCollum Road between Tiger Boulevard and East Central Ave. The cost for design, construction and the 1% AHTD administration fee is estimated at \$726,000.00. Engineering costs are not eligible for funding. The grant request is for 80% of the \$600,000.00 construction costs. If awarded, the total estimated cost to the city is \$246,000.00 approximately 35% of the total cost.
(Pages 143-149)

15. Approval of a resolution to utilize Federal-Aid Recreational Trails Program (RTP) funds to construct a soft-surface single track trail around the perimeter of Citizens Park. The cost for construction and the 1% AHTD administration fee is estimated at \$122,210.00. The city is requesting RTP funds in the amount of \$96,800.00 (80% of construction cost). The local match of \$24,200.00 and the 1% AHTD administration fee will be funded with a grant from the Walton Family Foundation. This request has no cost to the city now or upon notice of award. If awarded and constructed, the city will assume maintenance of the trail.
(Pages 150-159)
- 16a. Staff recommends City Council approve Amendment #2 to the Agreement for Engineering Services with McClelland Consulting Engineers, Inc. for an increase of \$45,623.19 for additional survey, design and construction services and associated expenses associated with utility relocations for AHTD's Bella Vista Bypass project. Amendment increases contract amount to \$239,624.69.
(Pages 160-165)
- 16b. Staff requests City Council approval of a budget adjustment to cover additional costs associated with an amended professional services agreement with McClelland Consulting Engineers, Inc. for engineering services associated with water, sewer and electric utility relocations for the Bella Vista Bypass project for an additional amount of \$45,623.19.
(Pages 166-169)
17. Staff recommends Council to waive the competitive bidding requirements for the purchase of a Trimble Robotics Total Station which includes a TSC3 Controller, Tripod and robotics pole. The purchase price also includes the trade-in of our existing TSC2 controller which is in adequate for the software update and will be obsolete with the purchase of the new equipment. This item is included in our 2016 budget.
(Pages 170-174)
18. Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop and determined the engine needed replaced or rebuilt. After comparing quotes on both types of repairs it was cheaper to replace the motor. According to Summit Truck Group this was an unforeseen failure which not caused by operator error.
(Pages 175-184)
19. Staff recommends City Council award Bid No.16-06 for yard waste grinding services at the Compost Facility to Hansen's Tree Service as the second lowest bidder at \$475.00 per hour. On March 8, 2016, City Council awarded Smithey Environmental the compost waste grinding service bid as the lowest submitted bid for the sum of \$450.00 per hour, not to exceed \$90,000.00 in a one year period. Smithey Environmental was unable to meet Specifications 2A. and 2B.,

of minimum tree diameter and equipment throughput respectively and could not complete the grinding session. Hansen's Tree Service has successfully bid and performed this service for the City in the recent years and has proven its capability to meet all of the required specifications. The Wastewater Department budgeted \$90,000.00 for this service. **(Pages 185-186)**

20. Staff seeks Council approval for a Waiver of Bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 61 lift stations. This is a 2016 budgeted item. **(Pages 187-197)**

PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Bob McCaslin, Mayor of the City of Bentonville do hereby proclaim the week of May 15-21, 2016 as **"Emergency Medical Services Week"** in the City of Bentonville, Arkansas. With the theme, "EMS Strong", I encourage the community to observe this week with appropriate programs, ceremonies and activities. .

Given this 24th day of May, 2016, in Bentonville, in the great State of Arkansas, in the United States of America.



Bob McCaslin, Mayor
City of Bentonville

**May 24, 2015
Planning Agenda**

Lot Split: Homes by Roth, Lot 205 Bentonville Original Subdivision, Zoned R-1.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located in the 400 block of West Central Avenue. The plat as provided indicates the creation of one new lot from a portion of existing lot 166. The new lot will be known as Lot 205 (0.26 acres) of the Bentonville Original Subdivision. The plat reflects the dedication of a public right-of-way along West Central Avenue per the Master Street Plan specifications. Water and sewer services are available to the new lot.

Lot Split: North Arkansas Wholesale Co. Inc., Lots 1 & 2 Market Addition, Southeast 8th Street, Zoned I-2, Heavy Industrial.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located along Southeast 8th Street that resides in the I-2, Heavy Industrial zoning district. The plat as provided by the applicant indicates 2 new lots being created from 2 tracts of parcel land that have never been platted. The new lot will be known as Lot 1 of the Market Addition consisting of 4.45 acres & Lot 2 of the Market Addition consisting of 3.89 acres. Right-of-way is being dedicated along Southeast 8th Street per the master street plan and a utility easement is being dedicated to serve the new lots. Water and sewer services are available to this location.

Property line Adjustment: Bentonville RD Dev. LLC, Lots 12 & 13 Young's Addition, Southeast 3rd Street & Southeast 'G' Street, Zoned RC-2, Central Residential-Moderate Density.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at the intersection of Southeast 3rd Street and Southeast 'G' Street in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided indicates the creation of two new lots by adjusting the common lot line along the southern border of the two existing lots. The new lots will be known as Lot 12 (0.22 acres) & Lot 13 (0.14 acres) of Block 1 Young's Addition. The plat reflects the dedication of a public right-of-way along Southeast 3rd Street per the Master Street Plan specifications. Water and sewer services are available to the new lots.

**Rezoning: John Callis, Bentonville Best Storage, Southwest 2nd Street,
Zoning Request from A-1, Agricultural to PUD, planned Unit Development.**

The planning commission voted 7-0 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as Bentonville Best Storage. The PUD would entail 5 acres and would consist of general office, climate controlled and non-climate controlled storage units.

Planning Commission Staff Report
Lot Split: Lot 205 Bentonville Original Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 17, 2016

GENERAL INFORMATION:

Project Number: 16-05000016
Applicant: Homes By Roth (Jeff Roth)
Representative: Bates & Associates (Derrick Thomas)
Requested Action: Lot Split Approval
Location: West Central Avenue
Existing Zoning: R-1, Single Family Residential
Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a lot split for property located in the 400 block of West Central Avenue. The plat as provided indicates the creation of one new lot from a portion of existing lot 166. The new lot will be known as Lot 205 (0.26 acres) of the Bentonville Original Subdivision. The plat reflects the dedication of a public right-of-way along West Central Avenue per the Master Street Plan specifications. Water and sewer services are available to the new lot.

SURROUNDING LAND USES AND ZONING:

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

STREETS

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

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of vacant residential lot and an established single family neighborhood.

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

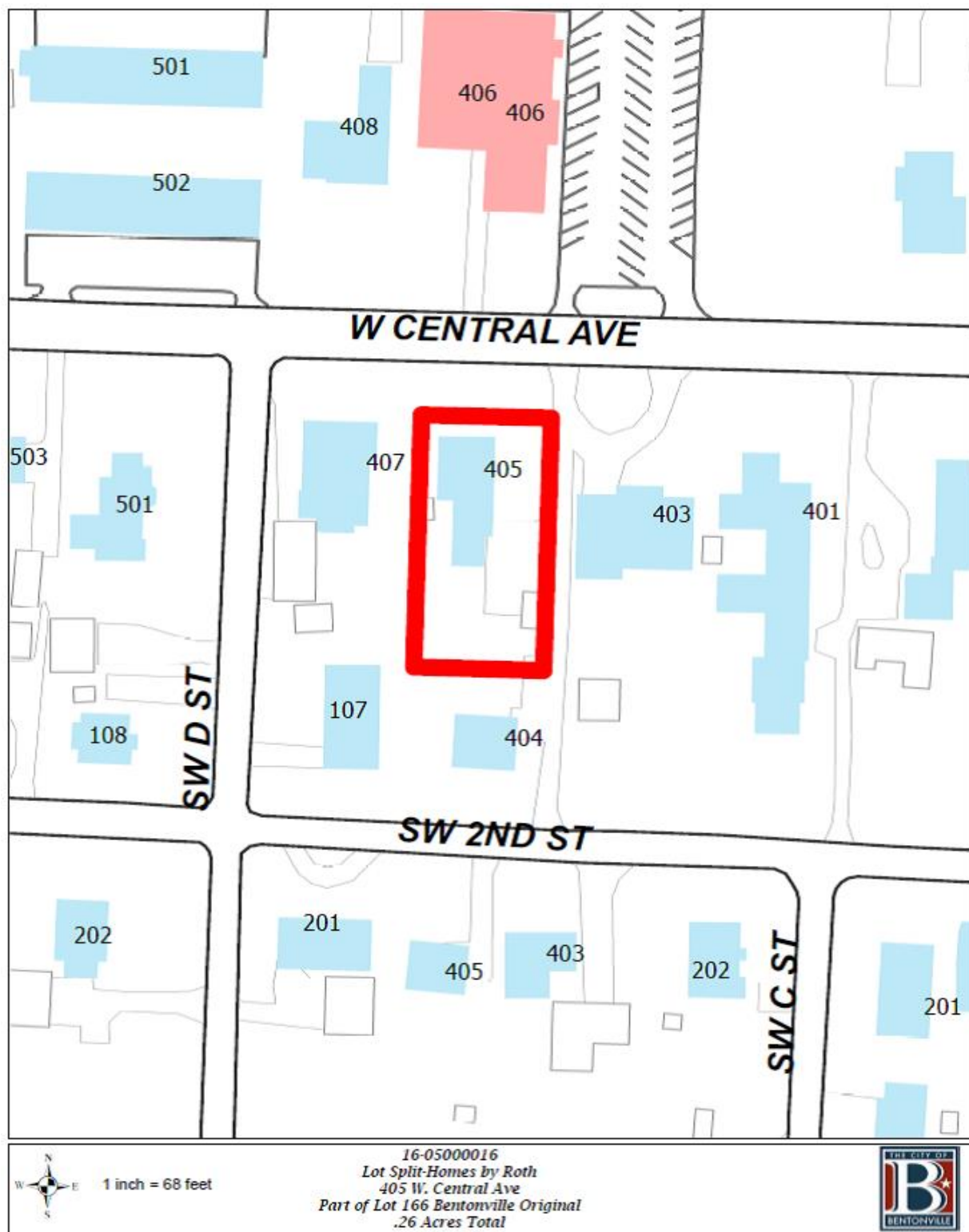
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 LOT 205 OF BENTONVILLE ORIGINAL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 205 of Bentonville Original Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 17th day of May , 2016 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 Bentonville, and after consideration and deliberation said Council is of the option 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 Lot 205 of Bentonville Original Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST:

Approved

CITY CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lot s 1 & 2 Market Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 17, 2016

GENERAL INFORMATION:

Project Number: 16-05000017
Applicant: North Arkansas Wholesale Co. Inc.
Representative: CEI Engineering Associates (Kevin Hall)
Requested Action: Lot Split Approval
Location: Southeast 8th Street
Existing Zoning: I-2, Heavy Industrial
Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a property line adjustment for property located along Southeast 8th Street that resides in the I-2, Heavy Industrial zoning district. The plat as provided by the applicant indicates 2 new lots being created from 2 tracts of parcel land that have never been platted. The new lot will be known as Lot 1 of the Market Addition consisting of 4.45 acres & Lot 2 of the Market Addition consisting of 3.89 acres. Right-of-way is being dedicated along Southeast 8th Street per the master street plan and a utility easement is being dedicated to serve the new lots. Water and sewer services are available to this location.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	I-2, Heavy Industrial	Commercial
South	R-3, Medium Density Residential R-1, Single Family Residential	Mixed Use
East	C-2, General Commercial	Mixed Use
West	R-3, Medium Density Residential	Mixed Use

STREETS

Direction	Name	Classification
North	-	-
South	Southeast 8 th Street	Arterial

East	-	-
West	-	-

TRAFFIC FINDINGS

- (c) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (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 vacant industrial land adjacent to the new NWA Culinary School on Southeast 8th Street.

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

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

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 LOTS 1 & 2 MARKET ADDITION OF BENTONVILLE ORIGINAL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 & 2 Market Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 17th day of May, 2016 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 Bentonville, and after consideration and deliberation said Council is of the option 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 1 & 2 Market 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 _____, 2016

ATTEST:

Approved

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot s 12 & 13 Young's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: May 17, 2016

GENERAL INFORMATION:

Project Number: 16-07000011
Applicant: Bentonville RD Dev., LLC
Representative: Morrison Shipley Engineers (Larry Grelle)
Requested Action: property Line Adjustment Approval
Location: Southeast 3rd Street & Southeast 'G' Street
Existing Zoning: RC-2, Central Residential – Moderate Density
Land Use Plan: Medium Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located at the intersection of Southeast 3rd Street and Southeast 'G' Street in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided indicates the creation of two new lots by adjusting the common lot line along the southern border of the two existing lots. The new lots will be known as Lot 12 (0.22 acres) & Lot 13 (0.14 acres) of Block 1 Young's Addition. The plat reflects the dedication of a public right-of-way along Southeast 3rd Street per the Master Street Plan specifications. Water and sewer services are available to the new lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Downtown Mixed Use Residential
South	RC-2, Central Residential – Moderate Density	Medium Density Residential
East	R-1, Single Family Residential	Medium Density Residential
West	RC-2, Central Residential – Moderate Density & R-1, Single Family Residential	Medium Density Residential

STREETS

Direction	Name	Classification
North	Southeast 3 rd Street	Collector
South	-	-
East	Southeast 'G' Street	Local
West	-	-

TRAFFIC FINDINGS

Traffic data for the nearest intersections are as follows: No traffic data exists for this location.

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of an existing single family home in a redeveloping residential neighbor in the downtown area.

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

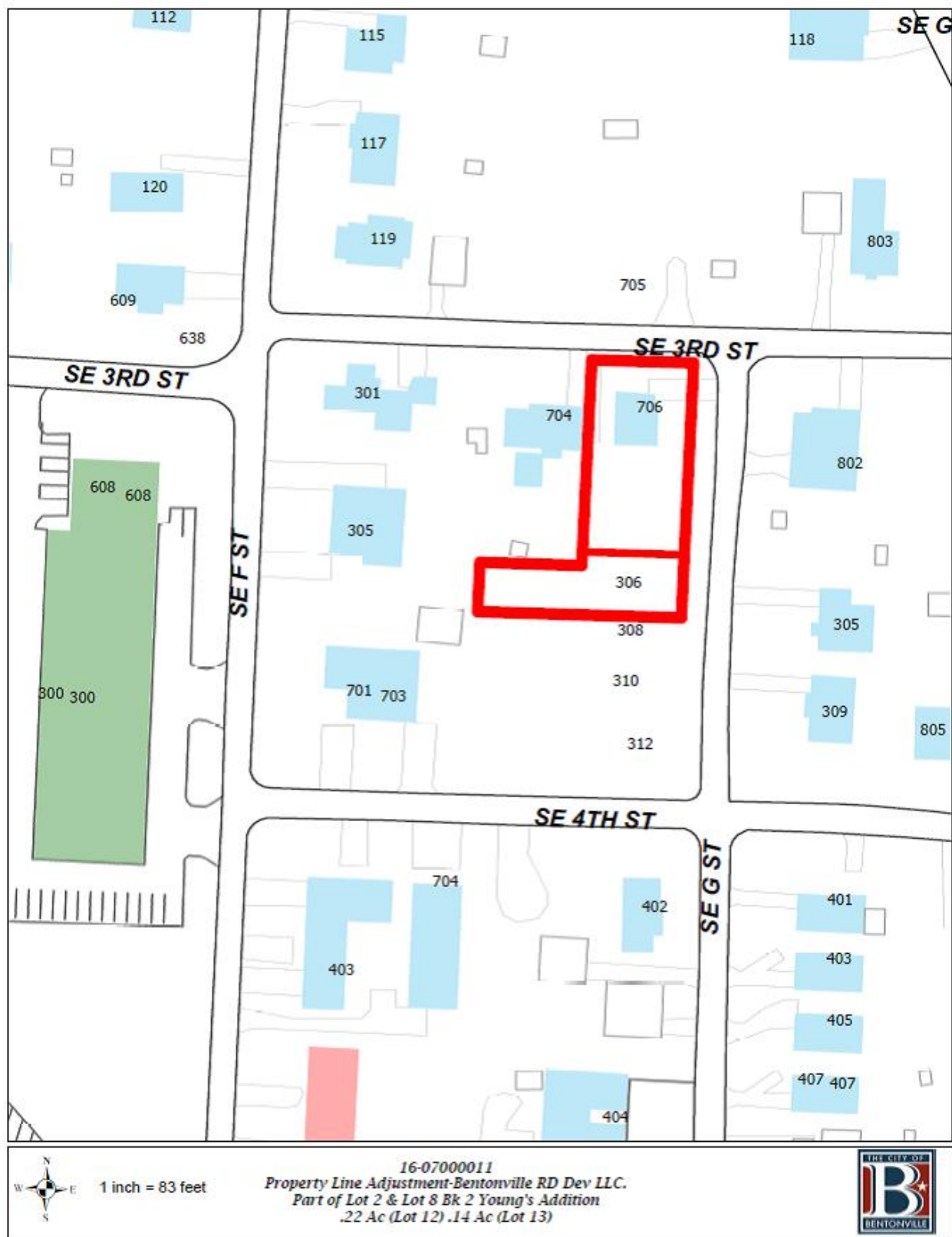
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 1 OF YOUNGS 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 1, of Young's Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 17th day of May, 2016 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 1 of Young'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 _____, 2016

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: May 17, 2016

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

Planning Commission Staff Report

REZONING: Callis (Bentonville Best Storage), A-1, Agricultural to PUD, Planned Unit Development

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: May 3, 2016 & May 17, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-13000001

Applicant/Current Owner: Jon Callis

Representative: Bates & Associates (Geoff Bates)

Requested Action: Rezoning

Location: Southwest 2nd Street

Existing Zoning: A-1, Agricultural

Proposed Zoning: PUD, Planned Unit Development

Future Land Use Map Designation: Agriculture

BACKGROUND / HISTORY

The applicant has proposed a Planned Unit Development at this location to be known as Bentonville Best Storage. The PUD would entail 5 acres and would consist of general office, climate controlled and non-climate controlled storage units.

The purpose and intent of the PUD is to provide a mix of office space and storage units that will provide facilities for the public and small businesses.

The applicant has proposed all the development to occur in one single phase and it would contain 1 general office building at 1,200 square feet, 1 climate controlled storage building at 6,080 square feet and 10 non-climate controlled storage buildings totaling 59,180 square feet.

All buildings along street frontages or property lines will share a common architectural theme and will comply with the City's Commercial Design Standards. Brick shall form the majority of the exterior wall area along the perimeter facing buildings and pre-cast materials such as weather-resistant metal panels and steel doors will be used in the areas not visible from the exterior of the development. A 6' tall split face CMU wall will be installed between the perimeter buildings. Maximum height for the building facing Southwest 2nd Street will be 23' and for the remaining storage buildings will be 12'-6".

Access to the facility will be form a single curb cut onto Southwest 2nd Street.

All parking will meet the requirements set forth in Article 501 of the zoning code.

On-site Stormwater Detention is being provided.

The 20% open space requirement is being met and all landscape requirements set forth in Article 1400 of the subdivision code will be adhered to.

Property Description/Site Inspection: A site inspection was completed; this property is currently vacant along a state highway in the southwest section of the city.

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

SURROUNDING LAND USES & ZONINGS:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence	Benton County	Benton County
South	Single Family Residence	Benton County & R-3, Medium Density Residential	Residential Estate
East	Single Family Residence	Benton County	Agriculture
West	Office	Benton County	Benton County

SURROUNDING STREETS AND CLASSIFICATIONS:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Southwest 2 nd Street	Arterial	2 lane asphalt with shoulders and open ditches
East	-	-	-
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On **April 18, 2016**, 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 **April 4th, 2016**. In addition, staff posted a notice of public hearing sign on the property on **April 19, 2016**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The proposed zoning promotes a mix of uses. Per the general plan the city should encourage a mix of uses that will help decrease traffic congestion by providing goods and services within the same development. The proposed zoning also complements The Centers scenario of the general plan by "offering the opportunity to use a variety of implementation techniques."

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

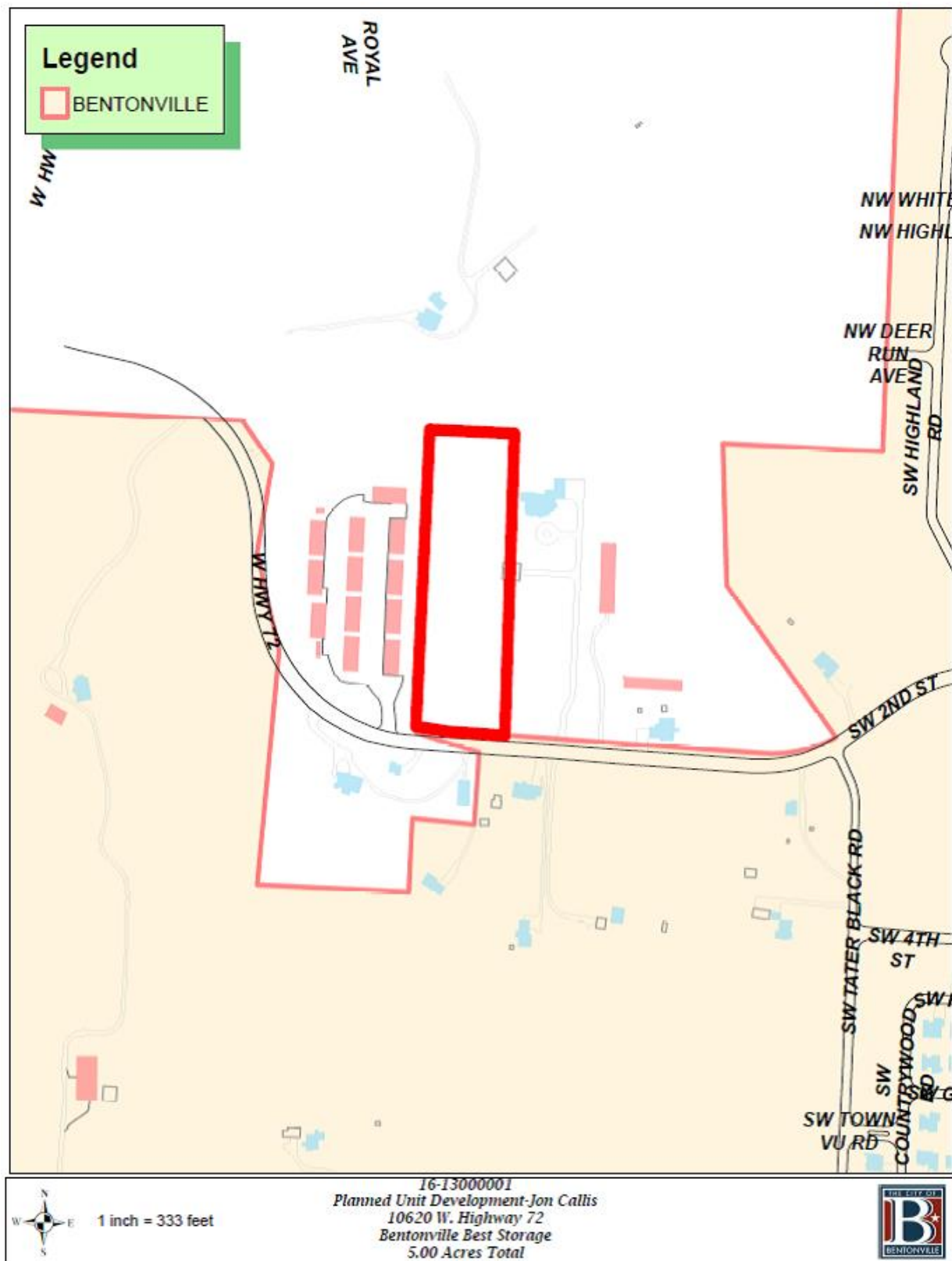
Finding(s) of Staff: The property is currently located along a state highway with only one curb cut being proposed. Current traffic conditions should not be altered by the proposed zoning.

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: A public water main extension will be required for the proposed use. And a septic system will be installed to provide sewer service to the proposed development.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of the rezoning from **A-1, Agricultural** to **PUD, Planned Unit Development** as submitted by the applicant.



ORDINANCE NO. _____

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

WHEREAS, Bentonville Best Storage(Jon Callis) duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to PUD to be used in accordance with city zoning laws and state laws; which property is described as follows.

PART OF TRACT 2 AS RECORDED IN PLAT BOOK P4 AT PAGE 196, SAID TRACT 2A BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, ALL IN BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A MONUMENT AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34L THENCE ALONG THE NORTH LINE THE SAID 1/4 OF THE NE 1/4, S87°20'11"E 247.70' TO A FOUND IRON PIN, THENCE LEAVING SAID NORTH LINE S01°52'01" W 861.92' TO A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF ARKANSAS HIGHWAY 72, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N86°06'08"W 165.36', THENCE N81°04'30"W 96.06'; THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4 OF SECTION 34, N02°44'22"E 847.80' TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES MORE OR LESS AND SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 17th day of May 2016 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 PUD 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 PUD property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Approval of the artwork to wrap a utility box in Citizens Park to promote the "Grow with this Tree" project.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

To: City Council
From: Shelli Kerr, AICP, Planning Services Manager
Public Arts Advisory Committee
Date: May 13, 2016
RE: Approval of Artwork to Wrap Utility Box in Citizens Park

The Public Art Policy requires that artwork being placed in a public park or along a trail be approved by the Bentonville Parks and Recreation Advisory Committee and ultimately approved by City Council.

The Bentonville Tree and Landscape Advisory Committee submitted an application to wrap a utility box in Citizens Park with artwork to promote the "Grow with this Tree" Program. The intent of the wrap is to camouflage the presence of the utility box and incorporate it into the community awareness campaign aimed to protect and develop Bentonville's urban forest through education and tree planting projects.

The design of the utility box wrap is in shades of green and light brown and includes trees, sweeping hills, birds, and children holding a balloon. It also includes the city logo, "Grow with Trees" logo, and the Tree City USA logo. The wrap completely covers all sides and top of the box, except for box identification numbers and ventilation as required by the City's Electric Department, which has also approved the wrap.

The Public Arts Advisory Committee recommended approval of the artwork on Tuesday, May 10, 2016. The Bentonville Parks and Recreation Advisory Board recommended approval of the artwork on Monday, May 16, 2016.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A Resolution setting a Public Hearing for June 14th, 2016 for Alley and Street Right-of-Way Vacation requested by SW A Building, LLC.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by SW A Building, LLC requesting alley and right of way vacations within the City of Bentonville, Arkansas be vacated, which said alley and right of way easements are described as follows:

PART OF ALLEY TO BE ABANDONED:

A TRACT OF LAND BEING A PART OF A 16 FOOT ALLEY LAYING SOUTH OF LOT 9 AND NORTH OF LOTS 15 AND 16 AND A PART OF LOT 14, ALL IN BLOCK 8, CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD Q AT PAGE 502. BEGINNING AT THE SOUTH WEST CORNER OF LOT 9, BLOCK 8, CLARK'S ADDITION; THENCE RUN SOUTH 87 DEGREES 25 MINUTES 34 SECONDS EAST A DISTANCE OF 145.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SW A STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 02 DEGREES 09 MINUTES 00 SECONDS WEST A DISTANCE OF 16.01 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 87 DEGREES 27 MINUTES 19 SECONDS WEST, 145.02 FEET TO A POINT; THENCE NORTH 02 DEGREES 08 MINUTES 15 SECONDS EAST, 16.08 FEET BACK TO POINT OF BEGINNING.

RIGHT OF WAY TO BE ABANDONED:

A TRACT OF LAND BEING A PART OF THE RIGHT OF WAY OF SW 4TH STREET AND LYING SOUTH OF LOTS 11-16, BLOCK 8, CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD Q AT PAGE 502. BEGINNING AT SOUTHWEST CORNER OF LOT 11, BLOCK 8, CLARK'S ADDITION; THENCE RUN SOUTH 02 DEGREES 13 MINUTES 58 SECONDS WEST, 5.14 FEET TO A POINT; THENCE SOUTH 87 DEGREES 32 MINUTES 03 SECONDS EAST, 306.15 FEET TO A POINT; THENCE NORTH 02 DEGREES 09 MINUTES 00 SECONDS EAST, 4.54 FEET TO A POINT; THENCE NORTH 87 DEGREES 25 MINUTES 18 SECONDS WEST, 306.17 FEET BACK TO THE POINT OF BEGINNING.

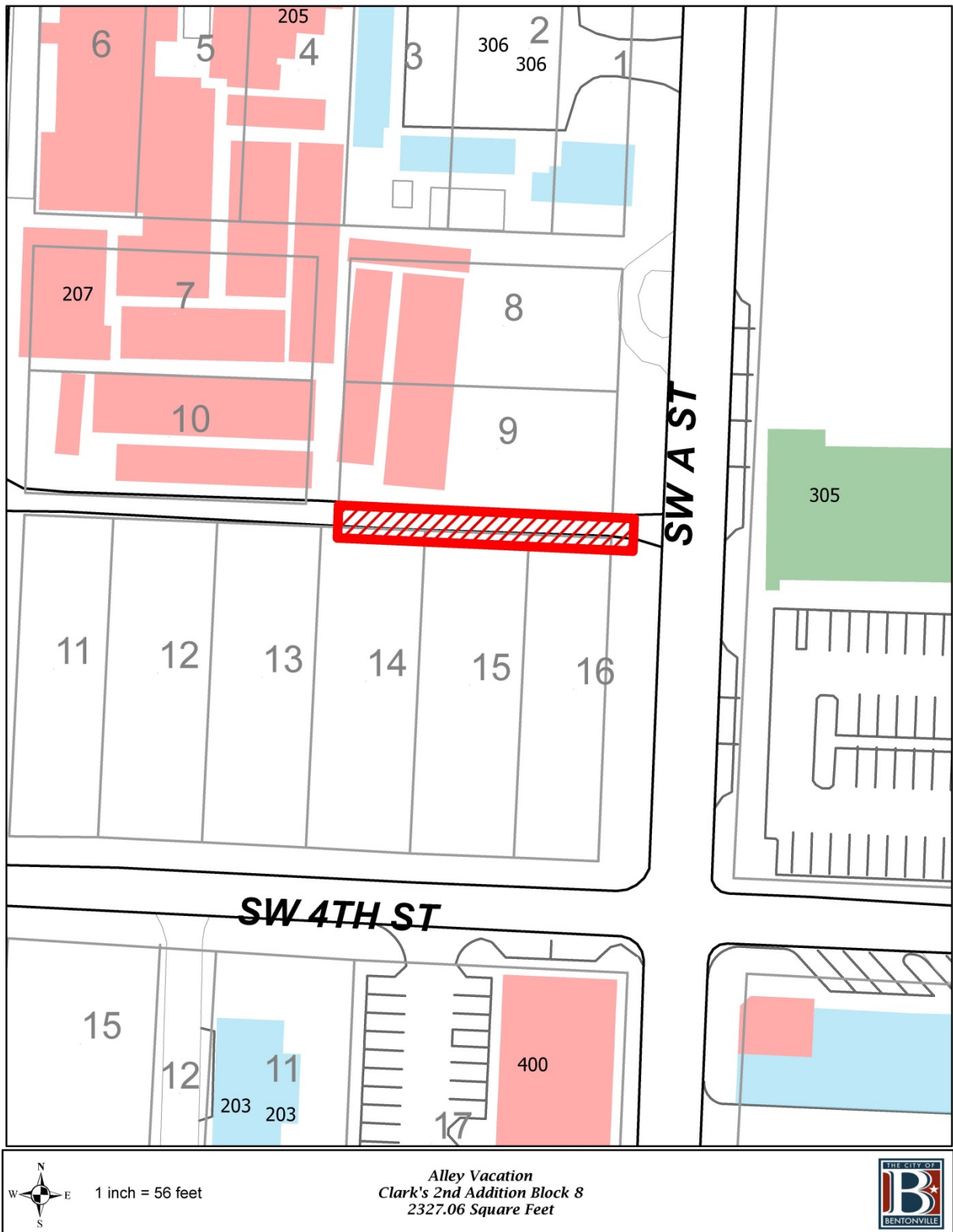
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

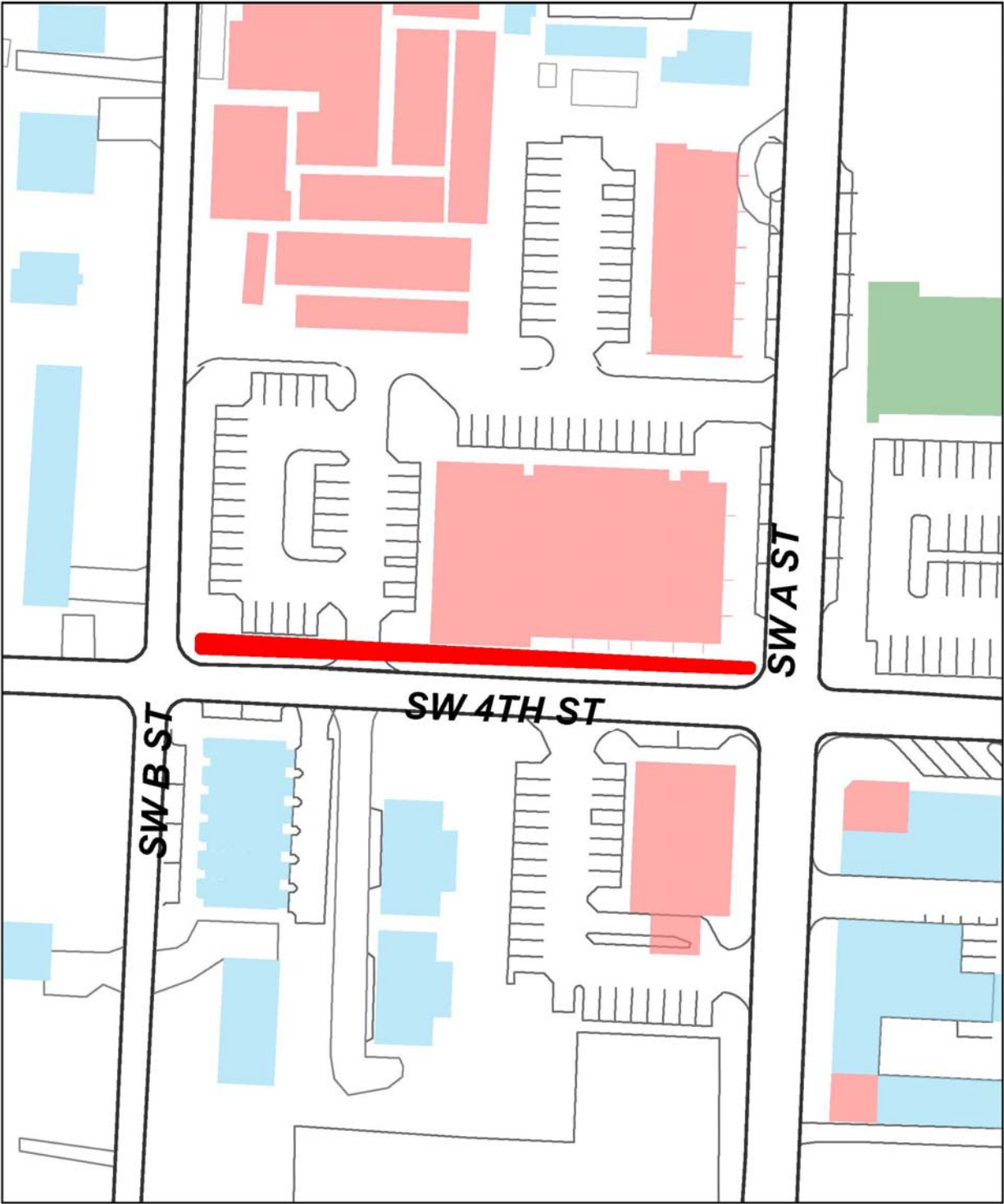
NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate an alley and right of way at the above described property is set for hearing on June 14, 2016 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2016 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas







1 inch = 67 feet

Street ROW Dedication
SW A Building, LLC.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

City Council to approve a budget adjustment of \$14,750.00 for Professional/Legal Services at the Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$14,750

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters
CC:
Date: May 17, 2016
Re: Budget Adjustment for Professional Services

Staff is requesting approval of a budget adjustment of \$14,750.00 to increase legal and professional services account of the airport budget. The airport is pursuing a land release from FAA Grant obligations. An appraisal and a review appraisal of the land are necessary for inclusion in the land release proposal. Two estimates have been submitted by Richard A. Stephens & Associates as well as Reed & Associates. The budget adjustment is to facilitate those services.

Thank you for your consideration of this request.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of a resolution adopting the Quality Management Plan to be used for EPA funded projects. This Quality Management Plan will be in effect for five years, requiring yearly audits and submissions. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System.

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



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, May 16, 2016
Re: Quality Management Plan (QMP) for EPA Grant

In willingness to participate in the EPA Grant for the Demonstration of Stream and Wetland Restoration at Little Sugar Creek, and conformance with Part A requirements of ANSI/ASQC E4-1994, a Quality Management Plan (QMP) must be established and implemented. The deadline for this QMP is May 30th, 2016.

A QMP documents how an organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system.

The QMP may be viewed as the 'umbrella' document under which individual projects are conducted. If another EPA grant is applied for and awarded, the project specific Quality Assurance Project Plan (QAPP) will fall under this QMP. Once the QMP is approved, it will be valid for a period of up to five years. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System.

Within the QMP, the Quality Assurance Team defined will perform a yearly audit of the document and make changes as necessary to meet compliance with the EPA QMP guidelines. The QMP will be approved on a yearly basis, either with revisions or without, and submitted to EPA as an update.

Please contact me with any questions or concerns regarding the Quality Management Plan. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com

THE CITY OF BENTONVILLE, ARKANSAS QUALITY MANAGEMENT PLAN

MAY 2016

Submitted to:
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733
(214) 665-2259 Phone
(214) 665- 6490 Fax



CITY OF BENTONVILLE, ARKANSAS
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

CONCURRENCES AND APPROVALS

In accordance with EPA Order 5360.1, the following is a Quality Management Plan for all work involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services by or under the control of the City of Bentonville, Arkansas, whenever such work is funded wholly or in part by the U.S. Environmental Protection Agency. This Quality Management Plan shall ensure that data collected for the characterization of environmental processes and conditions are of the appropriate type and quality for their intended use and that environmental technologies are designed, constructed, and operated according to defined expectations.

City of Bentonville, Arkansas Concurrence

Public Works Director / Q.A. Manager

Date

City of Bentonville Approval

City of Bentonville Mayor

Date

United States E.P.A. Approval

Region 6 Q.A. Manager

Date

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN
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CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 1 - MANAGEMENT AND ORGANIZATION

1.1 PURPOSE

The purpose of this section is to document the overall policy, scope, applicability, and management responsibilities of the City of Bentonville Quality Management System.

1.2 ABOUT THE CITY OF BENTONVILLE

The City of Bentonville is a municipality located in the State of Arkansas. The City currently has a population of approximately 42,000 residents. The City of Bentonville operates under a Mayor-Council form of government in which the Mayor acts as the Chief Executive of the City and the City Council is the legislative and policy-making body of city government. City Council sets city policy by passing ordinances and resolutions. The City Council also determines the city budget and appoints and removes certain board and commission members. See the attached Organizational Chart – Appendix A.

1.3 CITY OF BENTONVILLE MISSION

The City of Bentonville follows a strategic plan called *City of Bentonville General Plan* that was adopted in 2007. This plan follows many goals as listed below:

Land Use: Foster a safe, convenient, attractive, compatible, and fiscally responsible land use pattern that includes a variety of housing, recreational, and commercial opportunities while respecting unique community assets.

Community Design: Maintain the small town environment that is Bentonville's hallmark while recognizing the unique characteristics of existing neighborhoods, continuing to develop the cultural amenities that draw residents / visitors to the City.

Physical Environment: Ensure that development decisions minimize degradation of natural resources, preserve existing tree canopies, and promote a clean, safe, and aesthetically pleasing environment for current and future citizens.

Public Facilities: Ensure that public services, facilities, and utilities support community life in a safe, effective, and efficient manner, while justly allocating the costs of providing these public goods.

Transportation: Provide and maintain a transportation system that includes multiple modes and emphasizes connectivity, safety, and cost effectiveness while supporting the preferred land use pattern.

Intergovernmental Coordination: Work cooperatively to protect the region's natural assets, support regional planning efforts, and improve the quality of life throughout the region.

Economy: Sustain the strong local economy that provides varied employment and trade opportunities built upon efficient and equitable use of Bentonville's cultural, natural, built, and human resources.

CITY OF BENTONVILLE QUALITY MANAGEMENT PLAN

1.4 QUALITY POLICY

The City of Bentonville regards quality assurance and quality control activities as essential to the integrity of work processes and services. Services and products provided by the City of Bentonville or its affiliated consultants and contractors, are expected to meet established standards, methods, and ordinances. Additionally data collected through projects managed by the City of Bentonville or its affiliated consultants and contractors are expected to meet the same standards in order for the data to be deemed acceptable for use by others and included in projects and data products.

The goal of this Quality Management Plan (QMP) is to assure that all work involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services are based on sound science. Quality control procedures, both at the City of Bentonville administration level and within individual departments and divisions, are described in the QMP to ensure that this goal is achieved, specifically through addressing the following:

- Objectives must be clearly defined for each project.
- City of Bentonville methodologies for data collection, management and analyses must be clearly defined to assure they conform to generally accepted standards and approaches within the relevant scientific discipline for each project prior to the beginning of each project.
- Peer review is an important element of the City of Bentonville's Quality Assurance (QA) process, and must be carried out prior to publication or public release of the results from EPA-funded projects.
- Methodologies, standards, and requirements defined for a project must ensure that the types of data collected and the procedures for collecting, managing, evaluating, and analyzing these data will provide scientifically accurate results for interpretation.
- City of Bentonville policies and procedures must ensure that grant funds are handled appropriately and according to all federal laws and regulations.

To achieve the objectives enumerated above, the City of Bentonville is committed to providing sufficient resources, including budget, staff, expertise, and time, for quality control procedures, thus ensuring a consistent approach to all EPA-funded projects involving the collection and assessment of environmental data.

1.5 AUTHORITY OF QUALITY ASSURANCE MANAGERS

The implementation of quality control procedures within the City of Bentonville requires that a number of individuals implement QA procedures to ensure that data at all levels – from data collection through the development of data products and analyses – meet the QMP. Appendix A provides specific details on the City of Bentonville departments and staff responsible for these processes.

CITY OF BENTONVILLE QUALITY MANAGEMENT PLAN

This Quality Management Plan designates the City of Bentonville Public Works Director as the Quality Assurance Manager (QA Manager) to ensure that these procedures are utilized for all City of Bentonville projects. The Public Works Director supervises subordinate department and coordinates activities with all other departments and divisions. The Public Works Director reports directly to the Mayor, City Council and Citizens.

Each City of Bentonville EPA-funded project requires a Quality Assurance Team (QA Team) consisting of the QA Manager listed above, the Finance Director, the City Engineer, and the Project Manager. For example, the QA Team for the "Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas" project would consist of the Public Works Director (QA Manager); the Finance Director, the City Engineer, and the Project Manager.

Implementation of quality assurance processes for work processes and assessments developed for a specific City of Bentonville project is the responsibility of the Project Manager of that project. Quality control processes utilized during the exchange of data between the City of Bentonville and its affiliated consultants and contractors are implemented by the Project Manager of each project. Additionally, ensuring that quality control procedures are implemented in the collection and management of data for a specific City of Bentonville project is the responsibility of the Project Manager of that project. QA responsibilities at different levels are described below:

City of Bentonville Public Works Director (QA Manager)

- Oversees the preparation of the QMP.
- Assures the QMP is updated annually.
- Supervises and coordinates activities with the Quality Assurance Team.
- Updates the Directors, Mayor, City Council, and Citizens of project progress and changes.
- Conduct internal audits of all items pertaining to the project.

City of Bentonville Finance Director

- Coordinates the development, management, and planning of the annual budget and work program for each EPA-funded project within the relevant department or division.
- Monitors the purchasing, internal accounting and work order system for each EPA-funded project within the relevant department or division.
- Audits and approves procurement card purchase requests and reconciliations for accuracy and compliance with policy.
- Oversees budget for EPA-funded projects.
- Reviews and monitors financing documents to ensure each project expenditure is funded with the appropriate resource.
- Reviews payroll time sheets to minimize errors and ensure compliance with city policy and FLSA regulations.
- Provides financial guidance to the staff to ensure that each employee operates smoothly and efficiently, within budgetary limitations, and in compliance with city policy.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

- Prepares contracts and lease schedules relating to grants for the city's external auditors.
- Works with the city's external auditors to ensure compliance with the federal Single Audit requirements.

City of Bentonville City Engineer

- Provides guidance to Project Managers on complying with the QMP and, where necessary, preparing Quality Assurance Project Plans (QAPPs).
- Provides QA review of project design and/or project data as required.
- Provides guidance to Project Managers on procurement and budget compliance and management.
- Assists Project Managers with contract information, project billing review and project reimbursement review.
- Makes recommendations for process improvement, cost savings and internal controls. Provides assistance as needed in developing processes and enhancing controls, facilitating training and developing policies and procedures.
- Provides guidance to Project Managers on compliance with city, state and federal laws, ordinances and regulations.

City of Bentonville Project Manager

- Prepares or oversees the preparation of the QAPP for EPA-funded projects which includes a description of the methodologies to be used and indicates project milestones that will require a QA review.
- Oversees data collection, assessments, analyses and interpretation of the project results.
- Prepares procurement documents and City Council agenda requests for contract approvals.
- Prepares or oversees the preparation of construction documents and specifications for EPA-funded projects.
- Manages project construction and conducts field checks for compliance with codes and regulations.
- Manages budget for EPA-funded projects.
- Submits products to peer review as appropriate and coordinates responses to reviewers' comments.
- Oversees the quality assurance processes utilized in data collection, entry, and management by the City of Bentonville.
- Oversees the quality assurance processes utilized in data collection, entry, and management by engineers and other program staff.
- Implements quality control procedures in the exchange of data between the City of Bentonville and its affiliated consultants and contractors.
- Monitors construction values, project contingency values, consultant contract values and land acquisition costs to develop a comprehensive project budget and cash flow for EPA-funded projects.
- Maintains all contract files, reviews and approves all contract payments and change orders for compliance with contract documents.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

1.6 TECHNICAL ACTIVITIES AND PROGRAMS SUPPORTED

The QMP described in this document is utilized for EPA-funded projects involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services. The QA Manager and/or City Engineer shall periodically review any project schedule changes that may affect Quality Assurance (QA) review with Project Managers. When a project milestone is reached that requires a QA review, the Project Manager for that project has the responsibility of discussing the review with the QA Manager and/or City Engineer. Any substantive findings of the QA review shall be resolved by consultation between the Project Manager, City Engineer and the QA Manager before work on the project proceeds.

1.7 MANAGEMENT COMMITMENT

The Quality Assurance program for EPA-funded projects shall be supported by the City of Bentonville QA Manager and the Mayor. Sufficient resources shall be budgeted within the project to ensure that the QA Manager, City Engineer and individual Project Managers are able to fulfill their responsibilities under this plan. Project Managers will assure that the quality system is understood and implemented by developing QAPPs, providing them to staff working on the projects, and overseeing implementation of the plans.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 2 - QUALITY SYSTEM

2.1 PURPOSE

The purpose of this section is to document how the City of Bentonville manages its quality system. This section defines the primary responsibilities for managing and implementing each component of the system.

2.2 CITY OF BENTONVILLE QUALITY SYSTEM DESCRIPTION

The City of Bentonville QA System consists of:

- Advice and guidance by the QA Manager and/or City Engineer to staff preparing an application for EPA funding.
- Designation of the Project Manager by the QA Manager and/or City Engineer prior to submission of a grant proposal to the EPA.
- Preparation of a QAPP for an EPA-funded project by the designated Project Manager, and independent review of the plan by the QA Manager and/or QA Team.
- Evaluation of the data needed, sources for that data, software, expertise, staff, and any training needs for the project by the Project Manager.
- Periodic review by the Project Manager of project tasks including the collection, inventory, monitoring, assessment, evaluation, analyses and management of information.
- Periodic review by the Project Manager of the development of information products, data management tools, and environmental services, as well as the release of information generated by the EPA-funded project.
- Periodic review of the overall quality management system by the QA Manager and QA Team.
- Assurance by the QA Manager that the City of Bentonville QMP is updated and submitted to the EPA QA Manager annually.

2.3 QUALITY SYSTEM COMPONENTS

Components of the City of Bentonville quality system include:

Quality System Documentation: The Quality System documentation includes the QMP and the project QAPPs. A QAPP is to be prepared for each applicable project by the designated Project Manager, and reviewed by the QA Manager and/or QA Team. QAPPs shall include a detailed description of the methodologies to be used in the project as well as schedules that provide specific project milestones requiring QA review.

Annual Reviews and Planning: The QA Manager ensures that the City of Bentonville QMP is updated and submitted to the EPA QA Manager annually.

Management Assessments: Assessments include a periodic review, typically by the Project Manager and City Engineer, to ensure that standard methodologies and QA processes are utilized by City of Bentonville staff and its affiliated consultants and contractors.

CITY OF BENTONVILLE QUALITY MANAGEMENT PLAN

Training: All staff undergoes general compliance training to familiarize them with the City of Bentonville's procedures. The City Administration reviews all funding proposals to ensure, among other things, that the individuals proposing projects have the necessary academic and professional background for the nature of the work. Support staff must have the appropriate training and background to enable them to participate in funded projects. Project Managers and the City Engineer periodically identify the training needs of staff to ensure familiarity with pertinent methodologies and ensure that quality control procedures are utilized. Additional training specific to the project is provided or arranged as required.

Systematic Planning of Projects: The Quality Assurance Project Plan (QAPP) required for EPA-funded projects includes a work plan which outlines the planning, milestones, and expected outcomes of the project.

Project-Specific Quality Documentation: The QAPPs are prepared by Project Managers for their designated projects, and each provides a description of the methods and QA procedures that will be used for each project.

Project and Data Assessments: Project Managers and the City Engineer periodically evaluate projects and data derived from the projects to ensure reliability and quality before inclusion in the City of Bentonville records. Additionally, quality control procedures are utilized prior to publication or public release of data.

2.4 QUALITY SYSTEM TOOLS

The City of Bentonville quality system tools consist of:

Quality Management Plan: The QMP provides an overall system for implementing quality assurance policies.

Quality System Audits: The QA Manager will monitor and review all EPA-funded projects. Additionally, the Project Manager and the City Engineer perform periodic reviews to ensure that standard methodologies and QA processes are utilized by City of Bentonville staff and its affiliated consultants and contractors.

Training Plans: The City of Bentonville maintains and utilizes established policies, procedures, specifications, ordinances, and adopted codes that regulate how city employees operate within the City of Bentonville's overall organization. The QAPP should clearly identify the Policies and Procedures and Standard Operating Procedures to be used in the EPA-funded project. All staff training provides a means of assuring familiarity with the EPA approach to Quality Assurance management and assures compliance with City of Bentonville policies.

Quality Assurance Project Plans (QAPPs): QAPPs are prepared by Project Managers for their designated projects, and each provides a description of the methods and QA procedures that will be used in project work.

Data Verification and Validation: These are specific for each project and provide the means of ensuring that data assessment, evaluation and analyses will enable scientifically valid interpretations of data. All data methodologies are subject to review by the QA Manager and/or the QA Team.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 3 - PERSONNEL QUALIFICATIONS AND TRAINING

3.1 PURPOSE

The purpose of this section is to document the procedures for assuring that all personnel performing work for the City of Bentonville have the necessary skills to effectively accomplish their work.

3.2 STATEMENT OF POLICY

The City of Bentonville endeavors to ensure that its staff and affiliated consultants and contractors have the knowledge and skills required to fulfill their job responsibilities, including the collection, inventory, monitoring, assessment, evaluation, analyses and management of information and the development of information products, data management tools, and environmental services. In addition, some staff will be required to have specialized knowledge on the use of custom software applications, distribution modeling, and various other analyses. Further, familiarity with the City of Bentonville policies, methodologies, and any special requirements associated with EPA-funded projects is also required of staff and associated consultants and contractors.

3.3 ASSURING MINIMUM TRAINING AND SKILL-LEVEL

The Project Manager shall prepare and submit to the appropriate City of Bentonville Administration Staff a QAPP for the project that, among other things, identifies all critical staff needs. Critical staff are those individuals directly involved in the collection, inventory, monitoring, assessment, evaluation, analyses and management of information and the development of information products, data management tools, and environmental services.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 4 - PROCUREMENT OF ITEMS AND SERVICES

4.1 PURPOSE

The purpose of this section is to document the procedures for purchased items and services that directly affect the quality of environmental programs.

4.2 PROCUREMENT PROCEDURE

The City of Bentonville Finance Director oversees all purchases incurred through EPA-funded grants. This department is responsible for monitoring all financial activity to ensure compliance with applicable federal, state and awarding agency guidelines. Because project regulations are varied and complex, the City of Bentonville Finance Director, City Engineer and Project Manager will communicate on a regular basis regarding policies, procedures and related guidelines. The City of Bentonville requires that the Project Manager (or his/her designee) obtain a Purchase Order (P.O.) prior to purchasing any item through the City of Bentonville account.

4.3 REVIEW OF RESPONSES TO SOLICITATION

Specifications for all relevant purchases shall be prepared by the Project Manager as part of the QAPP. As such, all purchase of items and all procurement of services are subject to the review of the QA Manager and/or City Engineer to ensure that said items and services satisfy all technical and quality requirements for the project. Should purchases, other than those explicitly identified in the QAPP be proposed, review of purchase specifications should be made by the Project Manager prior to initiating the purchase.

4.4 QUALITY ASSURANCE FOR PROCURED ITEMS AND SERVICES

Once an item or service is procured, it shall be the responsibility of the Project Manager to examine the deliverables to verify that the item or service is of acceptable quality.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 5 - QUALITY DOCUMENTATION AND RECORDS

5.1 PURPOSE

The purpose of this section is to document appropriate controls for quality-related documents and records that are determined to be important to the mission of the City of Bentonville.

5.2 IDENTIFICATION OF DOCUMENTS REQUIRING CONTROL

The Project Manager, as part of the preparation of the QAPP, shall identify quality-related documents and records that require control. The QA Manager and/or City Engineer, as part of the QAPP review, may further expand the list of documents requiring control. All documents requiring control shall be listed in the QAPP and be subject to EPA review.

5.3 CONFORMANCE REVIEW AND APPROVAL

Documents and records prepared as part of quality system requirements and listed in an approved QAPP as requiring control shall be subject to a systematic procedure to ensure their conformance with all technical requirements. The QAPP shall indicate the names of individuals authorized to issue, authenticate, revise and approve such documents. Any changes in the list of individuals so authorized shall be communicated to EPA.

5.4 DOCUMENT MAINTENANCE

Duplicate copies shall be made of all quality-related documents that are required as part of a project. The Project Manager shall maintain such documents in a project file for a period of not less than three years following the completion of the project. The Project Manager will also maintain the official grant records for the project. Completion of the project shall mean the end of the grant contract. If required by EPA, copies of the quality-related documents shall be submitted to EPA as part of the final project report and other project closeout documentation.

5.5 ENSURING LEGAL COMPLIANCE

The Project Manager, in consultation with the QA Manager, the City Engineer and the Staff Attorney, shall be responsible for ensuring that the non-financial, substantive aspects of EPA-funded work are, and remain in, compliance with applicable statutory, regulatory and EPA requirements for documents and records.

5.6 DATA SHARING AND CONFIDENTIALITY PROCEDURES

The QAPP shall reference the relevant data sharing agreement(s) between City of Bentonville and any affiliated consultants or contractors that provide environmental data for use in the project. In addition, the QAPP shall describe any confidentiality procedures to be used when the project involves the assessment, aggregation, management, and analysis of sensitive data, and should specify the types of documentation to be maintained in association with data sensitivity, if appropriate.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 6 - COMPUTER HARDWARE AND SOFTWARE

6.1 PURPOSE

The purpose of this section is to document how the City of Bentonville ensures that computer hardware and software satisfy the City of Bentonville's requirements.

6.2 COMPUTER HARDWARE, SOFTWARE, AND DATA ACQUISITION

The City of Bentonville Information Technology (IT) Department provides oversight for the acquisition of computer hardware and software applications. Project Managers proposing the acquisition of computer hardware or software as specified and budgeted for the project will process their request through the IT Systems Manager. The Project Manager will be responsible for:

- Assessing and documenting any impacts of hardware and software changes.
- Evaluating and approving updated, expanded, or revised computer hardware and software to support data review and reporting activities.
- Ensuring that data and information managed and/or produced with computers will meet applicable project requirements.

6.3 TECHNICAL AND QUALITY REQUIREMENTS

The technical and quality requirements for computer hardware and software to be purchased for the project are prepared by the Project Manager and reviewed by the IT Systems Manager. The use of computer hardware and software for the project is not subject to further involvement by the IT Systems Manager unless requested by the Project Manager.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 7 - QUALITY PLANNING

7.1 PURPOSE

The purpose of this section is to document how individual data operations are planned within the City of Bentonville to ensure that data or information collected are of the needed and expected quality for the desired use.

7.2 PROJECT MANAGER INVOLVEMENT

The role of the QA Manager and/or City Engineer is limited to informing individuals preparing applications for EPA funding of the quality assurance requirements and advising Project Managers during the preparation of QAPPs of the need to incorporate systematic quality planning processes. Whenever the results of a project have the potential of directly impacting other decision-making processes, the QA Manager and/or City Engineer shall advise the Project Manager to seek the input of the affected parties during the preparation of the QAPP to ensure that the results are presented in a meaningful manner and meet the needs of the subsequent decision-makers. The QA Manager and/or City Engineer shall review the plan of work and periodic progress toward the completion of the funded project.

7.3 DETERMINING PROJECT GOALS AND OBJECTIVES

The proposal prepared for a project must identify the goals and objectives of that project. Due to the diversity of potential topics that may be proposed, no specific guidance is given to staff preparing proposals. However, all proposals are expected to include a clear statement of their purpose and, where applicable, the expected use of the information that is to be developed.

7.4 PROJECT SCHEDULING

General project schedules are to be provided as part of the proposal for project funding. More specific project schedules are to be developed as part of the QAPP for EPA-funded projects. Specific project schedules are to identify all applicable regulatory thresholds, contractual deliverables, the timing of resource needs (including staff, materials, equipment, and supplies), and any quality assurance intervals for QA Manager and/or City Engineer review.

7.5 DATA QUALITY NEEDS

The type and quantity of data needed, sources of data, means of obtaining data, methods for analyzing data, determination of how the data will be used to support project objectives, and the performance criteria to be used for measuring quality are to be identified by the Project Manager in the QAPP, and are subject to the review by the QA Manager and/or City Engineer.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 8 - IMPLEMENTATION OF WORK PROCESSES

8.1 PURPOSE

The purpose of this section is to document how work processes are implemented within the City of Bentonville to ensure that data or information collected are of the needed and expected quality for their desired use.

8.2 ENSURING WORK PERFORMANCE

The Project Manager will ensure that project work is performed according to the approved QAPP, and any other related planning and technical documents. The role of the QA Manager and/or City Engineer is that of oversight. As such, the QA Manager and/or City Engineer provides a substantive review of the QAPP and periodic technical review of the assessment, aggregations, and analytical procedures utilized for the project.

8.3 STANDARD OPERATING PROCEDURES

The City of Bentonville maintains and utilizes established policies, procedures, specifications, ordinances, and adopted codes that regulate how city employees operate within the City of Bentonville's overall organization. The QAPP should clearly identify the Policies and Procedures and Standard Operating Procedures to be used in the EPA-funded project.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 9 - QUALITY ASSESSMENT AND RESPONSE

9.1 PURPOSE

The purpose of this section is to document how the City of Bentonville determines the suitability and effectiveness of the implemented quality system and the quality performance of the environmental programs to which the quality system applies.

9.2 ANNUAL ASSESSMENT

No less than annually, an informal review of this QMP shall be performed, and the QMP revised if necessary and resubmitted to the EPA for review and reauthorization. The responsibility for ensuring the timely annual review of the QMP shall be that of the QA Manager. Comments shall be solicited from the Project Managers and/or City Engineer. The QA Manager will compile comments and make recommendations for changes to the QMP to the City Engineer or Project Manager.

This document shall be valid for a period of up to five years from the official date of publication. After five years, it shall either be reissued without change, revised, or withdrawn from the EPA Quality System.

9.3 CORRECTIVE ACTION

Should problems arise regarding the implementation of the QMP, or should there be changes to City of Bentonville staffing relative to the administration of the QMP, a review of the QMP will be undertaken, even if such review will occur at times other than that designated for the annual review. In such cases, comments will be solicited from persons that have direct experience with the QMP process and can provide the City of Bentonville Mayor and/or QA Manager with knowledgeable input regarding necessary changes. In the event of differences of opinion regarding aspects of the QMP, the Mayor shall ultimately determine what, if any, changes are necessary and appropriate to the QMP. Until such time as EPA has approved a modified QMP, the prior, approved QMP shall remain in effect.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 10 - QUALITY IMPROVEMENT

10.1 PURPOSE

The purpose of this section is to document how the City of Bentonville modifies and improves its quality system.

10.2 ADVERSE CONDITION IDENTIFICATION, PREVENTION, & CORRECTION

Quality system improvement is intended to be an on-going process. Project Managers as well as City of Bentonville staff working on projects may periodically note changes that can either prevent situations that would result in poor quality data, or improve the standard operating procedures, administrative processes, and quality assurance system. Recommendations for changes in quality systems that impact the QMP or related quality assurance/quality control systems shall be made to the QA Manager or City Engineer. The QA Manager shall take such recommendations under advisement in the annual assessment of the QMP and in other quality system activities.

10.3 PROCESS IMPROVEMENT COMMUNICATION

All users of data that are assessed, aggregated, and analyzed for EPA-funded projects shall be identified as part of a QAPP. Project Managers shall have the obligation of treating such users as "customers," and ascertaining the types of data, form of presentation and the likely use of information by such customers. Customer feedback shall be encouraged and, where appropriate, mechanisms for soliciting such input shall be identified in the QAPP.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

APPENDIX A - ORGANIZATIONAL CHART

THIS PAGE WILL BE REMOVED FROM THE DOCUMENT AND THE
ORGANIZATIONAL CHART WILL BE INSERTED IN ITS PLACE.

THIS PAGE WAS USED ONLY FOR THE TABLE OF CONTENTS

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

APPENDIX B - CONTACT LIST

CITY OF BENTONVILLE CONTACTS:

Bob McCaslin
City of Bentonville Mayor
117 West Central Ave.
Bentonville, AR 72712
(479) 271-5966

Camille Thompson
Staff Attorney
117 West Central Ave.
Bentonville, AR 72712
(479) 271-5966

Mike Bender
Public Works Director
305 SW "A" Street
Bentonville, AR 72712
(479) 271-6720

Ben Peters
City Engineer
305 SW "A" Street
Bentonville, AR 72712
(479) 271-3168

Denise Land
Finance Director
117 West Central Ave.
Bentonville, AR 72712
(479) 271-3118

Bryan Wick
Project Manager
305 SW "A" Street
Bentonville, AR 72712
(479) 271-3168

EPA CONTACTS:

EPA Region 6
Main Office
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202
(800)-887-6063

Donald Johnson
EPA QA Manager
1445 Ross Avenue
Suite 1200
Dallas, TX 75202-2733
(214) 665-8343

Sondra McDonald
Project Officer
1445 Ross Avenue
Suite 1200
Dallas, TX 75202-2733
(214) 665-7187

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A QUALITY MANAGEMENT
PLAN FOR EPA FUNDED PROJECTS FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That the Quality Management Plan as attached hereto as Exhibit A should
be and the same is hereby adopted.

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 _____, 2016.

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:

May 24, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Council approval of a resolution to apply for \$100,000.00 from the Surface Transportation Program - Attributable (STP-A) administered by the Northwest Arkansas Regional Planning Commission to fund the design and the environmental phase of the intersection of SW. "I" Street and Hwy 102 intersection. This is an 80/20 grant and the City of Bentonville will be required to match 20% (\$25,000.00) which will come out of Four Lane Sales Tax.

COST TO CITY:

Cost of this Request: \$25,000.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	25,000.00
Remaining After Adjustment	\$ 25,000.00

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: May 16, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	STP-A Grant	\$100,000.00		\$ 100,000.00
020-3820-430.73-80	Capital Street Construction		\$125,000.00	\$ (125,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 100,000.00	\$ 125,000.00	\$ (25,000.00)

Justification:

This request is to receive City Council's approval of accepting \$100,000 in STP-A funds from the Arkansas State Highway and Transportation Department. The City of Bentonville will be required to match 20% (\$25,000) for a total estimated cost of \$125,000 for design and environmental.

FOR ACTING USE ONLY

Council Action: ☒ Approved ☐ Disapproved ☐ Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, May 16, 2016
Re: Utilization of Federal-aid Funds for SW "I" St. Right Turn Lane

SW "I" St. is classified as an Arterial Street on the Master Street Plan. This is one of the main thoroughfares in the City of Bentonville that allows traffic to flow either north or south connecting different quadrants of the city. It has been noticed through observation that the north side of the intersection of HWY 102 and SW "I" Street is a congestion point, especially in the evening time hours. A dedicated right turn lane at this intersection, allowing traffic to turn west onto HWY 102, will decrease the congestion and allow for a better flow of traffic.

On November 23rd, 2015, NWARPC notified Mayor McCaslin that the City of Bentonville was awarded \$100,000 towards design, environmental and preliminary utilities of the project. This STP-A grant is an 80/20 grant and the City of Bentonville will be required to match 20% (\$25,000) which is planned to come out of the Four Lane Sales Tax.

On December 1st, 2015, a response letter was sent to AHTD acknowledging the funds and requesting that the Arkansas State Highway and Transportation Department begin project development.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30th, 2016. All required AHTD submittals and required approvals for this project should be completed by August 15th, 2016 in order to allow sufficient time to obligate the STP-A funds for the project.

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

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED MAR 07 2016

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



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Fax (501) 569-2400
www.arkansashighways.com

March 1, 2016

The Honorable Bob McCaslin
Mayor of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Re: SW I/Hwy. 102 Inters. Impvts.
(Bentonville)

Dear Mayor McCaslin:

Reference is made to your letter requesting that the Department begin project development on the SW I/Highway 102 Intersection Improvements project recently approved by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then you and the City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the resolution and Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to sign Attachment M and complete Attachment N.

If you have any questions, please contact Daniel Siskowski or Carlos Meredith at (501) 569-2261.

Sincerely,



Kevin Thornton
Assistant Chief Engineer – Planning

Enclosures

c: Deputy Director and Chief Engineer
Program Management
Consultant Contracts Administrator
Roadway Design
Transportation Planning and Policy
District 9
Mr. Jeff Hawkins, Executive Director – NWA Regional Planning Commission

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF BENTONVILLE
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Construction of the **SW I/Highway 102 Intersection Improvements**, (hereinafter be called the "Project") as a Federal-aid STP-Attributable project.

WHEREAS, funding in Moving Ahead for Progress in the 21st Century (MAP-21) Act and the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for certain city projects; and

WHEREAS, the **City of Bentonville** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>	
Preliminary Engineering by Consultant	80	20	
Right-of-Way/Utilities	80	20	
Construction	80	20	
Construction Engineering by Consultant	80	20	
Department Administrative Costs	80	20	; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
5. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
6. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
7. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
8. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

11. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D). **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
13. Submit plans at 30%, 60%, and 90% completion stages for Department review.
14. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
15. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
16. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
17. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
18. Prior to awarding the construction contract, submit a check for \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
19. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment H). The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day project operations, including project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visits and reviews the project on a daily basis;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
20. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
21. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual

and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

22. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment I). Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
24. Attach LPA Report of Daily Work Performed (Attachment J) for all days that correspond with each CCRR submittal.
25. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
26. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment K). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of

1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment L).
32. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
34. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment M), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Be responsible for all costs not provided by the Federal Highway Administration.
38. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds;
or
 - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
42. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
43. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment N).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Review environmental documentation as prepared by the Sponsor.
3. Review plans and specifications submitted by the Sponsor.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCR form (Attachment I). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).

12. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2016.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF BENTONVILLE

Scott E. Bennett, P.E.
Director of Highways and Transportation

Bob McCaslin
Mayor

George Spence
City Attorney

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

**LOCAL AGENCY
CONSULTANT SELECTION PROCEDURES**

Section I – Application

These procedures apply to federally funded contracts for engineering and design services for projects. The federal laws and regulations that govern the procurement of engineering and design related services with Federal-aid highway funds are:

- 23 U.S.C. 112 "Letting of contracts".
- 23 CFR 172 "Administration of Engineering and Design Related Service Contracts",
- 49 CFR 18 "Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments" or more commonly known as the "Common Rule",
- 40 U.S.C. Chapter 10 Subchapter VI, paragraphs 541-544 or commonly called the "Brooks Act".

In accordance with the above federal laws and regulations, the Arkansas State Highway and Transportation Department (AHTD) has approved these procedures for use by the Local Agency for the "competitive negotiation" method of procurement as defined in 23 CFR 172.5, Methods of Procurement.

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

These procedures do not apply to design-build Contracts.

Section II – Advertisement for Letters of Interest (LOIs).

The Local Agency may employ a consultant engineering firm when a need exists for engineering services and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the AHTD's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services. Interested firms must furnish a Letter of Interest with primary contact information and Architect-Engineer Qualifications Standard Form 330 Parts I and II. The advertisement will be for either a specific single project, a group of projects, or for an indefinite delivery of projects to be determined at a later date with specific task orders issued for each project.

When the Local Agency advertises a specific project, the advertisement will describe the work in general terms so that firms may evaluate their interest in performing the desired services.

When the Local Agency advertises a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When the Local Agency advertises for an indefinite delivery of projects with later specified task orders, the advertisement will include a general description of work for the project tasks.

Section III – Selection Committee.

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the LOIs and Proposals.

Section IV – Evaluation of LOIs.

The Committee will evaluate each consultant firm based on the following:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
Total Points for LOI		40

Following their review, the selection committee will prepare a short list of engineering firms and recommend to the Local Agency that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal (RFP).

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, the Local Agency will forward the scope of work statement to AHTD to forward to FHWA for review and approval before soliciting RFPs. A Local Agency's scope of work will typically include the following:

1. A detailed description of the work
2. Services that will be furnished by the Local Agency
3. Services expected of the consultant
4. Project conditions of the work
5. Special conditions of the work
6. Assurance of participation of Disadvantaged Business Enterprises (DBE) in Federal-aid projects. The Local Agency may establish a DBE goal of a certain percentage of the work for DBE's to assure DBE's participation in Federal-aid projects. When a DBE goal is specified, the Local Agency will ensure that a certified DBE(s) performs the identified engineering work and that the payments to the DBE(s) verify that the goal was reached. The establishment of a DBE goal does not preclude a DBE from being the prime consultant for the project.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information
2. A detailed work plan that identifies the major tasks of work
3. A list of major concerns associated with completing the work
4. A detailed work schedule for specific projects as requested
5. A manpower estimate for specific projects as requested
6. Updated Standard Form 330 Parts I and II if necessary

The Committee will review the proposals with particular attention to the following evaluation factors and the consideration of Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	10
2	Comprehensive, coherent, and detailed work plan	10
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
Total Points for Proposals		80

*Locality preference may be used on a project by project basis where it is not based on political boundaries.

Based on these various items, the Committee will rank the firms in order of preference and submit the list to the Local Agency who will either:

1. Select one firm to enter negotiations with;

2. Select multiple firms for an indefinite delivery contract; or
3. Select two or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranked list will be submitted to the Local Agency for review and final selection.

The contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to AHTD for the contract file.

Section VI – Negotiation and Contract Preparation.

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project. The other firms on the short list will be advised of the firm selected, subject to successful negotiations.

More than one firm may be selected for an indefinite delivery contract. The contract will establish a maximum cost for the contract as well as an expiration date. As individual task orders are issued, individual task order cost estimates will be negotiated.

The selected firm will prepare a draft contract based on a sample contract furnished by the AHTD. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the AHTD. The overhead rate shall be verified by an audit by a certified public accountant on behalf of the consultant if the contract exceeds \$250,000. If the contract is less than \$250,000, the overhead rate shall also be verified by an audit by a certified public accountant on behalf of the consultant if at least one of the following conditions applies:

1. when there is insufficient knowledge of the consultant's accounting system;
2. when there is previous unfavorable experience regarding the reliability of the consultant's accounting system; or
3. when the contract involves procurement of new equipment or supplies for which cost experience is lacking.

Pursuant to this requirement, the AHTD will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract amount that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those

negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again.

When the Local Agency and the consultant agree on a negotiated contract, the consultant will prepare a final draft and submit it to the Local Agency and AHTD for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for indefinite delivery contracts utilizing federal funds, the AHTD will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an indefinite delivery contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will execute the task order. The task order will subsequently be submitted to AHTD for final review and approval. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant. For projects with FHWA oversight, the AHTD will forward the initial and final drafts of the task order to FHWA for review and comment. The FHWA approves the final executed task order by stamp and signature and retains a copy.

Section VII – Monitoring the Contract.

The Local Agency may identify staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files.
2. Arrange and attend periodic progress meetings.
3. Coordinate reviews and approval actions with other agencies when necessary.

4. Review progress payments.
5. Coordinate questions from the consultant.
6. Negotiate any change or amendment to the contract and submit to AHTD for review and approval.
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the AHTD.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are free from defects in workmanship at the time of acceptance and that the work conforms to the requirements of the contract. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

**REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID SURFACE TRANSPORTATION PROGRAM PROJECTS**

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street. The Davis-Bacon wage rates will be provided by the Department.

CITY / COUNTY LETTERHEAD

JOB NUMBER
JOB DESCRIPTION
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) - (include Order of Possession date or date the Court Order was filed)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓ delete the statement in each pair that does not apply
There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) # ___ shown above include(s) # ___ (Permanent/Temporary Construction Easements) for ___ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____ Date: _____
(Type name)
(Type title)

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE FOR BIDS

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One reproducible set of plans and specifications.
2. A copy of the engineer's estimate of cost.
3. Copies of any technical specifications or special provisions.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications were developed using the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction (latest edition)* and standard drawings, and comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the City will promptly repay such funds to the Arkansas State Highway and Transportation Department (AHTD). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the City's gasoline tax allotment to the AHTD's RRA Fund upon notification by the Director of Highways and Transportation that such funds are due AHTD and have not been paid by the City.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas State Highway and Transportation Department, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:

“The Sponsor hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is not permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for AHTD construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to CONTRACTOR is requested.

Sincerely,

Mayor

City Attorney

Enclosures

Sponsor Letterhead

*(Designating Full-Time Employee
in Responsible Charge)*

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be _____. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/19/13
PAGE 1 OF 2 PAGES

Job No.: _____
 FAP: _____
 County: _____
 Job Name: _____
 Payee/Sponsor: _____
 address: _____
 Federal Tax ID No.: _____
 DATE: _____
 PAY REQUEST # _____
 FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount _____
- 2 Original Contract Amount _____
- 3 Net Changes by Change Orders _____
- 4 Present Contract Total _____
- 5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less) _____
- 6 Work Completed to Date _____
- 7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less) _____
- 8 Previous Reimbursements (Federal) _____

9 Amount Due this Estimate
 (subtract Line 8 from Line 7)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____
 Title: _____

Sponsor's CEO

Payment is requested from the Arkansas State Highway and Transportation Department for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____
 Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in
 Accordance with Project Agreement

Approved for Payment

PAID

Voucher No. _____

Resident Engineer _____

State Construction Engineer _____

Date: _____

Attachment I

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ – _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Number of Contractor's Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
<u>Comments</u>		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee
--

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor		Recommended for Acceptance in Accordance with Project Agreement
_____ Engineer/Architect	_____ AHTD Resident Engineer	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

49 CFR 18.42

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--(1) General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the

end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--(1) Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

[Revised as of October 1, 1997]

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bob McCaslin
Mayor of Bentonville

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (hereinafter called AHTD (the Arkansas State Highway and Transportation Department)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **AHTD is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to AHTD in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: _____

Parent (if applicable) – DUNS Number: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes / No (Circle one)

If "Yes" is selected, answer (C).

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes / No (Circle one)

*If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C",** complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____
2. Name: _____ Amount: \$ _____
3. Name: _____ Amount: \$ _____
4. Name: _____ Amount: \$ _____
5. Name: _____ Amount: \$ _____

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

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

SW I/Highway 102 Intersection Improvements

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

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

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

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

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

THIS RESOLUTION adopted this _____ day of _____, 2016.

Bob McCaslin
Mayor of Bentonville

ATTEST: _____
(SEAL) Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

Budget Adjustment Request moving Technology Funds previously setaside from monthly fine payments (as provided for in Arkansas State Statute 16-13-704) and moving them to the District Court Capital Software account. These funds will be used to upgrade SQL software and to migrate our data to a new server.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	5,650
Remaining After Adjustment	\$ 5,650

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





From: Dennis Hayes
Sent: Wednesday, May 04, 2016 9:04 AM
To: Jennifer Jones
Subject: PTS Solutions Migration

Good morning Jennifer,

I spoke with Jamie Peay of PTS Solutions today regarding moving the application to supported windows software
They can provide services to migrate the application and database remotely for a fee of \$400 + TAX. They would need a couple of weeks' notice to get it on the Calendar

Other Costs

The Server would be Windows 2012 R2 and being virtual there is no fee for this
The SQL would be SQL Standard 2014 (Core licensing) would be \$4,726 + TAX

If you would like to proceed, I can order the SQL and create the sever (just need account number to create po request)
Jamie recommended you send him an email for a formal proposal and then you can schedule the upgrade
The upgrade would be done remotely with PTS but we'd work with them during the process.

Give me a call or email if you have any questions

Thanks

Dennis

Support info from PTS

pts <pts@ptssolutions.com>

Follow up.

You replied to this message on 4/29/2016 9:23 AM.

Sent: Thu 4/28/2016 11:06 AM

To: Jennifer Jones

Good Morning,

I wanted to share some information you may already be aware of, but I wanted to remind everyone of our policy regarding potential customer service issues on products no longer supported by their manufacturers.

As stated in our maintenance agreement, PTS Solutions is not able to provide support any product that is not supported by the original manufacturer.

For example, Microsoft ended Windows XP support on April 8th, 2014. This means that Microsoft is not offering any updates, bug fixes or security updates for the XP operating system. Windows XP is no longer considered a CJIS compliant operating system by the DOJ/FBI. As a result, PTS Solutions does not support customer service issues related to Windows XP. We advise our clients to upgrade existing XP systems to at least Windows 7 or to another product currently supported by the manufacturer.

<https://www.microsoft.com/en-us/WindowsForBusiness/end-of-xp-support>

If you are planning to move to a new server soon, please remember the following:

The latest versions of Windows Server (Windows Server 2012 and 2016) do not support MS SQL 2005. If you are migrating to a new server and are running MS SQL 2005 you will have to upgrade to MS SQL 2014. Microsoft ended support for MS SQL 2005 this month.

<https://www.microsoft.com/en-us/server-cloud/products/sql-server-2005/>

Please forward this message to your IT staff or persons in charge of your system upgrades if you are not the responsible party.

Thanks for your time and let me know if you have any questions,



Jamie Peay | Vice President of Operations

PTS Solutions, Inc.

tel 888-388-1505 cell 225-588-3673 fax 318-744-5901



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a budget adjustment accepting a grant from the Walton Family Foundation in the amount of \$1,650,000 for the construction of pedestrian tunnels at the intersection of SE 8th and SE "J" Streets. The construction of the tunnels will be inclusive of the water/sewer line relocation contract for the 8th Street Improvements project. See attached budget adjustment form, signed grant application, and exhibits.

COST TO CITY:

Cost of this Request: N/A

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



REQUEST FOR WAIVER OF BID

Date	<u>5-19,2016</u>		
Requested by:	<u>Mike Churchwell</u>		
Department:	<u>Transportation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Relocation of Electric Facilities</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Carroll Electric Cooperative</u>		
	<u>Berryville, Arkansas</u>		
	<u></u>		
Amount:	Base Amount:	<u>\$61,693</u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$ 61,693.00	
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This waiver of bid is requested so Carroll Electric can relocate their poles and service lines for the City project to improve the itnersection of Elm Tree Road and Hwy 72.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

MEMORANDUM

Date: May 13, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Elm Tree/Hwy 72 Int. Imp. Project - Carroll Electric Relocation Agmt.

Carroll Electric will be required to move several of their poles and power lines as a result of the intersection improvements we are making at the intersection of Elm Tree Road and Hwy 72. The attached agreement is actual cost agreement, i.e. the number on the agreement is a best estimate and the actual cost will be determined after the relocation is completed. Our experience is that these estimates are usually very close to final actual cost and in many cases the actual cost is less than the estimate.

RELOCATION AGREEMENT

Actual Cost Agreement

Between

The City of Bentonville

And

Carroll Electric Cooperative Corporation

Carroll Electric Cooperative Corporation and The City of Bentonville do both agree to the following agreement and cost estimate for the Highway 72 & Elm Tree Road Intersection Relocate:

See Attached

Owner will not commence work until authorized by the City and will then endeavor to begin within 45 days and will complete within 30 days thereafter. The City will be invoiced on an actual cost basis once project is finished.

The City of Bentonville

Carroll Electric Cooperative Corp.

Date

Date

ARKANSAS-18-CARROLL
RELOCATION OF ELECTRIC FACILITIES
BY
CARROLL ELECTRIC COOPERATIVE CORPORATION
BERRYVILLE, ARKANSAS
FOR
ELM TREE STREET & HWY 72 RM BENTONVILLE
IN
BENTON COUNTY, ARKANSAS
JOB NO. WO #6160034

REVISED 04-13-16 PRELIMINARY

Prepared By

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET - JOPLIN, MISSOURI 64804
PH: (417)680-7200 FAX: (417)680-7300
ARKANSAS CERTIFICATE OF AUTHORITY NUMBER 427 PE/LS
EXPIRES 12/31/2016

CARROLL ELECTRIC COOPERATIVE CORPORATION
BERRYVILLE, ARKANSAS
COST ESTIMATE FOR ROAD MOVE
U.S. ROUTE ELM TREE STREET & HWY 72 RM BENTONVILLE
COUNTY BENTON
JOB NO. WO #6160034

REVISED 04-13-16 PRELIMINARY

SUMMARY OF COSTS

PROPOSED RELOCATION

1. Material to be Installed	\$	12,688.37
2. Labor of Installation	\$	17,838.54
3. Labor of Removal	\$	3,406.37
4. Salvage	\$	(192.20)
Subtotal	\$	33,741.08
5. Right-of-Way Clearing	\$	4,500.00
6. Preliminary Estimate & Construction Engineering (Includes Right-of-Way Procurement)	\$	18,452.12
7. Cooperative Costs (Includes Supervision, Accounting, Right-of-Way Procurement, Switching, Overhead & Transportation) @ approximately Direct Labor @ 200% Overhead and Equipment Charges.....	\$	5,000.00
8. Net Cost of Facility	\$	<u>61,693.20</u>

REVISED 04-13-16 PRELIMINARY

1. MATERIAL: **ELM TREE STREET & HWY 72 RM BENTONVILLE - WO #6160034**
Sheet 1 of 4

a. Material to be installed:

UNIT	QUANTITY	UNIT MATERIAL	TOTAL MATERIAL
POLES:			
N(30-5)	1	146.12	\$ 146.12
N(35-4)	1	221.84	221.84
N(40-4)	2	283.76	567.52
N(45-3)	1	372.33	372.33
N(50-1)	2	609.00	1,218.00
N(55-1)	1	678.00	678.00
PRIMARY ASSEMBLIES - 1ø:			
N(VA1.011)	10	35.67	356.70
PRIMARY ASSEMBLIES - 3ø:			
N(VC2.21L)	2	371.22	742.44
N(VC2.51L)	2	460.22	920.44
N(VC5.71)	1	604.36	604.36
N(VC6.71)	1	797.70	797.70
N(VC6.713)	2	797.70	1,595.40
CONDUCTOR:			
N(D#1/0 ACSR)	1.086	240.00 /M'	260.64
N(D#4/0 ACSR)	2.754	470.00 /M'	1,294.38
GUY ASSEMBLIES:			
N(E2.01L)	2	135.22	270.44
N(E2.1)	4	90.63	362.52
N(E2.1L)	6	133.02	798.12
N(E3.10)	10	4.04	40.40
N(E5.10.54)	1	33.55	33.55
ANCHOR ASSEMBLIES:			
N(F1.14)	6	106.80	640.80
N(F2.10)	4	68.87	275.48
GROUNDING & MISCELLANEOUS ASSEMBLIES:			
N(H1.1X)	4	20.20	80.80
N(M55P)	9	8.71	78.39
N(P2.1)	8	41.50	332.00

TOTAL MATERIAL OF INSTALLATION \$ 12,688.37

REVISED 04-13-16 PRELIMINARY

2. LABOR: **ELM TREE STREET & HWY 72 RM BENTONVILLE - WO #6160034**
Sheet 2 of 4

a. Labor of Installation:

UNIT	QUANTITY	UNIT LABOR	TOTAL LABOR
POLES:			
N(30-5)	1	540.75	\$ 540.75
N(35-4)	1	566.50	566.50
N(40-4)	2	618.00	1,236.00
N(45-3)	1	669.50	669.50
N(50-1)	2	746.75	1,493.50
N(55-1)	1	798.25	798.25
PRIMARY ASSEMBLIES - 1ø:			
N(VA1.011)	10	30.90	309.00
PRIMARY ASSEMBLIES - 3ø:			
N(VC2.21L)	2	303.85	607.70
N(VC2.51L)	2	319.30	638.60
N(VC5.71)	1	618.00	618.00
N(VC6.71)	1	669.50	669.50
N(VC6.713)	2	669.50	1,339.00
CONDUCTOR:			
N(D#1/0 ACSR)	1.086	612.85 /M'	665.56
N(D#4/0 ACSR)	2.754	721.00 /M'	1,985.63
GUY ASSEMBLIES:			
N(E2.01L)	2	144.20	288.40
N(E2.1)	4	97.85	391.40
N(E2.1L)	6	103.00	618.00
N(E3.10)	10	10.30	103.00
N(E5.10.54)	1	97.85	97.85
ANCHOR ASSEMBLIES:			
N(F1.14)	6	309.00	1,854.00
N(F2.10)	4	231.75	927.00
GROUNDING & MISCELLANEOUS ASSEMBLIES:			
N(H1.1X)	4	41.20	164.80
N(M55P)	9	103.00	927.00
N(P2.1)	8	41.20	329.60
TOTAL LABOR OF INSTALLATION			\$ 17,838.54

REVISED 04-13-16 PRELIMINARY

3. LABOR: ELM TREE STREET & HWY 72 RM BENTONVILLE - WO #6160034
Sheet 3 of 4

a. Labor of Removal:

UNIT	QUANTITY	UNIT LABOR	TOTAL LABOR
POLES:			
I(30' POLES)	1	128.75	\$ 128.75
I(40' POLES)	4	128.75	515.00
PRIMARY ASSEMBLIES - 1ø:			
I(C1.11L)	1	92.70	92.70
I(VC1.11L)	4	92.70	370.80
I(C5.31)	1	303.85	303.85
CONDUCTOR:			
I(D#1/0 ACSR)	1.133	360.50 /M'	408.45
I(D#4/0 ACSR)	2.739	412.00 /M'	1,128.47
GUY ASSEMBLIES:			
I(E2.01)	2	66.95	133.90
I(E2.1)	2	66.95	133.90
I(E3.10)	2	66.95	133.90
ANCHOR ASSEMBLIES:			
I(F1.10)	1	36.05	36.05
GROUNDING & MISCELLANEOUS ASSEMBLIES:			
I(H1.1X)	2	0.00	0.00
I(K1.3)	1	20.60	20.60
I(P2.1)	5	0.00	0.00
TOTAL LABOR OF REMOVAL \$			3,406.37

REVISED 04-13-16 PRELIMINARY

4. MATERIAL SALVAGE: ELM TREE STREET & HWY 72 RM BENTONVILLE - WO #6160034
Sheet 4 of 4

a. Material to be Removed:

UNIT	QUANTITY	UNIT SALVAGE	TOTAL SALVAGE
1(D#1/0 ACSR)(1.133/m' X 145/# per m') =	164 #	0.20 /#	\$ 32.80
1(D#4/0 ACSR)(2.739/m' X 291/# per m') =	797 #	0.20 /#	159.40
TOTAL MATERIAL SALVAGE \$			192.20

Reference Pg. 2 Paragraph 1(b). Miscellaneous material that can be placed back into stock will reduce the cost of the project but those sub-unit quantities are unknown at this time.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORPORATION FOR THE RELOCATION OF ELECTRIC SERVICES, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND DECLARING AN EMERGENCY.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Carroll Electric Cooperative Corporation for the relocation of electric facilities associated with the Elm Tree/Hwy 72 Intersection Improvement Project, in an amount not to exceed \$61,693.20, as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because the lines are the property of Carroll Electric and must be relocated exclusively by Carroll Electric or their agents, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

Section 3: That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2016.

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:

May 24, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a budget adjustment accepting a grant from the Walton Family Foundation in the amount of \$1,650,000 for the construction of pedestrian tunnels at the intersection of SE 8th and SE "J" Streets. The construction of the tunnels will be inclusive of the water/sewer line relocation contract for the 8th Street Improvements project. See attached budget adjustment form, signed grant application, and exhibits.

COST TO CITY:

Cost of this Request: N/A

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



The
WALTON FAMILY
FOUNDATION

P.O. Box 2030 | Bentonville, AR 72712-2030
479.464.1570 phone | 479.464.1580 fax
www.waltonfamilyfoundation.org

May 11, 2016

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

RE: Grant #2015-1282

Dear Mayor McCaslin,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved a two-year grant in the amount of up to \$1,650,000.00 to the City of Bentonville ("Grantee"). The project term will be May 13, 2016 to July 1, 2017. This grant supersedes and replaces the Walton Family Foundation grant dated March 15, 2016, which becomes null and void upon execution of this grant. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to provide funding for the construction of a pedestrian tunnel crossing of 8th and J Streets in Bentonville, AR. The City of Bentonville will oversee the bidding, contractor selection and construction of this project. This grant is more fully described in Grantee's proposal dated October 5, 2015. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount:** Up to One Million, Six Hundred Fifty Thousand Dollars (\$1,650,000.00).

Grant payment will be made as follows:

Installment	Amount	Date
#1	Up to \$1,650,000.00	Per terms listed in paragraph 3.

3. **Payable:** This grant shall be eligible for payment on or before June 30, 2017, contingent upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein as well as Foundation review of all costs associated with project and review and acceptance of Grantee's recommendation of the winner of a competitive bid. At acceptance of the winning bid a payment shall be made to Grantee in the amount of up to 100% of winning bid including all other costs associated with right-of-way acquisition, not to exceed grant amount. Should the full project costs including winning bid amount and cost of right-of-way exceed grant amount, the Foundation will consider whether to invite the Grantee to apply for an additional grant to cover the difference in winning bid and grant amount reflected herein.

The Foundation agrees to compensate grantee up to 100% of the costs of up to two replacement pumps not to exceed \$30,000 (total) in the event of a pump failure, for a period of five years from the time that the tunnel is officially open to the public. If a pump failure occurs, Grantee will submit documentation to Foundation and upon inspection by a Foundation consultant, a payment will be remitted to Grantee.

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

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period").

Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

Report Date	Report Type
7/31/2017	Final Financial and Narrative

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

The report will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2015-1282 on all reports submitted.

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

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

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

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

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

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

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

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

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

(a) Grantee fails to comply with the terms of this letter; or

(b) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Without waiving immunity pursuant to law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the

Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions.

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

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

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

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2015-1282 in your communication.

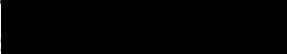
By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by May 23, 2016 the Foundation will consider the Grantee to have declined the grant.

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

Sincerely,


Buddy D. Philpot
Executive Director

ACKNOWLEDGED AND AGREED

By  2016 | 8:45:38 AM CT
Mayor Bob McCaslin (Date)
City of Bentonville

**Appendix A: City of Bentonville
Regional Greenway Pedestrian Tunnel at 8th and J Streets**

Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Completion of a pedestrian tunnel at 8th and J Streets in Bentonville.		
Outputs		
The City of Bentonville will ensure the construction of a 250 LF pedestrian tunnel that is a minimum of 12' wide and 9' high and is built to design specifications as outlined in proposal dated 10/5/2015 for the Razorback Regional Greenway at 8 th and J Streets in Bentonville, AR. The tunnel will also include an additional 635 LF of ramp structures required for ingress and egress of the tunnel. The tunnel will be pre-cast where feasible.	6/30/2017	Program records
The City of Bentonville will fully acquire all rights-of-way and/or easements required for the tunnel portion of the project.	12/31/2016	Program records
The City of Bentonville will ensure the approval of all required permits for the tunnel portion of the project.	12/31/2016	Program records
Outcomes		
The City of Bentonville will commit to manage and maintain this section of trail to the same standards as the Razorback Regional Greenway.	12/31/2016	Letter signed by Mayor

Appendix:

The expense associated with the design and engineering for the tunnel is being provided by the Bentonville Bella Vista Trailblazers. Additional changes and revisions to the design plans will be recommended by the Trailblazers with approval by Grantee staff (Engineering team).

Authorization for Direct Deposit via ACH (ACH Credits)

City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

I hereby authorize The Walton Family Foundation ("WFF") to electronically credit grant payments to the following account and if necessary, to electronically debit the account to correct erroneous credits.

The account is located at the depository financial institution named below:

Financial Institution Name Arvest Bank



Name on Account Street Fund Operating

***Please make sure this Routing Number accepts ACH transactions.**

WFF will provide transaction notification electronically at the email address provided below.

Contact name Jake Harper email address jharper@bentonvillear.com

I understand that this authorization will remain in full force and effect until either party cancels this authorization. I/we will notify WFF in writing by mail to P.O. Box 2030, Bentonville, AR 72712-2030 if I/we wish to revoke this authorization. I/We understand that WFF requires at least 1 week prior notice in order to cancel this authorization.

Name: Bob McCaslin

Title: Mayor

Signature



Date 5/12/2016 | 8:45:38 AM CT



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 13, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An Ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "F" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waving the requirements of competitive bidding.

COST TO CITY:

Cost of this Request: \$80,155

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



REQUEST FOR WAIVER OF BID

Date	<u>5/13/2016</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Substation Relay Panel</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>DBA AZZ</u>		
	<u>7911 Old US Hwy 54</u>		
	<u>Fulton, MO 65251</u>		
Amount:	Base Amount:	\$	<u>80,155.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>80,155.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This will upgrade the 15-yr old relay panel in "F" Sub to the same standard as all other substations in the City. AZZ is the supplier of all other relay panels within the substations.			
		<u>Director of Finance & Administration</u>	
Department Head			
Revised 6-18-99			

M E M O R A N D U M

DATE: May 13, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Ordinance for the Mayor and City Council to
enter into an agreement with AZZ to upgrade
Relay Panels at "F" Sub

The Electric Department recommends entering into a contract with DBA AZZ Switchgear Systems and waiving the requirements of competitive bidding for the upgrade of the relay panels at "F" Sub in the amount of \$80,155. The existing relays are 15-yrs old and this equipment is the current standard within the rest of the system. AZZ has supplied all other upgraded relays within the city's substations.

This is a 2016 budgeted item.

Ref No: 15-09-25-01 REV 2
Date: 4/26/2016

PROPOSAL



City of Bentonville, AR
For Substation F Relay Panels (3)

Prepared by:

Travis J. Phipps

AZZ Switchgear Systems – Med. Voltage Switchgear

Phone: 573.592.1297

Email: travisphipps@azz.com





4/26/2016

City of Bentonville, AR

Attn: Mr. Wayman Thurman

Ref: AZZ Switchgear Systems Proposal No. 15-09-25-01 REV 2

Dear Mr. Thurman,

Thank you for sending your Request for Proposal to AZZ. In accordance with our interpretation of your plans and specifications, we are pleased to offer our proposal for the following equipment and services:

Item 1: Substation F Relay Panels (3)

The equipment we propose to supply will be designed, constructed and tested in accordance with your inquiry and the documents, which you have provided.

You will find additional attachments enclosed that supplement the information contained in our proposal. These include any information which you have specifically requested be included with our proposal and are identified at the end of this cover letter. With the exception of any comments contained in our proposal (or its attachments) that may be at variance with your requirements, our proposal is in strict accordance with your inquiry and specifications.

Upon your receipt and review of this proposal, we request the opportunity to meet with you to discuss the merits of what we have offered and how we intend to meet your requirements. Please accept our invitation to visit [AZZ Switchgear System's headquarters in Fulton, Missouri](#) for a complete review of our engineering, manufacturing and testing capabilities.

AZZ INC. | SWITCHGEAR SYSTEMS
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



If you have any questions concerning this proposal or require further information,
please contact your local AZZ Switchgear Systems authorized sales representative:

Tom Williams
H.V. Sales Company, Inc.
9245 Poplar Ave Suite 8 #143
Germantown, TN 38138
Phone: 1 (901) 748-0562
Fax: 1 (901) 748-0564
Email: twilliams@hvsales.com

Sincerely,



AZZ
Travis J. Phipps
Sales Engineer

Attachments: Pricing Summary
Commercial Section
Technical Section
AZZ Installation and Service Price Schedule
AZZ Painting Procedure
Preliminary Bill of Material

c: Tom Williams, AZZ Switchgear Systems Sales Representative
Joe Hollerbach, AZZ Regional Sales Manager

AZZ INC. | SWITCHGEAR SYSTEMS
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



PRICING SUMMARY

AZZ Switchgear Systems Proposal No. 15-09-25-01 REV 2

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1	Substation F Relay Panels (3)	\$80,155

Drawing and Delivery Times

Shipment can be made within 14-16 weeks of receipt of your approved drawings at AZZ and release to manufacture. These estimates do not include the time required for your review and approval of drawings. Please add the time anticipated for review and approval in order to obtain the total estimated project shipping time. Drawing and shipment times are based upon Engineering and Shop loading at time of proposal. Please obtain firm time commitments from AZZ at time of order placement.

Payment terms are net 30 days from date of invoice, net 100%

Clarifications:

The proposal includes complete mounting and wiring of all equipment per the customer provided schematics, wiring diagrams and panel layout.

The following breakdown pricing is provided as requested in the RFP:

- Panel Fabrication only \$20,719
- Devices \$40,883
- Wiring \$18,553



COMMERCIAL SECTION

AZZ Switchgear Systems Proposal No. 15-09-25-01 REV 2

1. Unless otherwise noted, this quotation is per the AZZ Inc. Standard Terms and Conditions of sale, dated 11/10/10, Rev. 0 attached and made part of our proposal and price.
2. Resulting orders shall be addressed as follows:

AZZ
7911 Old US Hwy 54
Fulton, MO 65251
3. Our warranty covers a period of twelve (12) months from date of energization or eighteen (18) months from date of shipment, whichever occurs first or other period of time as agreed to in the purchase order. No in-and-out charges nor consequential damages are covered. AZZ indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.
4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.
5. Should the Purchaser request that AZZ delay shipment, once manufacturing and testing are completed, AZZ will store such equipment, subject to the following conditions:
 - a. Upon completion, the Purchaser will allow AZZ to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.
 - b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.
 - c. Purchaser agrees to pay AZZ applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.
 - d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.

AZZ INC. | SWITCHGEAR SYSTEMS
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, AZZ will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.
7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.
8. Buyer acknowledges and agrees with the issue of a Purchase Order, that AZZ shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond AZZ's reasonable control and that AZZ shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.
9. This proposal is valid for 30 days.
10. Prices are firm for quoted shipment.



TECHNICAL SECTION

AZZ Switchgear Systems Proposal No. 15-09-25-01 REV 2

1. Equipment offered will be designed and manufactured to appropriate ANSI, IEEE, and NEMA Standards.
2. All equipment will be tested in accordance with applicable ANSI production test standards prior to shipment. The Purchaser, or his designee, is welcome to inspect equipment prior to shipment at no additional cost.
3. Unless specified elsewhere in our proposal, no special, non-standard or other design tests have been included in our proposal.
4. We have not included any short circuit, relay coordination, or other system studies in our proposal.
5. No seismic calculations or seismic testing for the equipment proposed has been included. However, the equipment will be designed and manufactured for installation in the seismic zone that has been specified.
6. We have enclosed a Preliminary Bill of Material covering the equipment we are offering. Please review this information to confirm that we have interpreted your requirements accurately. Please note that this information is not intended to be all-inclusive, nor exclusive to what may be required to meet your specifications. The intent of our proposal is to comply with all of your specification requirements. The only exception to this would be any items that we may have specifically listed herein as not conforming to your specification.
7. Equipment will be painted per attached AZZ paint standards. Our painting methods are in full compliance with current EPA and OSHA requirements.
8. It is our intent to comply with all ANSI and NEMA standards, as well as federal laws and regulations that apply to the equipment proposed herein. We are also willing to comply with any local laws or other regulations that may apply to the proposed equipment. However, it is the responsibility of the Purchaser to advise AZZ what these laws and regulations are, in writing, prior to order entry.



Domestic Field Engineering Rate Schedule

Service Type	Straight Time	Overtime & Saturdays	Sundays & Holidays
Technician	\$140.00/Hour	\$210.00/Hour	\$280.00/Hour
Engineer	\$155.00/Hour	\$232.50/Hour	\$310.00/Hour

Straight Time is defined as time worked on a regular schedule of eight hours between 7:00AM and 6:00PM, Monday through Friday.

Overtime is defined as work performed in excess of eight hours or at times other than the regular Straight Time schedule, Monday through Friday.

Holidays are days that are scheduled as holidays for AZZ personnel.

Travel time will be invoiced at the Straight Time rate for each hour of travel to and from the work site during any day of the week. Time is calculated portal to portal.

Minimum billing will be four (4) hours on any day that service is rendered. Fractions of an hour worked will be treated as whole hours.

Travel, living and incidental expenses will be invoiced at actual cost plus a 10% handling charge. Parts supplied or used will be invoiced at the prevailing price for such parts. Rental of equipment needed to perform the work will be invoiced at cost plus a 10% handling charge.

All field engineering work performed by AZZ Switchgear Systems personnel is fully warranted and guaranteed.

A two (2) week advance notice for scheduling of field service is required, except in cases of emergency.

Payment for field engineering work is due and payable upon receipt of AZZ Switchgear Systems invoice and support documentation.

Buyer acknowledges and agrees with the issue of a Purchase Order, that AZZ shall not be liable in any way for delay in unloading, rigging, install and assembly of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the Buyer, Buyer's failure to provide unimpeded site access, or any other event beyond AZZ's reasonable control and that AZZ shall be excused, discharged and released of performance to the extent such performance is limited or prevented without liability for damages of any kind.



Domestic Field Engineering Rate Schedule

If AZZ Switchgear Systems Field Personnel are at the work site and available to work, but are prevented from performing work through no fault of their own, such time will be invoiced as if they had been working.

Any and all safety or other training required by AZZ personnel before and during access to on-site service work that requires additional time (not communicated to Seller initially) shall be billed to the Buyer as an additional expense.



AZZ Switchgear Systems Paint Procedures

1. AZZ Switchgear Systems purchases only top quality hot rolled, pickled and oiled steel. The pickling process removes scale and other surface impurities that exist after the rolling process. After pickling, the steel is coated with oil to inhibit corrosion.
2. After the enclosure has completed fabrication, it is prepared for the prime coating using the following process:
3. All welds and hard-to-reach areas are power cleaned with a steel wire wheel.
4. A power grinder is used to remove any corrosion, weld splatter, rust, scale or other detrimental foreign matter.
5. All enclosures are then cleaned with a phosphatizing solution mixed with water at 130 degrees F and sprayed at a pressure of 1,000 psi, which cleans and etches the surfaces. The enclosure is then thoroughly rinsed with water to remove all residues.
6. The enclosure is moved to the drying area to air dry.
7. After the enclosure is completely air dried, it is moved into the paint booth where a tack cloth is used to remove any dust or other contamination that may have settled on the surface during air dry.
8. AZZ Switchgear Systems' standard exterior paint is a two-coat system. The primer is a two component epoxy primer. This is a high solids primer with an excellent balance of hardness, flexibility, and toughness. This coating is applied with an electrostatic spray gun to a minimum Dry Film Thickness (DFT) of 3.0 to 4.0 mils on all exterior surfaces.
9. AZZ Switchgear Systems' standard top coat is a high-solid, high-film build, two component polyurethane paint. This paint exhibits excellent gloss and color retention during its extended service life. The top coat is also applied with an electrostatic spray gun to a minimum DFT of 3.0 to 4.0 mils on all exterior surfaces.
10. The painted surface is allowed to dry, after which a paint inspection is performed to check for a quality finish to ensure uniformity and smoothness. The Dry Film Thickness is measured using an electronic type magnetic paint gauge. For exterior surfaces, a DFT of 6.0 to 8.0 mils is required.
11. AZZ Switchgear Systems' standard interior paint is a direct to metal application that is applied electrostatically. The interior paint system is a high solid, high-film build, two component polyurethane paint. This coating is applied to a minimum Dry Film Thickness of 2.0 to 4.0 mils.

**City of Bentonville
Substation F
Preliminary Bill of Material**

Description	Qty
Panel	3
1/4"x1" PNL GROUND BUS	1
NAMEPLATES	Lot
UNISTRUT per 8 Ft.	Lot
GROMMETTED HOLE	Lot
LUGS-GROUNDING (EACH)	Lot
LIGHT PORCELAIN & SWITCH	1

Description	Qty
Components	
1, Basler, BE1-CDS240-2E3NIHINOAO	1
3, Basler, BE1-11F5A1M4H2N0E00	6
4, Electroswitch, 7805D	1
5, Bitronics, M653M3P5110P	1
8, Electroswitch, 8857DA	6
9, ABB, C129A539G01	7
10, ABB, C774B430G22	1
12, ABB, C498A010G01	8
13, GE, 116B6708G3E	6
14, GE, 116B6708G3D	6
15, GE, 116B6708G3B	1
16, GE, 116B6708G3A	1
17, GE, EB25B12	39
18, GE, EB27B04S	19
19, LEDtronics, BF3127-0CW-130B	14
20, Cutler Hammer, 8396K107	15
21, Bussman, H25030-2S	9
22, Bussman, H25030-3S	1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH FOR THE PURCHASE OF CERTAIN RELAY PANELS FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of certain relay panels for the City of Bentonville Electric Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because these items are required to standardize substations in the City, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

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:

May 10, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds to reroute a portion of the Razorback Regional Greenway between SE 13th Court and SE 18th Street by constructing a shared use path and a bike/pedestrian tunnel at Highway 102. Design and construction costs are estimated at \$2.5 million and the grant request is for \$500,000 (the maximum award allowed). This is a reimbursable 80/20 matching grant with a 1% AHTD administration fee. Funds for engineering cost, the local match and the 1% AHTD administration fee, totaling \$2,022,500, will be provided by a grant from the Walton Family Foundation. This request has no cost to the city. If awarded and constructed, the City will be responsible for on-going maintenance.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

Resolution to Utilize Federal-Aid TAP Funds – Shared Use Path and Hwy 102 Bike/Ped Tunnel

TO: City Council
FROM: David Wright, Parks and Recreation Director
CC DATE: May 10, 2016
RE: Hwy 102 Bike/Ped Tunnel and Multi-use Trail

Project Description. The Trails and Active Transportation Committee is requesting to submit an application to the Arkansas Transportation Alternatives Program (TAP) Fund to reroute a portion of the Razorback Regional Greenway (RGG) between SE 13th Ct. and SE 18th St. by constructing a shared use path and a bike/pedestrian tunnel at Hwy 102. A shared use path is a two-way, off-street trail for non-motorized users where there are limited conflicts with motorized vehicles. The path will start at SE J St. in the vicinity of SE 13th Ct., traveling southeast toward Hwy 102. Approximately 750 ft. from SE J St., the bike/pedestrian tunnel will be constructed under Highway 102. The path will then travel south toward the existing greenway path just south of SE 18th St.

Project Need. The portion of the Razorback Regional Greenway in this area is difficult to navigate. It is currently a side path along SE J St. and Hwy 102. A side path is 8-10' wide sidewalk within the road right-of-way. Where the greenway currently crosses Hwy 102 at SE P St. is an at-grade crossing on a five-lane roadway. SE P St., with sharrows only and no sidewalks, is then used as the connection to the rest of the trail just south of SE 18th St. The project will significantly improve safety by relocating greenway users to a trail facility that does not conflict with vehicles. Users will more easily identify the greenway and will not have to cross a five-lane roadway or compete with vehicles on SE P St.

Grant Details. The Transportation Alternative Program (TAP) funds are available for eligible projects up to 80% of the construction costs, with a maximum award of \$500,000. Applicants are required to match 20% of the construction costs. The TAP funds are provided on a reimbursable basis; the city would pay the costs up front then request a reimbursement from AHTD. There is a 1% administration fee that the city must provide to AHTD prior to receiving concurrence on a bid award. TAP funds will not pay for engineering and design costs. Applications are due by June 1 at 4:00 p.m. AHTD did not provide a date of when TAP grants will be awarded. The grant has been reviewed by the Grant Consultant.

Budget. The total project cost is estimated at \$2,500,000, which includes engineering design and construction. Because TAP funds cannot be used for engineering and design, the Walton Family Foundation (WFF) has agreed pay for and initiate engineering and design. The WFF has also agreed to provide a grant to the City for the matching funds and the 1% AHTD administration fee. The city will assume responsibility for future maintenance.

	Total Project Costs	City	WFF	TAP
Engineering/Design	\$250,000	\$0	\$250,000	\$0
Construction	\$2,250,000	\$0	\$1,750,000	\$500,000
1% Admin. Fee:	\$22,500	\$0	22,500	\$0
Totals	\$2,522,500	\$0	\$2,022,500	\$500,000

Reroute of RRG and Bike/Ped Tunnel

Existing Route —
Proposed Route —
Tunnel





April 28, 2016

Mr. Jake Harper, CPA
Assistance Finance Director
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mr. Harper,

Enclosed you will find a copy of our review of the Transportation Alternatives Program (TAP) grant for the Hwy 102 and P Street Pedestrian Tunnel and the McCollum Road Trail projects. This review is a list of requirements, recommendations and prohibitions that we have compiled utilizing the grant materials provided to us by the City of Bentonville.

At the time of the review, a completed application and/or award agreement was not available. Additional requirements may be added upon receipt and review of additional items.

Please do not hesitate to call on us at any time if you have questions or concerns.

Respectfully,



Chad Gallagher

The Lafayette Building, 523 South Louisiana Street, Suite 222, Little Rock, Arkansas 72201
501.246.8842 office 866.935.6893 fax www.legacyincorporated.com

Requirement	Reference	Type	Due Date	Responsible Party	Notes
A resolution must be submitted to AHTD with the application	Application pg. 2	Action	6/1/16	Department Head	
Certification of ownership and maintenance should be included with the application	Application pg. 6	Action	6/1/16	Department Head	
Ensure all Davis-Bacon requirements are followed	Application pg. 6	Action	ongoing	Department Head	
The City is responsible for increased costs regardless of the cash match identified in the original TAP application	Application pg. 6	Fiscal	N/A	Department Head	
When submitting an application for more than one project, the City must submit separate applications and must prioritize the projects	Application pg. 6	Action	6/1/16	Department Heads	
Local matching funds of at least 20% per project are required.					This is a cash match, donations of land, labor or time will not count towards the 20%. For the Hwy 102 & P Pedestrian Tunnel project the city portion would be \$0 with the Walton Family Foundation covering the match and administrative fee. For the McCollum Road Trail program the City's portion is \$111,800 matching funds and \$5,590 for ATHD administrative fee.
A 1% administrative fee must be submitted to AHTD	Application pg. 4	Fiscal	TBD	Department Head	The 1% administrative fee is \$5,590.
Project must comply with Americans with Disabilities Act	Application pg. 5	Performance	N/A	Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The project must be open and available for use by the general public for the life of the project	Application pg. 15	Action	ongoing	Department Head	
The city must maintain the project for the life of the project	Application pg. 15	Action	ongoing	Department Head	
The city is responsible for accomplishing the work on the project and incurring actual expenses prior to receiving funds from AHTD.	Application pg. 15	Action	throughout grant cycle	Department Head	Receipts, time sheets and other proof of expenses must be provided to AHTD
Construct a pedestrian tunnel under HWY 102 at P Street along Razorback Greenway.	Project Description	Performance	TBD	Department Head	Hwy 102 & P Street Pedestrian Tunnel Application
Construct a 10' wide concrete trail along the west side of McCollum Road	Project Description	Performance	TBD	Department Head	McCollum Road Trail Application

RESOLUTION NO. ____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID
TRANSPORTATION ALTERNATIVES PROGRAM FUNDS
TO CONSTRUCT A SHARED USE PATH AND
BIKIE/PEDESTRIAN TUNNEL UNDER HIGHWAY 102**

WHEREAS, the City of Bentonville understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to construct a shared use path with a bike/pedestrian tunnel under Highway 102, and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

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

SECTION II: The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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

THIS RESOLUTION adopted this _____ day of _____, 2016.

Signed: _____
Bob McCaslin, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds in the amount of \$480,000.00 to construct a side path on the west side of McCollum Road between Tiger Boulevard and East Central Ave. The cost for design, construction and the 1% AHTD administration fee is estimated at \$726,000.00. Engineering costs are not eligible for funding. The grant request is for 80% of the \$600,000.00 construction costs. If awarded, the total estimated cost to the city is \$246,000.00 approximately 35% of the total cost.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

Resolution to Utilize Federal-Aid TAP Funds – McCollum Rd. Side Path

TO: City Council
FROM: Shelli Kerr, AICP, Planning Services Manager
CC DATE: April 26, 2016
RE: Resolution to Utilize Federal-Aid TAP Funds - McCollum Rd. Side Path

Project Description. The Trails and Active Transportation Committee would like to submit an application to the Arkansas Transportation Alternatives Program Fund to construct a 10' wide side path trail on the west side of McCollum Rd, between E. Central Ave. and Tiger Blvd. The project will connect to existing side path trails on E. Central Ave. and Tiger Blvd. Constructing a trail at this location will complete a loop creating a 3.45 loop trail from McCollum Rd., to E. Central Ave. to John DeShields Blvd. to NE J St. to Tiger Blvd and back to McCollum Rd. The project is located in Arkansas Highway and Transportation Department (AHTD) right-of-way for I-49 and does not require acquisition.

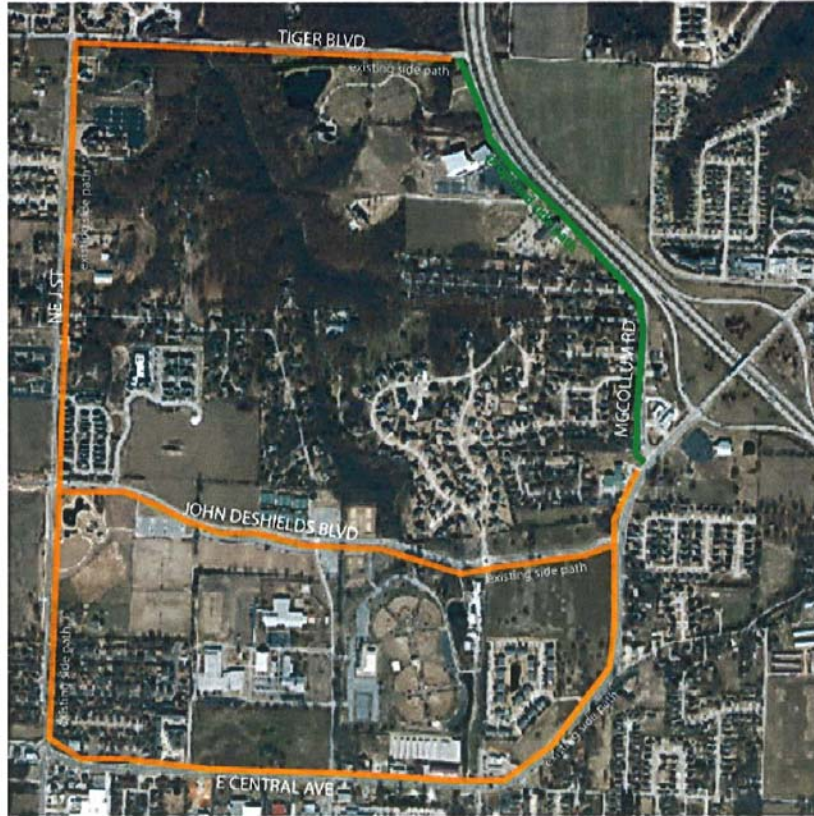
Planning and Public Comment. This project has been in the Bentonville Bicycle and Pedestrian Master Plan since 2012. It is also in the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan. Citizens have called several times over the past five years asking that a trail be constructed on McCollum to complete the loop.

Grant Details. The Transportation Alternative Program (TAP) funds are available for eligible projects up to 80% of the construction costs, not exceeding \$500,000 in TAP funds. Applicants are required to match 20% of the construction costs. The TAP funds are provided on a reimbursable basis; the city would pay the costs up front, then request a reimbursement from AHTD. There is a 1% administration fee that the city must provide to AHTD prior to receiving concurrence on a bid award. TAP funds will not pay for engineering and design costs. Applications are due by June 1 at 4:00 p.m. AHTD did not provide a date of when TAP grants will be awarded.

Budget. The total project cost estimate is \$726,000, which includes engineering, construction and the AHTD administration fee. The city will be responsible for the 100% of the engineering costs, 20% of construction costs and the 1% AHTD administration fee, totaling \$246,000, approximately 34% of the total project costs.

	Total Project Costs	City	TAP
Engineering/Design	\$120,000	\$120,000	\$0
Construction	\$600,000	\$120,000	\$480,000
1% Admin. Fee:	\$ 6,000	\$ 6,000	\$0
Totals	\$726,000	\$246,000	\$480,000

McCollum Rd Proposed Side Path Trail





April 28, 2016

Mr. Jake Harper, CPA
Assistance Finance Director
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mr. Harper,

Enclosed you will find a copy of our review of the Transportation Alternatives Program (TAP) grant for the Hwy 102 and P Street Pedestrian Tunnel and the McCollum Road Trail projects. This review is a list of requirements, recommendations and prohibitions that we have compiled utilizing the grant materials provided to us by the City of Bentonville.

At the time of the review, a completed application and/or award agreement was not available. Additional requirements may be added upon receipt and review of additional items.

Please do not hesitate to call on us at any time if you have questions or concerns.

Respectfully,



Chad Gallagher

The Lafayette Building, 523 South Louisiana Street, Suite 222, Little Rock, Arkansas 72201
501.246.8842 office 866.935.6893 fax www.legacyincorporated.com

Requirement	Reference	Type	Due Date	Responsible Party	Notes
A resolution must be submitted to AHTD with the application	Application pg. 2	Action	6/1/16	Department Head	
Certification of ownership and maintenance should be included with the application	Application pg. 6	Action	6/1/16	Department Head	
Ensure all Davis-Bacon requirements are followed	Application pg. 6	Action	ongoing	Department Head	
The City is responsible for increased costs regardless of the cash match identified in the original TAP application	Application pg. 6	Fiscal	N/A	Department Head	
When submitting an application for more than one project, the City must submit separate applications and must prioritize the projects	Application pg. 6	Action	6/1/16	Department Heads	
Local matching funds of at least 20% per project are required.					This is a cash match, donations of land, labor or time will not count towards the 20%. For the Hwy 102 & P Pedestrian Tunnel project the city portion would be \$0 with the Walton Family Foundation covering the match and administrative fee. For the McCollum Road Trail program the City's portion is \$111,800 matching funds and \$5,590 for ATHD administrative fee.
A 1% administrative fee must be submitted to AHTD	Application pg. 4	Fiscal	TBD	Department Head	The 1% administrative fee is \$5,590.
Project must comply with Americans with Disabilities Act	Application pg. 5	Performance	N/A	Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The project must be open and available for use by the general public for the life of the project	Application pg. 15	Action	ongoing	Department Head	
The city must maintain the project for the life of the project	Application pg. 15	Action	ongoing	Department Head	
The city is responsible for accomplishing the work on the project and incurring actual expenses prior to receiving funds from AHTD.	Application pg. 15	Action	throughout grant cycle	Department Head	Receipts, time sheets and other proof of expenses must be provided to AHTD
Construct a pedestrian tunnel under HWY 102 at P Street along Razorback Greenway.	Project Description	Performance	TBD	Department Head	Hwy 102 & P Street Pedestrian Tunnel Application
Construct a 10' wide concrete trail along the west side of McCollum Road	Project Description	Performance	TBD	Department Head	McCollum Road Trail Application

RESOLUTION NO. ____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID
TRANSPORTATION ALTERNATIVES PROGRAM FUNDS
TO CONSTRUCT A SIDEPATH ALONG MCCOLLUM RD**

WHEREAS, the City of Bentonville understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop a sidepath along on the west side of McCollum Road, between Tiger Boulevard and East Central Avenue, and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

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

SECTION II: The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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

THIS RESOLUTION adopted this _____ day of _____, 2016.

Signed: _____
Bob McCaslin, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 10, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Approval of a resolution to utilize Federal-Aid Recreational Trails Program (RTP) funds to construct a soft-surface single track trail around the perimeter of Citizens Park. The cost for construction and the 1% AHTD administration fee is estimated at \$122,210.00. The city is requesting RTP funds in the amount of \$96,800.00 (80% of construction cost). The local match of \$24,200.00 and the 1% AHTD administration fee will be funded with a grant from the Walton Family Foundation. This request has no cost to the city now or upon notice of award. If awarded and constructed, the city will assume maintenance of the trail.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

Resolution to Utilize Federal-Aid RTP Funds –Single Track @ Citizens Park

TO: City Council
FROM: Shelli Kerr, AICP, Planning Services Manager
CC DATE: April 26, 2016
RE: Approval of a Resolution to Utilize Federal-Aid RTP Funds - Single Track @ Citizens Park

Project Description. The Trails and Active Transportation Committee would like to submit an application to the Arkansas Recreational Trails Program (RTP) to construct a single track natural surface trail around the perimeter of Citizens Park. The project is located on City-owned property and does not require acquisition.

Grant Details. The Recreational Trails Program (RTP) funds are available for eligible projects up to 80% of construction costs awarded up to \$500,000. Applicants are required to match 20% of the construction costs. The RTP funds are provided on a reimbursable basis; the city would pay the costs up front then request a reimbursement from AHTD. There is a 1% administration fee that the city must provide to AHTD prior to receiving concurrence on a bid award. Applications are due by June 1 at 4:00 p.m. AHTD did not provide a date of when RTP grants will be awarded.



Budget. The total project cost estimate is \$122,210, which includes construction and the AHTD administration fee. The request for RTP funds is \$96,800 with a local match and administration fee of \$25,410 provided by a grant from the Walton Family Foundation. The city does not have any up-front costs associated with this request. If awarded, the City will be responsible for ongoing maintenance.

	Total Project Costs	City	WFF	TAP
Construction	\$ 121,000	\$0	\$24,200	\$96,800
1% Admin. Fee:	\$ 1,210	\$0	\$1,210	\$0
Totals	\$122,210	\$0	\$25,410	\$96,800



April 28, 2016

Mr. Jake Harper, CPA
Assistance Finance Director
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mr. Harper,

Enclosed you will find a copy of our review of the Recreational Trails Program grant for the Citizens Park Natural Surface Trail. This review is a list of requirements, recommendations and prohibitions that we have compiled utilizing the grant materials provided to us by the City of Bentonville.

Please do not hesitate to call on us at any time if you have questions or concerns.

Respectfully,



Chad Gallagher

The Lafayette Building, 523 South Louisiana Street, Suite 222, Little Rock, Arkansas 72201
501.246.8842 office 866.935.6893 fax www.legacyincorporated.com



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Trails should be at least 10 feet wide	Application pg. 4	performance		Department Head	if other group usage of the trail is expected to be low, it can be as narrow as 8 feet, but anything under 10 feet must be carefully justified
20% of the project cost must be matched (cash match) The project must adhere to existing barrier free design standards and be accessible to individuals with disabilities	Application pg. 4	fiscal		Department Head	The City portion would be \$0 with the Walton Family Foundation covering the \$26,000 match and the \$1,300 administrative fee.
Project work must not be started until after official notice to proceed has been given by the funder	Application pg. 5	performance		Department Head	
The city is responsible for accomplishing the work on the project and incurring actual expenses prior to receiving funds from AHTD.	Application pg. 5, Agreement of Understanding pg. 3	performance	Prior to work commencing	Department Head	
Continued maintenance after the project is completed	Application pg. 5	fiscal		Department Head	Reimbursable program
Equipment must be rented or leased	application pg. 11	performance	ongoing	Department Head	
No landscaping beyond what is necessary to eliminate construction damage and irrigation	Application pg. 6	performance	N/A	Department Head	
No irrigation equipment	Application pg. 5	Prohibition/ineligible	N/A	Department Head	
Funds cannot be used for property condemnation	Application pg. 6	Prohibition/ineligible	N/A	Department Head	
Funds cannot be used to construct or improve a visitor center	Application pg. 6	Prohibition/ineligible	N/A	Department Head	
Funds cannot be used for maintenance costs for equipment	Application pg. 6	Prohibition/ineligible	N/A	Department Head	
Funds cannot be used for playground equipment	Application pg. 6	Prohibition/ineligible	N/A	Department Head	



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Funds cannot be used for bid advertising fees	Application pg. 6	fiscal--prohibition	N/A	Department Head	
Funds cannot be used for engineering, inspection, planning, design, or architect fees	Application pg. 6	fiscal--prohibition	N/A	Department Head	
Notify the sponsor in writing who the City designates as its full-time employee to be in charge of the day to day oversight of the project	Agreement of Understanding pg. 2	Action		Department Head	A registered professional engineer or licensed architect must sign the plans if the project includes design of structural components.
Prepare plans, specifications, and a cost estimate for construction	Agreement of Understanding pg. 2	Performance		Department Head	
Comply with provisions of the Americans with Disabilities Act, Sect. 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964	Agreement of Understanding pg. 2	performance		Department Head	Contract documents shall include FHWA-1273 (copies will be provided by the department). Anti-collusion and Debarment Certification must be executed as part of the bidding documents. Failure to do so will make the bid nonresponsive and not eligible for award consideration. Lobbying Certification as required by 49 CFR 20 is also required. The department will provide the form.
Comply with the FHWA Recreational Trails Program Guidance, and other federal, state and local laws, rules and or regulations.	Agreement of Understanding pg. 2	Performance		Department Head	
Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the project and the land is accessible to the general public.	Agreement of Understanding pg. 3	Action		Department Head	



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Submit a certification letter to the Department when requesting authority to advertise the project for construction bids.	Agreement of Understanding pg. 3	Action		Department Head	
Prior to issuing the notice to proceed to the Contractor, the City must hold a preconstruction meeting with the Contractor and must invite the Department's Resident Engineer assigned to the project.	Agreement of Understanding pg. 3	Action	Prior to work commencing	Department Head	
Submit change orders to the contract to the Department's Residential Engineer assigned to the project for review and approval for program eligibility	Agreement of Understanding pg. 3	Action	Prior to executing the work	Department Head	
Construct a natural surface trail in Citizens Park. Construct the project in accordance to plans and specifications that were developed by the City or the City's representative, and were reviewed and approved by the Department prior to issuance of the Notice to Proceed	Project Description; Agreement of Understanding pg. 3	performance	TBD	Department Head	
Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts...	Agreement of Understanding pg. 3	Performance	upon completion of construction	Department Head	A copy of the Guideline is attached to the Agreement of Understanding as Attachment I
Make payments to contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR)	Agreement of Understanding pg. 3	Fiscal	At least once every six months while project is active	Department Head	A copy of the CCRR form is attached to the Agreement of Understanding as Attachment J



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Attach Report of Daily Work Performed for all days that correspond with each CCR submittal	Agreement of Understanding pg. 3	Fiscal/Performance	At least once every six months while project is active	Department Head	A copy of the Report of Daily Work Performed form is attached to the Agreement of Understanding as Attachment K.
Upon completion of the project hold a final acceptance meeting and submit the Final Acceptance Report form.					The form is Attachment L of the Agreement of Understanding. The form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge and the Sponsor's CEO.
Maintain accurate accounting records to adequately support reimbursement.	Agreement of Understanding pg. 3	Performance	upon completion of the project	Department Head	
Comply with Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended and Title 49 of the Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation.	Agreement of Understanding pg. 4	Fiscal	ongoing	Department Head	
Retain all records relating to inspection and certification, the Contractors' billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42.	Agreement of Understanding pg. 4	Performance	ongoing	Department Head	
	Agreement of Understanding pg. 4	Action	ongoing	Department Head	Attachment M of the Agreement of Understanding.



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Grant the right of access to City's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.	Agreement of Understanding pg. 4	Action	ongoing	Department Head	
Be responsible for 100% of all project costs incurred should the Project not be completed as specified, and for 100% of expenditures that are declared non-participating in federal funds.	Agreement of Understanding pg. 4	Fiscal	N/A	Department Head	
Sign and transmit to the Department the Certification for Grants, Loans and Cooperative Agreements	Agreement of Understanding pg. 5	Action	Prior to project commencing	Department Head	Attachment N of the Agreement of Understanding.
Repay federal funds if it is determined to be necessary.					The Department may cause necessary funds to be withheld from the City's Motor Fuel Tax allotment should the City fail to pay the Department any required funds, fail to complete the project as specified or fail to adequately maintain and operate the project.
Retain total, direct control over the project throughout the life of the improvements and not sell, transfer or abandon any portion of the project, change the intended use of the project, make significant alterations to any improvements constructed with Federal-aid funds, or cease maintenance or operation of a project due to the project's obsolescence.	Agreement of Understanding pg. 5	Fiscal	N/A	Department Head	
	Agreement of Understanding pg. 5	Action	ongoing	Department Head	



Requirement	Reference	Type	Due Date	Responsible Party	Notes
Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this.	Agreement of Understanding pg. 5	Action	ongoing	Department Head	Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the City's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the City expends more than \$500,000 of Federal-aid from any federal source.	Agreement of Understanding pg. 5	Action	ongoing	Department Head	The fiscal year is based upon the city's fiscal year.
Promptly notify the Department of the Project is rendered unfit for continued use by natural disaster or other cause.	Agreement of Understanding pg. 5	Action	ongoing	Department Head	
Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements	Agreement of Understanding pg. 5	Action		Department Head	

RESOLUTION NO. ____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID
RECREATIONAL TRAILS FUNDS
TO CONSTRUCT A SINGLE TRACK TRAIL AT CITIZENS PARK**

WHEREAS, the City of Bentonville understands Federal-aid Recreational Trails Funds are available at 80% federal participation and 20% local match/in kind labor to construct a single track natural surface trail in Citizens Park, and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

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

SECTION II: The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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

THIS RESOLUTION adopted this _____ day of _____, 2016.

Signed: _____
Bob McCaslin, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends City Council approve Amendment #2 to the Agreement for Engineering Services with McClelland Consulting Engineers, Inc. for an increase of \$45,623.19 for additional survey, design and construction services and associated expenses associated with utility relocations for AHTD's Bella Vista Bypass project. Amendment increases contract amount to \$239,624.69.

COST TO CITY:

Cost of this Request: \$45,623

Additional Budget Amount \$45,623

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	194,002
Funds Expended to Date		194,002
Remaining Budget		-
Budget Adjustment		45,623
Remaining After Adjustment	\$	45,623

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: May 16, 2016

Re: Contract Amendment for Engineering Services for Bella Vista Bypass
Utility Relocation

Staff recommends City Council approve Amendment #2 to the Agreement for Engineering Services with McClelland Consulting Engineers, Inc. for an increase of \$45,623.19 for additional survey, design and construction services and associated expenses for utility relocations associated with AHTD's Bella Vista Bypass project.

On June 19, 2007, the City entered into an agreement with McClelland Consulting Engineers, Inc. for engineering services associated with water and sewer utility relocations affected by AHTD's Bella Vista Bypass Project for an amount not to exceed \$194,001.50 plus reimbursable expenses. The original contract included \$100,751.50 for planning and design, \$80,850.00 for construction services, and \$12,400.00 for additional services such as easement preparation. This contract was amended in April 10, 2012 to move \$20,000.00 from design phase to construction phase and added additional engineering fees for survey, design, easement acquisition, and construction services to relocate an additional line underneath McKissic Creek Bridge which had been severely eroded in the amount of \$38,720.00. This portion was treated as a separate work order (Work Order #5) and not as an amendment to the contract to help keep it separate from the original contract which is reimbursable per the City's agreement with AHTD. The total contract for McClelland after amendment 1 is \$232,721.50 including the McKissic Line Work Order. The contract total amount for the original agreement did not change. Since this project started in 2007 and was put on hold for approximately 4 years, the initial costs of \$62,801.61 paid before the project was put on hold were subtracted from the total contract amount when the April 2012 amendment was presented to Council. Thus the

remaining contract amount used as a budget adjustment in 2012 was \$169,919.89.

This amendment request increases the design phase of the agreement by \$22,108.78 for additional design services to cover redesign of the 18" water line route due to changes in property conditions, namely construction of a large pond/private lake, along the route which jeopardized construction and integrity of the water main and design of the tunnel section for the sanitary sewer and electric crossing at North Walton due to site conditions. Additional easements were also required for this section which increased the easement services by \$292.02. Due to site conditions, the tunnel added significant time to the project requiring construction inspection time to increase on the project as well. This amendment increases construction services by \$17,022.39. In addition, expenses for the entire project including but not limited to plan copies, mileage, review and permit fees, etc. have been included in this amendment at a total of \$6,200.00. Total increase for this amendment is \$45,623.19 which yields a total contract of \$278,344.69 including the McKissic Line work order, or \$239,624.69 without the McKissic Line. The additional work covered in the work order for the McKissic Line does not change with this amendment. This item will require a budget adjustment in the amount of the increase of \$45,623.19.

Per the City's agreement with AHTD and subsequent change orders including this amendment, 37.23% of the engineering contract is reimbursable based on determination of reimbursable construction costs and associated estimates with the exception of the \$38,720.00 associated with the additional McKissic Line. This percentage may change based on final construction costs. The additional work for relocating the sewer from underneath the McKissic Bridge is not reimbursable.

This project is funded by Funded Depreciation.

Thank you for your consideration of this request

AMENDMENT NO. 2
To
AGREEMENT FOR ENGINEERING SERVICES
Between
CITY OF BENTONVILLE, ARKANSAS
And
McCLELLAND CONSULTING ENGINEERS, INC.
FAYETTEVILLE, ARKANSAS
For the
BELLA VISTA BYPASS WATER AND SEWER IMPROVEMENTS

The June 19, 2007 Agreement between the CITY OF BENTONVILLE and McCLELLAND CONSULTING ENGINEERS, INC. is hereby amended to modify the fee for engineering services during the design and construction phases of the Bella Vista Bypass Water and Sewer Improvements Project in the vicinity of Highway 71B and Peach Orchard Road, and as further defined by AHTD Job 090224.

Section B of the Agreement lists a Preliminary Planning and Final Design Phase maximum fee of \$100,751.50. This was reduced by \$20,000 by AMENDMENT #1, dated April 10, 2012. The \$20,000 was transferred to Construction Phase services and the revised Design Phase services maximum fee was set at \$80,751.50. Since April 2013, it has been necessary to redesign segments of the Bella Vista Bypass water and sewer mains, resulting in a final Design Phase cost of \$102,860.28. This AMENDMENT #2 increases the Design Phase maximum fee by \$22,108.78 to a revised total of \$102,860.28.

Section B of the Agreement lists a Construction Phase maximum fee of \$80,850.00. This maximum fee was increased by \$20,000 under AMENDMENT #1, to a total of \$100,850.00, on April 10, 2012. Since then, the construction contract completion time has been extended as needed to construct a tunnel under Highway 71B, as well as other construction contract time extensions, resulting in the anticipated construction completion date being November 1, 2015. As a result, the engineering services required to complete the Construction Phase, as well as associated project expenses, SWPPP documents, easement documents, STAA applications and related services are estimated to total \$136,764.41. This AMENDMENT #2 increases the maximum fees for Construction Phase Services, Additional Engineering Services and Expenses by \$23,514.41 to match the estimated total to complete the project by the anticipated construction completion date of November 1, 2015.

The resulting contract amounts before and after this AMENDMENT #2 are summarized as follows:

Description	Fee Before AMENDMENT #2	Fee After AMENDMENT #2
Preliminary Planning and Final Design Phase	\$80,751.50	\$102,860.28
Additional Engineering (Easement Preparation, SWPPP)	\$12,400.00	\$12,692.02
Construction Phase Services	\$100,850.00	\$117,872.39
Expenses	<u>\$0.00</u>	<u>\$6,200.00</u>
Totals	\$194,001.50	\$239,624.69

J:2007/072128/Amendment 2.doc

Fee adjustments in this AMENDMENT #2 are based on calculating the profit at 12.0% of the project costs, as otherwise calculated in the Basic Agreement. All other provisions, covenants, recitals, terms and conditions of the Agreement, which are not expressly amended herein, shall remain in full force and effect.

The parties hereby have executed this AMENDMENT No. 2 on this date, the _____ day of _____, 2016.

CITY OF BENTONVILLE, ARKANSAS

McClelland Consulting Engineers, Inc.

By: _____
Mayor

By: _____
President

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATION CAUSED BY THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT'S BELLA VISTA BYPASS PROJECT

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended professional services agreement with McClelland Consulting Engineers, Inc. for engineering services associated with utility relocation caused by the Arkansas State Highway and Transportation Department's Bella Vista Bypass project in an amount not to exceed \$239,624.69 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 _____, 2016.

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:

May 24, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of a budget adjustment to cover additional costs associated with an amended professional services agreement with McClelland Consulting Engineers, Inc. for engineering services associated with water, sewer and electric utility relocations for the Bella Vista Bypass project for an additional amount of \$45,623.19.

COST TO CITY:

Cost of this Request: \$45,623

Additional Budget Amount \$45,623

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	194,002
Funds Expended to Date		194,002
Remaining Budget		-
Budget Adjustment		45,623
Remaining After Adjustment	\$	45,623

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





Department: Sewer

Date of Request: May 16, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3040-390.91-99	Funded Depreciation	\$45,623.19		\$ 45,623.19
050-3040-438.73-41	Sewer Line Improvements		\$45,623.19	\$ (45,623.19)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 45,623.19	\$ 45,623.19	\$ -

Justification:

Engineering Services associated with relocating water and sewer utilities as a result of AHTD project for constructing Bella Vista Bypass at Hwy 71 and Peach Orchard Road. Amendment #2 to 2007 contract with McClelland Consulting Engineers, Inc. This is not a budgeted project.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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

PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: May 16, 2016

Re: Contract Amendment for Engineering Services for Bella Vista Bypass
Utility Relocation

Staff recommends City Council approve Amendment #2 to the Agreement for Engineering Services with McClelland Consulting Engineers, Inc. for an increase of \$45,623.19 for additional survey, design and construction services and associated expenses for utility relocations associated with AHTD's Bella Vista Bypass project.

On June 19, 2007, the City entered into an agreement with McClelland Consulting Engineers, Inc. for engineering services associated with water and sewer utility relocations affected by AHTD's Bella Vista Bypass Project for an amount not to exceed \$194,001.50 plus reimbursable expenses. The original contract included \$100,751.50 for planning and design, \$80,850.00 for construction services, and \$12,400.00 for additional services such as easement preparation. This contract was amended in April 10, 2012 to move \$20,000.00 from design phase to construction phase and added additional engineering fees for survey, design, easement acquisition, and construction services to relocate an additional line underneath McKissic Creek Bridge which had been severely eroded in the amount of \$38,720.00. This portion was treated as a separate work order (Work Order #5) and not as an amendment to the contract to help keep it separate from the original contract which is reimbursable per the City's agreement with AHTD. The total contract for McClelland after amendment 1 is \$232,721.50 including the McKissic Line Work Order. The contract total amount for the original agreement did not change. Since this project started in 2007 and was put on hold for approximately 4 years, the initial costs of \$62,801.61 paid before the project was put on hold were subtracted from the total contract amount when the April 2012 amendment was presented to Council. Thus the

remaining contract amount used as a budget adjustment in 2012 was \$169,919.89.

This amendment request increases the design phase of the agreement by \$22,108.78 for additional design services to cover redesign of the 18" water line route due to changes in property conditions, namely construction of a large pond/private lake, along the route which jeopardized construction and integrity of the water main and design of the tunnel section for the sanitary sewer and electric crossing at North Walton due to site conditions. Additional easements were also required for this section which increased the easement services by \$292.02. Due to site conditions, the tunnel added significant time to the project requiring construction inspection time to increase on the project as well. This amendment increases construction services by \$17,022.39. In addition, expenses for the entire project including but not limited to plan copies, mileage, review and permit fees, etc. have been included in this amendment at a total of \$6,200.00. Total increase for this amendment is \$45,623.19 which yields a total contract of \$278,344.69 including the McKissic Line work order, or \$239,624.69 without the McKissic Line. The additional work covered in the work order for the McKissic Line does not change with this amendment. This item will require a budget adjustment in the amount of the increase of \$45,623.19.

Per the City's agreement with AHTD and subsequent change orders including this amendment, 37.23% of the engineering contract is reimbursable based on determination of reimbursable construction costs and associated estimates with the exception of the \$38,720.00 associated with the additional McKissic Line. This percentage may change based on final construction costs. The additional work for relocating the sewer from underneath the McKissic Bridge is not reimbursable.

This project is funded by Funded Depreciation.

Thank you for your consideration of this request



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Staff recommends Council to waive the competitive bidding requirements for the purchase of a Trimble Robotics Total Station which includes a TSC3 Controller, Tripod and robotics pole. The purchase price also includes the trade-in of our existing TSC2 controller which is in adequate for the software update and will be obsolete with the purchase of the new equipment. This item is included in our 2016 budget.

COST TO CITY:

Cost of this Request: \$21,978

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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: 5/13/2016
To: City Council, Mayor McCaslin
From: Preston Newbill
RE: Trimble Robotic Total Station

Staff requests Council to waive competitive bidding in order to purchase a Trimble Robotic Total Station which will consist of a Trimble TSC3 Controller, Tripod and robotics pole. This purchase also includes the trade-in of our existing Trimble TSC2 controller. The new equipment is necessary to survey and collect GPS points with-in the City of Bentonville that are in areas that consist of tall structures or dense tree canopy. We are continuing to improve and collect more data that can be added to our existing GIS site which will be utilized by City personnel as well as the public.

This surveying/GPS equipment has been a single source item for the City of Bentonville since 2001 due to the fact that there is only one supplier within the state of Arkansas.

Thank you for your consideration of this request.

REQUEST FOR WAIVER OF BID

Date 5/13/2016

Requested by: Preston Newbill

Department: Water

DESCRIPTION OF REQUEST:

Type of Equipment: Trimble Robotic Total Station

Year & Model: 2016 Trimble TSC3 Controller, Tripod and Robotics Pole

Serial # _____

To Be Purchased From: NEI

Joshua Bettis, PS Arkansas Sales Consultant

Amount:	Base Amount:	\$	19,996.00
	Tax:	\$	1,906.75
	*Other:	\$	75.00
	TOTAL	\$	21,977.75

* List all other costs: shipping cost

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The surveying/GPS equipment that the City currently has is a Trimble brand product and any new equipment that is an addition to or utilizes our existing equipment must also be Trimble. This is a single source brand and has been since 2001 since there is only one distributor in the state of Arkansas.



Department Head

Director of Finance & Administration

Revised 6-18-99



INVOICE

NAVIGATION ELECTRONICS, INC.
200 TOLEDO DRIVE
LAFAYETTE, LA 70508
(337) 237-1413
(337) 237-1417 FAX

Order Number: PF0040858
Order Date: 4/26/2016
User ID:
Salesperson: 0065
Customer Number: BENTONV

Sold To:
CITY OF BENTONVILLE
ATTN: ACCOUNTS PAYABLE
608 SE 3RD STREET
BENTONVILLE, AR 72712

Ship To:
ATTN: ACCOUNTS PAYABLE
608 SE 3RD STREET
BENTONVILLE, AR 72712

Confirm To: NICK JEWETT

Customer P.O.	Ship VIA	F.O.B.	Terms			
PROFORMA	FEDEX GROUND	ORIGIN	DUE 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NEI S5 5P BNDL	EACH	1.000	0.000	0.000	20,286.0000	20,286.00
TRIMBLE S5 5" ROBOTIC, TSC3 QWERTY, 360 PRISM, S3 POWERKIT						
S5552210	EACH	1.000	0.000	0.000	COMPONENT	
Instrument-Trimble S5 5" Robotic, DR Plus						
TSC3-01-1122	EACH	1.000	0.000	0.000	COMPONENT	
Trimble TSC3 w/Trimble Access, internal 2.4 GHz radio, Global, QWERTY keypad.						
TS32010	EACH	1.000	0.000	0.000	COMPONENT	
Trimble S3 Power Kit						
58128001	EACH	1.000	0.000	0.000	COMPONENT	
Prism - 360 Prism incl height adapter to standard rod, prism const: 0.002m						
/TRADEIN-TSC3	EACH	1.000	0.000	0.000	1,000.0000-	1,000.00-
TSC3 Trade In						
90550	EACH	1.000	0.000	0.000	420.0000	420.00
Tri-Max Standard Quick Clamp Tripod						
5129-52	EACH	1.000	0.000	0.000	290.0000	290.00
Pole Robotic 135 mm, HI TLV						

Net Order: 19,996.00
Less Discount: 0.00
Freight: 75.00
Sales Tax: 1,906.75
Order Total: 21,977.75

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE A TRIMBLE ROBOTICS
TOTAL STATION FOR THE CITY OF BENTONVILLE
WATER DEPARTMENT AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase a Trimble Robotics Total Station for the Water Department from NEI, in an amount not to exceed \$21,997.75 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is a sole source item in the State of Arkansas and must interface with existing equipment, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop and determined the engine needed replaced or rebuilt. After comparing quotes on both types of repairs it was cheaper to replace the motor. According to Summit Truck Group this was an unforeseen failure which not caused by operator error.

COST TO CITY:

Cost of this Request: \$28,250

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



REQUEST FOR WAIVER OF BID

Date	<u>5/13/2016</u>		
Requested by:	<u>Preston Newbill</u>		
Department:	<u>Sewer Rehab</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>2009 Internation Vac-Con combination sewer truck</u>		
Year & Model:	<u>2009 International</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Summit Truck Group</u>		
	<u>807 S. Bloomington</u>		
	<u>Lowell, AR 72745</u>		
Amount:	Base Amount:	\$	<u>28,250.00</u>
	Tax:	\$	<u>-</u>
	*Other:	\$	<u>-</u>
	TOTAL	\$	<u>28,250.00</u>
* List all other costs: shipping cost			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	



Date of Request: January 20, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	Fund Balance	\$28,250.00		\$ 28,250.00
050-3040-438.44-40	Heavy Machinery/Equipment Maint.		\$28,250.00	\$ (28,250.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 28,250.00	\$ 28,250.00	\$ -

Justification:

The emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop and determined the engine needed replaced or rebuilt. After comparing quotes on both types of repairs it was cheaper to replace the motor. According to Summit Truck Group this was an unforeseen failure which was not caused by operator error.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE



Memo



Date: 5/13/2016
To: City Council, Mayor McCaslin
From: Preston Newbill
RE: Repair of a 2009 International Sewer Truck

Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop and determined the engine needed replaced or rebuilt. After comparing quotes on both types of repairs it was cheaper to replace the motor. According to Summit Truck Group this was an unforeseen failure which was not caused by operator error.

Thank you for your consideration of this request.





807 S. Bloomington · Lowell, AR 72745
(479) 770-1200 · Fax: (479) 770-1250
www.summittruckgroup.com

ARKANSAS · KANSAS · MISSOURI · NEW MEXICO ·
OKLAHOMA · TENNESSEE · TEXAS

Invoice No:
240205002

INVOICE

PLEASE REMIT PAYMENT TO: PO Box 1000 Dept 586 Memphis, TN 38148-0586

Page 1 of 5

SERVICE ADVISOR **240020 CHAD VANTASSELL**

UNIT NO.	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
9J161452	09	INTERNATIONAL 7400		1HTWHAATX9J161452		34352 / 34352		304010
DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
05JAN09			23:54 29MAR16		0.00	CHG	25APR16	
R.O. OPENED		READY		OPTIONS:				
10:08 29MAR16		14:49 25APR16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
CHECK OUT ENGINE (LOW POWER- CUSTOMER STATES TURBO INOP AND WATER IN OIL)							
	9996	STANDARD					
		240006	C				
		240033	C				

PARTS: 0.00 LABOR: 960.00 OTHER: 0.00 TOTAL LINE A: 960.00

34352 CHECK AND HAVE NO COOLANT IN COOLING SYSTEM. REMOVE NEEDED CAC PIPING, AIR CLEANER HOUSING ASSEMBLY AND HOSES. CHECK ENGINE OIL AND IT IS OVER FULL. DRAIN DOWN TO PROPER LEVEL, FILL COOLING SYSTEM AND PRESSURIZE COOLING SYSTEM. HAVE FLUID COMING OUT EXHAUST. PULL ALL PIPING OFF HOT SIDE AND COLD SIDE COOLERS AND FOUND BOTH LEAKING. ALSO NOTICED THAT OIL IS GOING UP ON DIP STICK. NEED TO PULL PAN AND CHECK. GO AND CHECK TURBO AND IT IS SEIZED UP AND HARD TO TURN. REPORTED. MAKE A PARTS LIST AND GET WITH PARTS. REPORTED.

B** R & R ENGINE WITH RUNNING ENGINE PER ESTIMATE
9996 STANDARD

240006	C			9600.00	9600.00
1 4307107R91	ENGINE, REMAN, TRIM, MY 2007-2	23559.32	15500.89	15500.89	
CORE CHARGE	C		3840.00	3840.00	
1 1878918C2	VALVE ASSY EGR W/MANIFOLD	843.53	626.23	626.23	
1 7090595C91	KT COOLR,KIT, EGR COOLER ASSY	2140.29	1588.94	1588.94	
CORE CHARGE	C		360.00	360.00	
1 5010874R91	KIT EGRC,KIT, REMAN EGR COOLER	1483.50	1133.78	1133.78	
CORE CHARGE	C		360.00	360.00	
1 AF25707	FILTER-AIR	119.72	86.46	86.46	
8 98JA03	GALLON/WITH SPOUT	16.66	14.87	118.96	

Customer Information	Service Department Hours	DESCRIPTION	TOTALS
Customer Number: 18079	Monday to Friday 7:30am - 12:00 Midnight	LABOR AMOUNT	
CITY OF BENTONVILLE		PARTS AMOUNT	
117 W CENTRAL	Saturday 7:30am - 5:30pm	GAS, OIL, LUBE	
BENTONVILLE, AR 72712		SUBLET AMOUNT	
Home: 479-273-9063 Bus:		MISC. CHARGES	
Cell:		TOTAL CHARGES	
Email:		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Signature

Date

Customer Copy

X

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Page 2 of 5

SERVICE ADVISOR **240020 CHAD VANTASSELL**

UNIT NO.	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT	TAG
9J161452	09	INTERNATIONAL 7400		1HTWHAATX9J161452		34352 / 34352	304010
DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JAN09			23:54 29MAR16		0.00	CHG	25APR16
R.O. OPENED		READY		OPTIONS:			
10:08 29MAR16		14:49 25APR16					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
7	FLTRELCS050G	FLUID,FLEETRITE RELC 5050	GAL		16.46	13.61	95.27
3	@07485	3M SURF COND DISC ,ROLOC 3IN			9.77	5.10	15.30
3	FLTAHVBC14	BRAKE,FLEETRITE AEROSOL HIGH V			3.60	2.74	8.22
24	289862C1	STRAP CABLE LOCK			3.90	2.35	56.40
1	FRT FREIGHT				190.00	190.00	190.00
1	1876922C91	KT BRG,KIT BREATHER TO BLOCK S			33.60	24.47	24.47
1	1845023C1	GASKET INLET DUCT TO INT MNFLD			22.88	14.64	14.64
1	1836235C1	GASKET AIR COMPRESSOR			30.29	19.40	19.40
1	3609903C1	HOSE AIR CLEANER CLEAN AIR DU			185.04	134.69	134.69
1	MISC 16SL	SEALANT			12.20	9.90	9.90
12	306132C1	STRAP CABLE LOCK			7.29	4.73	56.76
1	MISC 29546220	DIP SEAL			19.45	15.78	15.78
4	3557855C1	CLAMP HEAT EXCHANGER			51.46	30.73	122.92
1	690835C1	CLAMP OIL FILLER MTG			11.30	7.67	7.67
1	2018938C1	CLAMP,CONSTANT TORQUE			36.67	27.48	27.48
1	FLTRELCS050G	FLUID,FLEETRITE RELC 5050	GAL		16.46	13.61	13.61
-1	5010874R91	CORE RETURN			360.00	360.00	-360.00
-1	7090595C91	CORE RETURN			360.00	360.00	-360.00
-1	4307107R91	CORE RETURN			3840.00	3840.00	-3840.00
1	FLTPSF32	FLUID,FLEETRITE POWER STEERING			11.45	9.47	9.47
1	FLTATF295G	FLUID,SYNTHETIC ATF ALLISON TE			58.05	43.96	43.96
1	N10628	CUT-OFF WHLS, GEMINI F/C, 3X.035X			6.63	3.46	3.46
PARTS: 19924.66 LABOR: 9600.00 OTHER: 0.00					TOTAL LINE B: 29524.66		

34352

DISCONNECT AND REMOVE HOOD AND RADIATOR. START REMOVING HOSES AND
HARNESSES AND NEEDED COMPONENTS OFF ENGINE. DISCONNECT AND REMOVE
EXHAUST PIPING. DRIVE LINE ON FRONT OF ENGINE. DISCONNECT AND REMOVE
STARTER AND MORE HARNESSES AND LINES. REMOVE FLEX PLATE BOLTS AND

Customer Information	Service Department Hours	DESCRIPTION	TOTALS
Customer Number: 18079	Monday to Friday 7:30am - 12:00 Midnight	LABOR AMOUNT	
CITY OF BENTONVILLE		PARTS AMOUNT	
117 W CENTRAL	Saturday 7:30am - 5:30pm	GAS, OIL, LUBE	
BENTONVILLE, AR 72712		SUBLET AMOUNT	
Home: 479-273-9063 Bus:		MISC. CHARGES	
Cell:		TOTAL CHARGES	
Email:		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Signature

Date

Customer Copy

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Page 3 of 5

SERVICE ADVISOR **240020 CHAD VANTASSELL**

UNIT NO.	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
9J161452	09	INTERNATIONAL 7400	1HTWHAATX9J161452		34352 / 34352	304010	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JAN09			23:54 29MAR16		0.00	CHG	25APR16
R.O. OPENED		READY	OPTIONS:				
10:08 29MAR16		14:49 25APR16					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
DISCONNECT TRANSMISSION. SET UP HOIST AND REMOVE ENGINE . GET NEW ENGINE AND START TRANSFERRING OVER PARTS. START REMOVING COMPONENTS FROM ENGINE. REMOVE PARTS FROM OLD ENGINE TO NEW ENGINE. HOOK HOIST TO ENGINE AND SET ENGINE IN CHASSIS. HOOK UP TRANSMISSION AND CONVERTER TO FLEX PLATE. INSTALL ALL ENGINE MOUNTS AND TORQUE. START HOOKING UP HOSES, HARNESSSES AND FUEL LINES. GET ALL ACCESSORIES HOOKED UP, GET STARTER IN AND HOOKED UP, GET EXHAUST PIPING IN AND HOOKED UP. INSTALL TRANS AND ENGINE TUBES. GET ALL HARNESSSES AND HOSES ROUTED ON LEFT SIDE. get pto drive line in time and bolted up to balancer on engine and pump. start removing egr valve. SWAP OUT EGR HOUSING AND EGR VALVE. INSTALL RADIATOR AND A/C CONDENSER. HOOK UP ALL HOSES, LINES AND HARNESSSES. CHARGE A/C SYSTEM, FILL ENGINE OIL AND COOLING SYSTEM. INSTALL ALL CAC PIPING AND INTAKE SYSTEM. REMOVE AIR CLEANER HOUSING FOR ACCESS, PRIME FUEL SYSTEM TO BE SURE ALL AIR IS OUT. HOOK UP LAP TOP AND MONITOR WHILE CRANKING. HAVE NO FAULT CODES AND GOOD ICP PRESSURE AND ALL OTHER VALUES LOOK GOOD. HOOK UP FUEL GAUGE TO HEAD AND HAVE 40 PSI OF FUEL PRESSURE. THIS IS IN SPEC. UNIT SHOULD START. GO THROUGH HARD START NO START TROUBLE SHOOTING, TO STANDARD TEST AND INJECTOR BUZZ TEST. ALL GOOD. ENDED UP PULLING DOWN EXHAUST PIPE FROM DPF AND UNIT STARTED AND RAN. HOOK PIPE BACK UP AND UNIT WILL NOT START AGAIN. DPF IS PLUGGED. REPORTED. NEXT STEP, GOT EXHAUST PIPE CLOSE TO DPF AND PUT A PIECE OF SHEET METAL AGAINST TANK ON TRUCK TO PROTECT IT. RUN ENGINE TO TRY AND BURN COOLANT OUT OF DPF BUT IT DIDN'T WORK. REPORTED AND WAIT FOR FURTHER INSTRUCTIONS. INSTALL ALL BRACKETS FOR HYDRAULIC HOSES AND ROUTE AND SECURE ALL HOSES AND HARNESSSES UNDER UNIT. TOP OFF ALL FLUIDS AND INSTALL FENDERS AND HOOD. HOOK UP ALL HARNESSSES TO HOOD AND CHECK OPERATION OF LIGHTS. <u>INSTALL ACCESSORIES, STEAM OFF ENGINE AND CHASSIS. RECHECK ALL FLUIDS.</u>							

Customer Information	Service Department Hours	DESCRIPTION	TOTALS
Customer Number: 18079	Monday to Friday 7:30am - 12:00 Midnight	LABOR AMOUNT	
CITY OF BENTONVILLE		PARTS AMOUNT	
117 W CENTRAL	Saturday 7:30am - 5:30pm	GAS, OIL, LUBE	
BENTONVILLE, AR 72712		SUBLET AMOUNT	
Home: 479-273-9063 Bus:		MISC. CHARGES	
Cell:		TOTAL CHARGES	
Email:		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Signature

Date

Customer Copy

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SERVICE ADVISOR **240020 CHAD VANTASSELL**

UNIT NO.	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
9J161452	09	INTERNATIONAL 7400		1HTWHAATX9J161452		34352 / 34352		304010
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE	
05JAN09			23:54 29MAR16		0.00	CHG	25APR16	
R.O. OPENED		READY		OPTIONS:				
10:08 29MAR16		14:49 25APR16						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	

TIGHTEN EVERYTHING UP AND RUN ENGINE AT HIGH RPM.

C** REMOVE, BAKE AND CLEAN DPF AND DOC AND REINSTALL PER ESTIMATE

9996 STANDARD

240006 C
240015 C

DOCBK BAKE DOC

DPFBKN BAKE DPF NATIONAL FLEET CUSTOMERS

1 2593986C1 GASKET OFFSET 3 HOLE FLANGE	12.97	9.91	9.91
1 2593998C1 GASKET 3 BOLT FLANGE W/4IN PIP	17.94	13.72	13.72
1 FRT FREIGHT	20.00	20.00	20.00
PARTS: 43.63 LABOR: 330.00 OTHER: 459.95	TOTAL LINE C:		833.58

34352

REMOVE HEAT SHIELD AND DPF. INSPECT did visual check full of coolant had to remove excessive coolant out of filter before baking dpf take blow gun and blow coolant out of dpf for hour before setting up right to drain to bake flow test 6.0 bake dpf air knife re flow test 4.4 good unit

240006- CLEAN MOUNTING SURFACES, INSTALL FILTER AND HEAT SHIELD. HOOK UP EXHAUST PIPES, HOOK UP COMPUTER AND RUN ENGINE TO OPERATING TEMPERATURE. RUN KOER STANDARD TEST AND THEN A FORCED REGEN.

D** R & R DOC TEMP SENSOR PER ESTIMATE

9996 STANDARD

240006 C

1 2593754C91 SENSOR EXH GAS TEMP T1 99.90 270.00 69.88 270.00

PARTS: 69.88 LABOR: 270.00 OTHER: 0.00 TOTAL LINE D: 339.88

Customer Information	Service Department Hours	DESCRIPTION	TOTALS
Customer Number: 18079	Monday to Friday 7:30am - 12:00 Midnight	LABOR AMOUNT	
CITY OF BENTONVILLE		PARTS AMOUNT	
117 W CENTRAL	Saturday 7:30am - 5:30pm	GAS, OIL, LUBE	
BENTONVILLE, AR 72712		SUBLET AMOUNT	
Home: 479-273-9063 Bus:		MISC. CHARGES	
Cell:		TOTAL CHARGES	
Email:		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

Signature

Date

Customer Copy

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SERVICE ADVISOR 240020 CHAD VANTASSELL

UNIT NO.	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
9J161452	09	INTERNATIONAL 7400	1HTWHAATX9J161452		34352 / 34352	304010	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JAN09			23:54 29MAR16		0.00	CHG	25APR16
R.O. OPENED		READY		OPTIONS:			
10:08 29MAR16		14:49 25APR16					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
34352 R AND R SENSOR, HOOK UP LAP TOP AND CODE IS NOW INACTIVE.							
CLEAR CODE.							

Customer Information	Service Department Hours	DESCRIPTION	TOTALS
Customer Number: 18079		LABOR AMOUNT	\$ 9793.00
		PARTS AMOUNT	\$ 0.00
		GAS, OIL, LUBE	\$ 0.00
		SUBLET AMOUNT	\$ 0.00
		MISC. CHARGES	\$ 18457.00
		TOTAL CHARGES	\$ 28250.00
		LESS INSURANCE	\$ 0.00
		SALES TAX	\$ 0.00
		PLEASE PAY THIS AMOUNT	\$ 28250.00

Signature

Date

File Copy

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE EMERGENCY REPAIR OF THE CITY OF BENTONVILLE WATER DEPARTMENT'S 2009 INTERNATIONAL VAC-CON SEWER TRUCK, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND DECLARING AN EMERGENCY.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Summit Truck Group for the emergency repair of the Water Department's 2009 International Vac-Con Sewer Truck, in an amount of \$28,250.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is an emergency repair, and the Summit Truck group in Lowell is the local International truck repair shop, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

Section 3: That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-06
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Nancy Busen

Department

Wastewater Manager

Phone

271-3161

ACTION REQUIRED:

Staff recommends City Council award Bid No.16-06 for yard waste grinding services at the Compost Facility to Hansen's Tree Service as the second lowest bidder at \$475.00 per hour. On March 8, 2016, City Council awarded Smithey Environmental the compost waste grinding service bid as the lowest submitted bid for the sum of \$450.00 per hour, not to exceed \$90,000.00 in a one year period. Smithey Environmental was unable to meet Specifications 2A. and 2B., of minimum tree diameter and equipment throughput respectively and could not complete the grinding session. Hansen's Tree Service has successfully bid and performed this service for the City in the recent years and has proven its capability to meet all of the required specifications. The Wastewater Department budgeted \$90,000.00 for this service.

COST TO CITY:

Cost of this Request: \$90,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	90,000
Funds Expended to Date		32,063
Remaining Budget		57,938
Budget Adjustment		-
Remaining After Adjustment	\$	57,938

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: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: May 16, 2016
Re: Bid Award for Compost Waste Grinding

Staff requests City Council award Bid No. 16-06 for yard waste grinding services at the Compost Facility to Hansen's Tree Service. Hansen's Tree Service was the second lowest bidder with a bid of \$475.00 per hour.

On March 8, 2016, City Council awarded the above referenced bid to Smithey Environmental of Sand Springs, OK as low bidder with a bid of \$450.00 per hour; however, Smithey Environmental could not meet the specifications outlined in the bid, more specifically Specifications 2A and 2B regarding tree diameter and throughput. Their equipment could not handle the larger diameter trunks up to the specified 36" diameter nor meet the minimum throughput of 40 tons per hour. Smithey Environmental left several trunks of 24"+ untouched and only produced approximately 24 tons per hour. In addition, Smithey Environmental did not complete the grinding session due to equipment failure. Staff will note that Smithey Environmental did work diligently; however, it seems they are not equipped for this size of project.

Hansen's Tree Service has performed this service for the City in recent years and has proven they are equipped and capable to meet the required specifications.

Wastewater budgeted \$90,000.00 for grinding services.

Thank you.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 24, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

479--271-3161

ACTION REQUIRED:

Staff seeks Council approval for a Waiver of Bid process for a 1 year communications service package renewal with Mission Communications, LLC for the alarm systems on all 61 lift stations. This is a 2016 budgeted item.

COST TO CITY:

Cost of this Request: \$25,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	5/24/2016		
Requested by:	Nancy Busen		
Department:	Wastewater		
DESCRIPTION OF REQUEST:			
Type of Equipment:	Waiver of Bid for 1 year service package renewal for lift station alarm system		
Year & Model:			
Serial #			
To Be Purchased From:	Mission Communications, LLC		
	3060 C Business Park Dr.		
	Norcross, GA 30071-5400		
Amount:	Base Amount:	\$	25,000.00
	Tax:		
	*Other:		
	TOTAL	\$	25,000.00
* List all other costs: Shipping and handling			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The cell phone based alarm system for all 61 city wastewater lift stations was purchased from Mission Communications. Mission provides the communications service package and updates for these alarm systems. Therefore, this is a single source item and a waiver of bid is requested.			
_____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: May 24, 2016

Re: Request for Waiver of Bid Process for Lift Station Alarm Systems
Service Renewal

The cell phone based alarm system for all 61 city sewage lift stations was purchased with City Councils approval in 2004 from Mission Communications, LLC. This service continuously monitors and reports power failures, high wet well levels and pump run times all lift stations to Wastewater Department personnel via cell phone and email. The system greatly reduces the number of sanitary sewer overflows and reduces lift station operational costs.

Mission provides the service package designed exclusively for this alarm system and as such is a single source item. Therefore, it would be neither practical nor feasible to advertise for competitive bidding. This service package is a yearly budgeted item.

Thank you.



Mission Communications, LLC

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

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Invoice Date

5/3/2016

Invoice Number

1001839

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/2/2016	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/3/2016		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2330	LS #12 Blueberry New	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2717	LS #01 McKisic card 3	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2857	LS #53 Thornbrook	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4077	LS #56 Angel Falls	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4079	LS #55 Gramercy	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5732	LS #54 Elm Tree	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5739	Crystal Bridges 800	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5740	Crystal Bridges 110	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS8559	LS #22 Orchard Park	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689SFQ627	LS #01 McKisic card 2	6/1/2016	5/31/2017	347.40	347.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments received within (7) days of the invoice date will avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Page 6

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

**Mission Communications, LLC**

3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

Invoice Date

5/3/2016

Invoice Number

1001839

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO		END USER		SHIPPING METHOD		DUE DATE		
Annual Service						6/2/2016		
S.O. No.		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		SA C	C	5/3/2016		Net 30		
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1164	LS #36 Phillips Park	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1165	LS #37 College Place	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1166	LS #39 Allencroft	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1167	LS #41 Creekstone	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1168	LS #42 Lockmore Club	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1169	LS #45 Chickadee	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1249	LS #46 Windmill Rd	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1250	LS #49 Kerelaw Castle	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1251	LS #50 Stonegate	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1252	LS #52 Oak Lawn Hills	6/1/2016	5/31/2017	347.40	347.40

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If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Page 5

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

**Mission Communications, LLC**3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

Invoice Date

5/3/2016

Invoice Number

1001839

Bill ToBentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA**Ship To**

CUSTOMER PO		END USER		SHIPPING METHOD		DUE DATE		
Annual Service						6/2/2016		
S.O. No		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		SA C	C	5/3/2016		Net 30		
QTY	Item	Description	Serial No	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1102	LS #43 Briar Chase	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1103	LS #26 Shell Rd	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1104	LS #40 Fairwinds	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1105	LS #30 Abby	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1106	LS #31 Straube	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1107	LS #33 Kensington	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1160	LS #24 Firestone	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1161	LS #28 Autumn Wood	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1162	LS #32 Nightingale	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1163	LS #34 Saddlebrook	6/1/2016	5/31/2017	347.40	347.40

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Page 4

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Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

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Fax: 678-969-0541

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Invoice Number

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CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/2/2016	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/3/2016		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0978	LS #13 Beau Terre	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0979	LS #14 Harbour Church	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0980	LS #15 Willow Banks	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0981	LS #16 AR National Ba...	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0982	LS #18 Hanover Hill	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0983	LS #21 Meadow Wood	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0986	LS #19 Manna	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1099	LS #25 Medical Center	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1100	LS #23 Vaughn LS	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1101	LS #44 White Oak Trail	6/1/2016	5/31/2017	347.40	347.40

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Page 3

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Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

**Mission Communications, LLC**3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

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CUSTOMER PO		END USER		SHIPPING METHOD		DUE DATE		
Annual Service						6/2/2016		
S.O. No.		SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS		
		SA C	C	5/3/2016		Net 30		
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0701	LS #02 South	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0702	LS #38 Windwood	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0703	LS #04 Lexington	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0704	LS #05 North A	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0705	LS #05 North B	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0706	LS #06 Parkview	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0707	LS #08 Woods Creek	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0708	LS #10 Krystal Heights	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0709	LS #11 Stoneherge	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0710	LS #03 102	6/1/2016	5/31/2017	347.40	347.40

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Page 2

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Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

**Mission Communications, LLC**3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

INVOICE

Invoice Date

5/3/2016

Invoice Number

1001839

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Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA**Ship To**

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							6/2/2016	
S.O. No			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/3/2016		Net 30	
QTY	Item	Description	Serial No	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS10916	LS #58 Highland Park	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11052	LS #57 Central Park Sc...	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0561	LS #35 Kingsbury	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0562	LS #29 Beau Terre North	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0563	LS #08 Rice Rd	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0585	LS #48 Wildwood	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0566	LS #47 Stoneburrow	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0587	LS #27 Wal-Mart Dist.	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0588	LS #17 Salvation Army	6/1/2016	5/31/2017	347.40	347.40
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0589	LS #51 Morning Star	6/1/2016	5/31/2017	347.40	347.40

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Page 1

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

**Mission Communications, LLC**3060 C Business Park Dr.
Norcross, GA 30071-5400

Phone: 678-969-0021

Fax: 678-969-0541

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Attn: Accounts Payable
117 W Central Ave
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Annual Service							6/2/2016	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/3/2016		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc Start	Svc End	Unit Price	Extension
1	511R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689SFQ0626	LS #01 McKisic card 1	6/1/2016	5/31/2017	347.40	347.40

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Page 7

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal	USD 21,191.40
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 21,191.40

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MISSION COMMUNICATIONS LLC. FOR CERTAIN ALARM SERVICES FOR THE CITY OF BENTONVILLE WASTEWATER SYSTEM AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mission Communications, LLC, for a one year service package for 61 lift station alarms for the Wastewater Department in an amount not to exceed \$25,000.00, as per the Proposal attached hereto as Exhibit A.

Section 2: Because the technology is a unique service provided exclusively by Mission Communications for the equipment currently utilized by the City, and the service is a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Center**

**Monday, May 23, 2016 6:00 p.m.
1101 SW Citizens Circle**

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

**Tuesday, May 24, 2016 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: May 10, 2016**

AGENDA

1. Tour of Parks Properties and Initiatives beginning at the Melvin Ford Aquatic Center. Tour will begin at 6:00 p.m. at the Melvin Ford Aquatic Center and will convene at the Bentonville Community Center. Committee of the Whole meeting will begin at approximately 7:00 p.m. at the Center. **(Monday Night Only)**
2. National EMS Week Proclamation.
3. Planning:
- 3a. **Lot Split: Homes by Roth, Lot 205 Bentonville Original Subdivision, Zoned R-1.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located in the 400 block of West Central Avenue. The plat as provided indicates the creation of one new lot from a portion of existing lot 166. The new lot will be known as Lot 205 (0.26 acres) of the Bentonville Original Subdivision. The plat reflects the dedication of a public right-of-way along West Central Avenue per the Master Street Plan specifications. Water and sewer services are available to the new lot.

- 3b. **Lot Split: North Arkansas Wholesale Co. Inc., Lots 1 & 2 Market Addition, Southeast 8th Street, Zoned I-2, Heavy Industrial.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located along Southeast 8th Street that resides in the I-2, Heavy Industrial zoning district. The plat as provided by the applicant indicates 2 new lots being created from 2 tracts of parcel land that have never been platted. The new lot will be known as Lot 1 of the Market Addition consisting of 4.45 acres & Lot 2 of the Market Addition consisting of 3.89 acres. Right-of-way is being dedicated along Southeast 8th Street per the master street plan and a utility easement is being dedicated to serve the new lots. Water and sewer services are available to this location.

- 3c. **Property line Adjustment: Bentonville RD Dev. LLC, Lots 12 & 13 Young's Addition, Southeast 3rd Street & Southeast 'G' Street, Zoned RC-2, Central Residential-Moderate Density.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at the intersection of Southeast 3rd Street and Southeast 'G' Street in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided indicates the creation of two new lots by adjusting the common lot line along the southern border of the two existing lots. The new lots will be known as Lot 12 (0.22 acres) & Lot 13 (0.14 acres) of Block 1 Young's Addition. The plat reflects the dedication of a public right-of-way along Southeast 3rd Street per the Master Street Plan specifications. Water and sewer services are available to the new lots.

- 3d. **Rezoning: John Callis, Bentonville Best Storage, Southwest 2nd Street, Zoning Request from A-1, Agricultural to PUD, planned Unit Development.**

The planning commission voted 7-0 recommending approval.

The applicant has proposed a Planned Unit Development at this location to be known as Bentonville Best Storage. The PUD would entail 5 acres and would consist of general office, climate controlled and non-climate controlled storage units.

4. Approval of the artwork to wrap a utility box in Citizens Park to promote the "Grow with this Tree" project.
5. A Resolution setting a Public Hearing for June 14th, 2016 for Alley and Street Right-of-Way Vacation requested by SW A Building, LLC.
6. City Council to approve a budget adjustment of \$14,750.00 for Professional/Legal Services at the Municipal Airport.

7. City Council approval of a resolution adopting the Quality Management Plan to be used for EPA funded projects. This Quality Management Plan will be in effect for five years, requiring yearly audits and submissions. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System.
8. Council approval of a resolution to apply for \$100,000.00 from the Surface Transportation Program - Attributable (STP-A) administered by the Northwest Arkansas Regional Planning Commission to fund the design and the environmental phase of the intersection of SW. "I" Street and Hwy 102 intersection. This is an 80/20 grant and the City of Bentonville will be required to match 20% (\$25,000.00) which will come out of Four Lane Sales Tax.
9. Budget Adjustment Request moving Technology Funds previously set-aside from monthly fine payments (as provided for in Arkansas State Statute 16-13-704) and moving them to the District Court Capital Software account. These funds will be used to upgrade SQL software and to migrate our data to a new server.
10. Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Carroll Electric Cooperative Corporation for the relocation of electric facilities associated with the Elm Tree/Hwy 72 Intersection Improvements project in the amount of \$61,693.20, waiving the requirements for competitive bidding. Attached is a memo and the relocation agreement.
11. Council approval of a budget adjustment accepting a grant from the Walton Family Foundation in the amount of \$1,650,000 for the construction of pedestrian tunnels at the intersection of SE 8th and SE "J" Streets. The construction of the tunnels will be inclusive of the water/sewer line relocation contract for the 8th Street Improvements project. See attached budget adjustment form, signed grant application, and exhibits.
12. An Ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "F" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waving the requirements of competitive bidding.
13. Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds to reroute a portion of the Razorback Regional Greenway between SE 13th Court and SE 18th Street by constructing a shared use path and a bike/pedestrian tunnel at Highway 102. Design and construction costs are estimated at \$2.5 million and the grant request is for \$500,000.00 (the maximum award allowed). This is a reimbursable 80/20 matching grant with a 1% AHTD administration fee. Funds for engineering cost, the local match and the 1% AHTD administration fee, totaling \$2,022,500.00 will be provided by a grant from the Walton Family Foundation. This request has no cost to the city. If awarded and constructed, the City will be responsible for on-going maintenance.
14. Approval of a resolution to utilize Federal-Aid Transportation Alternative Program (TAP) funds in the amount of \$480,000.00 to construct a side path on

the west side of McCollum Road between Tiger Boulevard and East Central Ave. The cost for design, construction and the 1% AHTD administration fee is estimated at \$726,000.00. Engineering costs are not eligible for funding. The grant request is for 80% of the \$600,000.00 construction costs. If awarded, the total estimated cost to the city is \$246,000.00 approximately 35% of the total cost.

15. Approval of a resolution to utilize Federal-Aid Recreational Trails Program (RTP) funds to construct a soft-surface single track trail around the perimeter of Citizens Park. The cost for construction and the 1% AHTD administration fee is estimated at \$122,210.00. The city is requesting RTP funds in the amount of \$96,800.00 (80% of construction cost). The local match of \$24,200.00 and the 1% AHTD administration fee will be funded with a grant from the Walton Family Foundation. This request has no cost to the city now or upon notice of award. If awarded and constructed, the city will assume maintenance of the trail.
- 16a. Staff recommends City Council approve Amendment #2 to the Agreement for Engineering Services with McClelland Consulting Engineers, Inc. for an increase of \$45,623.19 for additional survey, design and construction services and associated expenses associated with utility relocations for AHTD's Bella Vista Bypass project. Amendment increases contract amount to \$239,624.69.
- 16b. Staff requests City Council approval of a budget adjustment to cover additional costs associated with an amended professional services agreement with McClelland Consulting Engineers, Inc. for engineering services associated with water, sewer and electric utility relocations for the Bella Vista Bypass project for an additional amount of \$45,623.19.
17. Staff recommends Council to waive the competitive bidding requirements for the purchase of a Trimble Robotics Total Station which includes a TSC3 Controller, Tripod and robotics pole. The purchase price also includes the trade-in of our existing TSC2 controller which is in adequate for the software update and will be obsolete with the purchase of the new equipment. This item is included in our 2016 budget.
18. Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2009 International Vac-Con combination sewer truck used to vacuum and clean sewer mains. The chassis motor experienced a mechanical failure that caused the coolant to go into the engine oil. The truck was sent to Summit Truck group in Lowell since they are the International truck repair shop and determined the engine needed replaced or rebuilt. After comparing quotes on both types of repairs it was cheaper to replace the motor. According to Summit Truck Group this was an unforeseen failure which not caused by operator error.
19. Staff recommends City Council award Bid No.16-06 for yard waste grinding services at the Compost Facility to Hansen's Tree Service as the second lowest bidder at \$475.00 per hour. On March 8, 2016, City Council awarded Smithey Environmental the compost waste grinding service bid as the lowest submitted bid for the sum of \$450.00 per hour, not to exceed \$90,000.00 in a one year period. Smithey Environmental was unable to meet Specifications 2A. and 2B.,

of minimum tree diameter and equipment throughput respectively and could not complete the grinding session. Hansen's Tree Service has successfully bid and performed this service for the City in the recent years and has proven its capability to meet all of the required specifications. The Wastewater Department budgeted \$90,000.00 for this service.

20. Staff seeks Council approval for a Waiver of Bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 61 lift stations. This is a 2016 budgeted item.