

1. Agenda

Documents:

[JUNE 14, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JUNE 14, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



**Revised Agenda:
Addition of item 11.**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 14, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 14, 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 24, 2016**

AGENDA

1. Request that the City Council adopt a resolution to recognize, commend and congratulate Corporal Mike Calnan upon his June 24th, 2016 retirement. This resolution recognizes more than 15 years of dedicated service to the Bentonville Police Department and marks more than 30 years of dedicated law enforcement in our community. This resolution also wishes Corporal Calnan health, happiness, and continued success in all of his future endeavors. See attached resolution.
(Pages 5-6)
2. Planning:
 - 2a. **Lot Split: Moro Development, Lots 206 & 207 Bentonville Original Subdivision, 306 Northeast Blake Avenue, Zoned D-E, Downtown Edge.**

(Pages 11-14)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 306 Northeast Blake Avenue that resides in the D-E, Downtown Edge zoning district. The plat as provided by the applicant indicates 2 new lots being created from an existing lot. The new lots will be known as Lot 206 (0.63 acres) and Lot 207 (0.49 acres) of Bentonville Original Subdivision. Additional right-of-way is being dedicated along Southwest 4th street per the current master

street plan. Public sewer service is available to both lots however public water service is only available to lot 206.

- 2b. **Lot Split: Richard & Catherine Grubbs, Lot 3 Neals Addition, 220 & 226 North Walton Boulevard, Zoned C-2, General Commercial.**

(Pages 15-18)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 220 & 226 North Walton Boulevard that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates one new lot being created from two parcels of un-platted section land. The new lot will be known as Lot 3 (1.11 acres) of Neal's Subdivision. A 10' wide utility easement is being dedicated along the property frontage. Public utilities is available to the new lot.

- 2c. **Lot Split: Lots 82,83,84,85, 86 & 87 Windemere Woods Phase 1, Craig Wimsatt, Christoper Scheibal, Grant Lightle, Thambipillai Kamalanathan, Liam Buckley & Autumn Avenue Property, LLC, 1702,1802,1804,1808 & 1810 NW Autumn Avenue & Peach Orchard Road, Zoned R-1, Single Family Residential.**

(Pages 19-22)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for properties located north of Northwest Autumn Avenue, all of which are located in an R-1, Single Family zoning district. The plat as provided by the applicants shows the adjustment of the northern property lines of 5 existing lots and a parcel of un-platted section land that will become new lots 82, 83, 84, 85, 85 & 87 of Windemere Woods Phase 1 Subdivision. A small portion of right-of-way and a 20' utility easement will be dedicated on new lot 82 along Peach Orchard Road. All lots have access to public water and sewer.

- 2d. **Property Line Adjustment: Mark & Alyson Brittain, Lot 13,Block 5, Clark's 2nd Addition, 307 Southwest E Street, Zoned R-1, Single Family Residential.**

(Pages 23-26)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 307 Southwest 'E' Street in the R-1, Single Family Residential zoning district. The plat as provided indicates the removal of the common lot line between existing lots 10 & 11 to create a new single lot that will be known as Lot 13 (0.47 acres), Block 5 of Clark's 2nd Addition. The plat reflects the dedication of public right-of-way along Southwest 4th Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

- 2e. **Property line Adjustment: Casa de Hormigas, LLC, Lot 3 Blake Addition, 301 Northeast Blake Avenue, Zoned D-E, Downtown Edge.**

(Pages 27-30)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 301 Northeast Blake Avenue in the D-E, Downtown Edge zoning district. The plat as provided shows the removal of the common lot line between existing lots 1 & 2 that will create a new single lot that will be known as Lot 3 (0.99 acres) of Blake Addition. The plat reflects the dedication of public right-of-way along Northeast Blake Avenue, Northeast 'B' Street and Northeast 'C' Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

- 2f. **Ordinance: RC-2, Central Residential Moderate Density Amendment.**

(Pages 8-9 & 31-32)

The planning commission voted 7-0 recommending approval.

See attached planning commission report for proposed changes.

- 2g. **Rezoning: Sarah and Keith Medlin, 406 Southeast 'D' Street, Rezoning Request from R-1, Single Family Residential to R-C-2, Central Residential moderate Density.**

(Pages 33-36)

The planning commission voted 7-0 recommending approval on March 15, 2016.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2h. **Rezoning: CHP, LLC, 304 Southwest Glover Street, Rezoning Request from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density.**

(Pages 37-41)

The planning commission voted 7-0 recommending approval.

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

- 2i. **Rezoning: Marrs Development, LLC, 305 Southwest 'D' Street, Rezoning Request from R-1, Single Family Residential to r-C2, Central Residential-Moderate Density.**

(Pages 42-46)

The planning commission voted 7-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

3. Public hearing and ordinance vacating an Alley and Street Right of Way located at SW A Street by SW A Building, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas. (Pages 47-51)

4. A resolution authorizing the Mayor and City Council to enter into a Contract with the Arkansas Highway and Transportation Department (AHTD) for the

relocation of OH electric lines along Highway 102 associated with Highway Job CA0902. The total estimated cost of relocation will be \$110,023.22, 52.9% of which will be reimbursed by the AHTD. **(Pages 52-72)**

5. Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Sand Creek Engineering for Design, Bid Administration, and Construction Observation for the Elm Tree Road/Hwy 72 Intersection Improvement Project that was approved on April 28, 2015. The amendment accommodates the addition of north and south bound five-foot wide bike lanes at the City's request; adding \$7,000.00 to the cost of the original contract price. **(Pages 73-82)**
- 6a. Award bid # 16-16 to Hutchens Construction for the 2016 overlay program for the Street Department. Please see attached bid tab, memo, and budget adjustment. **(Pages 83-86)**
- 6b. Approve revenue increase of \$24,359.00 for the Street Department overlay account number 020-3810-430-73-86. See attached memo. **(Pages 87-89)**
7. Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree. **(Pages 90-100)**
- 8a. City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with AHTD for the acceptance of a Recreational Trails Program Grant Award. **(Pages 101-104)**
- 8b. City Council approval of budget adjustment, in the amount of \$347,775.00 for the design and construction of the Citizens Park Trail. **(Pages 105-106)**
9. Request City Council approve the attached "Pay Plan" changes. Fifteen (15) changes are mandated by the recent changes to the Fair Labor Standards Act (FLSA) law. Five (5) changes are recommend "conversions" of existing part-time and temporary positions into regular, full-time positions. Three (3) changes are upgrades of existing positions to other existing positions within the pay plan, One (1) position is a newly created position that will be filled by an existing employee, and Two (2) are new additions of regular, full-time positions to the existing pay plan. Lastly, the addition of a new "Additional Pay" category related to the attainment of college degrees. The attached summary of changes outlines all the mandated and recommended changes. Total costs for these changes is \$246,749.00. All costs associated with these changes are covered within the 2016 salary budget. **(Pages 107-111)**
10. Approve bid award to Affiliated FM for City's property insurance (July 8, 2016 to July 8, 2017.) **(Pages 112-113)**
11. Approve the resolution of support for 4Media Group a broadcast and digital media company identified within the Bentonville Blueprint as a target sector opportunity company. This resolution of support will enable the State of Arkansas to support 4Media Group through the Equity Investment Tax Credit program administrated by Arkansas Economic Development Commission. **(Pages 114-115)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council adopt a resolution to recognize, commend and congratulate Corporal Mike Calnan upon his June 24th, 2016 retirement. This resolution recognizes more than 15 years of dedicated service to the Bentonville Police Department and marks more than 30 years of dedicated law enforcement in our community. This resolution also wishes Corporal Calnan health, happiness, and continued success in all of his future endeavors. See attached resolution.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

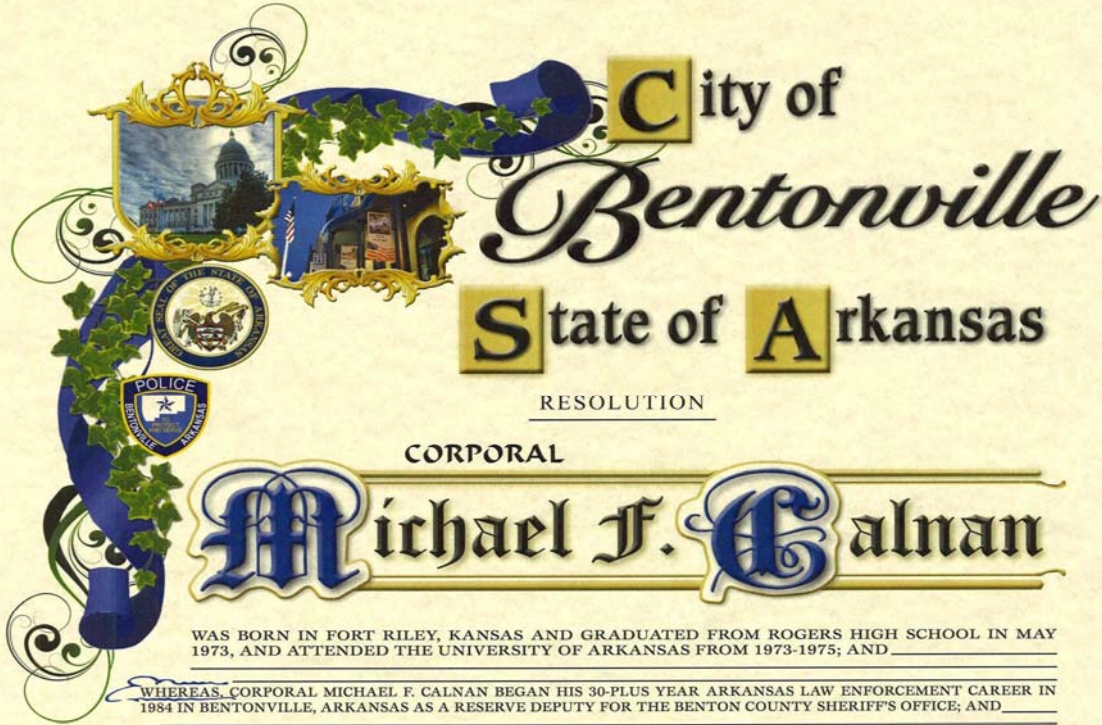
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION

CORPORAL

Michael F. Calnan

WAS BORN IN FORT RILEY, KANSAS AND GRADUATED FROM ROGERS HIGH SCHOOL IN MAY 1973, AND ATTENDED THE UNIVERSITY OF ARKANSAS FROM 1973-1975; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN BEGAN HIS 30-PLUS YEAR ARKANSAS LAW ENFORCEMENT CAREER IN 1984 IN BENTONVILLE, ARKANSAS AS A RESERVE DEPUTY FOR THE BENTON COUNTY SHERIFF'S OFFICE; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN JOINED THE BELLA VISTA POLICE DEPARTMENT AS A PATROLMAN IN NOVEMBER OF 1986, AND WAS PROMOTED TO THE RANK OF SERGEANT IN 1995, AND PERFORMED THE DUTIES OF SHIFT SERGEANT FROM 1995-1997, AND CRIMINAL INVESTIGATION DIVISION SERGEANT FROM 1997-2000; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN JOINED THE BENTONVILLE POLICE DEPARTMENT AS A PATROLMAN ON JULY 01, 2001, AND WAS PROMOTED TO TRAINING COORDINATOR IN JULY 2002, WHERE HE FAITHFULLY SERVED, WITH THE PRESENT RANK OF CORPORAL, UNTIL HIS RETIREMENT; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN, IN HIS CAPACITY AS TRAINING COORDINATOR, HANDLED ALL OF THE DEPARTMENT'S TRAINING RECORDS, TRAVEL DOCUMENTS, AND EQUIPMENT NEEDS, MANAGED BACKGROUND INVESTIGATIONS, ORIENTATIONS AND FIELD TRAINING NEEDS FOR ALL NEW OFFICERS, AND COORDINATED COUNTLESS TRAINING CLASSES FOR OFFICERS IN OUR OWN AGENCY AND NUMEROUS OUTSIDE AGENCIES, OFTEN MAKING VERY SPECIALIZED TRAINING AVAILABLE TO ALL AREA LAW ENFORCEMENT; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN WAS COMMENDED FROM THE STATE OF ARKANSAS COMMISSION ON LAW ENFORCEMENT STANDARDS AND TRAINING, FOR HIS HARD WORK AND DILIGENCE IN A 2013 AUDIT THAT INVOLVED THE RESEARCH OF OVER 700 FILES FROM THE DEPARTMENT'S PERSONNEL RECORDS, IN WHICH CORPORAL MICHAEL F. CALNAN'S ORGANIZATIONAL SKILLS AND ATTENTION TO DETAIL RESULTED IN TOTAL COMPLIANCE; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN, SERVED AS THE DEPARTMENT'S RANGE MASTER, AND WAS IN CHARGE OF ALL OF THE DEPARTMENT'S RANGE QUALIFICATIONS AND SAFETY AND MONITORING OF THE RANGE; AND

WHEREAS, CORPORAL MICHAEL F. CALNAN, SERVED AS A MEMBER OF THE CITY'S SAFETY TEAM, AND WAS RESPONSIBLE FOR ENSURING THAT THE DEPARTMENT'S WORK ENVIRONMENT WAS SAFE, BY COORDINATING MONTHLY INSPECTIONS ON THE DEPARTMENT'S STORM WATER DRAINS, FIRE EXTINGUISHERS, AND ATTENDED MONTHLY SAFETY MEETINGS WITHIN THE CITY.

WHEREAS, CORPORAL MICHAEL F. CALNAN, THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF THE CITY OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CORPORAL MICHAEL F. CALNAN FOR HIS THIRTY PLUS YEARS OF DEDICATED LAW ENFORCEMENT SERVICE AND 15 YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 14th day of June, 2016, in Bentonville, in the Great State of Arkansas, in the United States of America.



Bob McCaslin, Mayor

Linda Spence, City Clerk

**City Council
Planning Items
June 14, 2016**

Lot Split: Moro Development, Lots 206 & 207 Bentonville Original Subdivision, 306 Northeast Blake Avenue, Zoned D-E, Downtown Edge.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 306 Northeast Blake Avenue that resides in the D-E, Downtown Edge zoning district. The plat as provided by the applicant indicates 2 new lots being created from an existing lot. The new lots will be known as Lot 206 (0.63 acres) and Lot 207 (0.49 acres) of Bentonville Original Subdivision. Additional right-of-way is being dedicated along Southwest 4th street per the current master street plan. Public sewer service is available to both lots however public water service is only available to lot 206.

Lot Split: Richard & Catherine Grubbs, Lot 3 Neals Addition, 220 & 226 North Walton Boulevard, Zoned C-2, General Commercial.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 220 & 226 North Walton Boulevard that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates one new lot being created from two parcels of un-platted section land. The new lot will be known as Lot 3 (1.11 acres) of Neal's Subdivision. A 10' wide utility easement is being dedicated along the property frontage. Public utilities are available to the new lot.

Lot Split: Lots 82,83,84,85, 86 & 87 Windemere Woods Phase 1, Craig Wimsatt, Christopher Scheibal, Grant Lightle, Thambipillai Kamalanathan, Liam Buckley & Autumn Avenue Property, LLC, 1702,1802,1804,1808 & 1810 NW Autumn Avenue & Peach Orchard Road, Zoned R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for properties located north of Northwest Autumn Avenue, all of which are located in an R-1, Single Family zoning district. The plat as provided by the applicants shows the adjustment of the northern property lines of 5 existing lots and a parcel of un-platted section land that will become new lots 82, 83, 84, 85, 86 & 87 of Windemere Woods Phase 1 Subdivision. A small portion of right-of-way and a 20' utility easement will be dedicated on new lot 82 along Peach Orchard Road. All lots have access to public water and sewer.

Property Line Adjustment: Mark & Alyson Brittain, Lot 13, Block 5, Clark's 2nd Addition, 307 Southwest E Street, Zoned R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 307 Southwest 'E' Street in the R-1, Single Family Residential zoning district. The plat as provided indicates the removal of the common lot line between existing lots 10 & 11 to create a new single lot that will be known as Lot 13 (0.47 acres), Block 5 of Clark's 2nd Addition. The plat reflects the dedication of public right-of-way along Southwest 4th Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

Property line Adjustment: Casa de Hormigas, LLC, Lot 3 Blake Addition, 301 Northeast Blake Avenue, Zoned D-E, Downtown Edge.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 301 Northeast Blake Avenue in the D-E, Downtown Edge zoning district. The plat as provided shows the removal of the common lot line between existing lots 1 & 2 that will create a new single lot that will be known as Lot 3 (0.99 acres) of Blake Addition. The plat reflects the dedication of public right-of-way along Northeast Blake Avenue, Northeast 'B' Street and Northeast 'C' Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

Ordinance: RC-2, Central Residential Moderate Density Amendment.

The planning commission voted 7-0 recommending approval.

Background:

The RC-2, Central Residential – Moderate Density Zoning district was adopted on February 28, 2006. The purpose for establishing this district was to:

- Provide moderate density residential development and redevelopment in that area generally referred to as "Downtown", primarily those residential areas beyond the town square and beyond the commercial corridors of SW A Street and S Main Street;
- Stabilize and improve existing residential neighborhoods;
- Encourage infill of available lands;
- Provide a choice of housing types and locations for a variety of lifestyles and economic levels and,
- Encourage traditional urban design.
- This district is appropriate as a buffer or transitional zone between single family and higher density residential or commercial districts.

Since adoption, there are 16 properties that have been rezoned to RC-2. These are predominantly located in the southwest quadrant of downtown, with 11 properties. Two properties are located north of NE 7th Street, and three are located in the southeast quadrant.

Purpose:

Recent development activity has brought to light that the height allowed in the RC-2 district, 60', is out of scale for a transitional residential zone and incompatible with surrounding land uses. Furthermore, multifamily housing creates higher densities than desired in this particular transitional residential zone. The amendments are designed to bring consistency between the regulations and the purpose of the RC-2 district.

Existing R-C2 Districts



Proposed Changes:

- The description of the RC-2 zoning district is proposed to remain the same, as is the maximum density of 18 dwelling units per acre.
- Minimum lot area is reduced, but lot width increases, depending on the availability of a rear alley or private access drive.
- Maximum height is reduced from 60' to 36'.
- Side exterior setbacks for single family and two-family increases from 10' to 20'.
- Rear setback for townhomes increases from 10' to 15'.
- Townhomes are allowed only on a block end and multifamily is not permitted.

Rezoning: Sarah and Keith Medlin, 406 Southeast 'D' Street, Rezoning Request from R-1, Single Family Residential to R-C-2, Central Residential moderate Density.

The planning commission voted 7-0 recommending approval on March 15, 2016.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

Rezoning: CHP, LLC, 304 Southwest Glover Street, Rezoning Request from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density.

The planning commission voted 7-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Lane Use Map, which depicts this property as Medium Density Residential

Rezoning: Marrs Development, LLC, 305 Southwest 'D' Street, Rezoning Request from R-1, Single Family Residential to r-C2, Central Residential-Moderate Density.

The planning commission voted 7-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

Planning Commission Staff Report
Lot Split: Lots 206 & 207 Bentonville Original Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 7, 2016

GENERAL INFORMATION:

Project Number: 16-05000020

Applicant: Moro Development, LLC

Representative: Rope Swing (Jordan Garner)

Requested Action: Lot Split Approval

Location: 306 Northeast Blake Avenue

Existing Zoning: D-E, Downtown Edge

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 306 Northeast Blake Avenue that resides in the D-E, Downtown Edge zoning district. The plat as provided by the applicant indicates 2 new lots being created from an existing lot. The new lots will be known as Lot 206 (0.63 acres) and Lot 207 (0.49 acres) of Bentonville Original Subdivision. Additional right-of-way is being dedicated along Southwest 4th street per the current master street plan. Public sewer service is available to both lots however public water service is only available to lot 206.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	D-E, Downtown Edge	Downtown Mixed Use Residential
South	D-E, Downtown Edge	Downtown Mixed Use Residential
East	R-1, Single Family Residential	Residential Estate
West	D-C, Downtown Core	Downtown Mixed Use Residential

STREETS

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

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 property is the location of an existing office building near the downtown square.

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

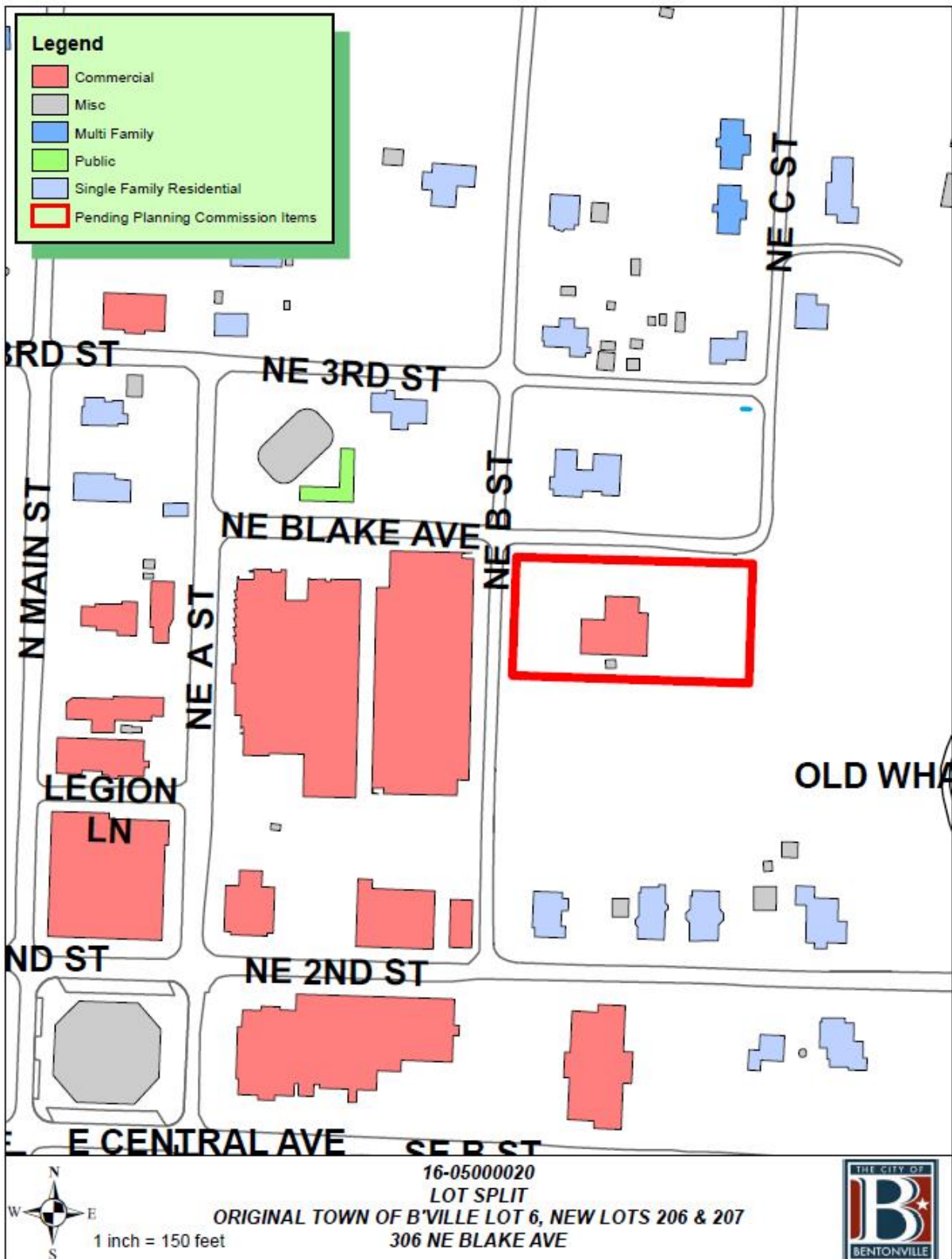
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 LOTS 206 & 207 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 206 & 207 Bentonville Original Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 7th day of June, 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 opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 206 & 207 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 3 Neal's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 7, 2016

GENERAL INFORMATION:

Project Number: 16-05000021

Applicant: Richard & Catherine Grubbs

Representative: Bates & Associates (Justin Reid)

Requested Action: Lot Split Approval

Location: 220 & 226 North Walton Boulevard

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 220 & 226 North Walton Boulevard that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates one new lot being created from two parcels of un-platted section land. The new lot will be known as Lot 3 (1.11 acres) of Neal's Subdivision. A 10' wide utility easement is being dedicated along the property frontage. Public utilities is available to the new lot.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Commercial
South	C-2, General Commercial	Commercial
East	C-2, General Commercial	Commercial
West	C-2, General Commercial	Commercial

STREETS

Direction	Name	Classification
North	-	Local
South	-	-
East	-	-
West	North Walton Boulevard	Arterial

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 the location of two vacant commercial buildings along an established but redeveloping commercial corridor.

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

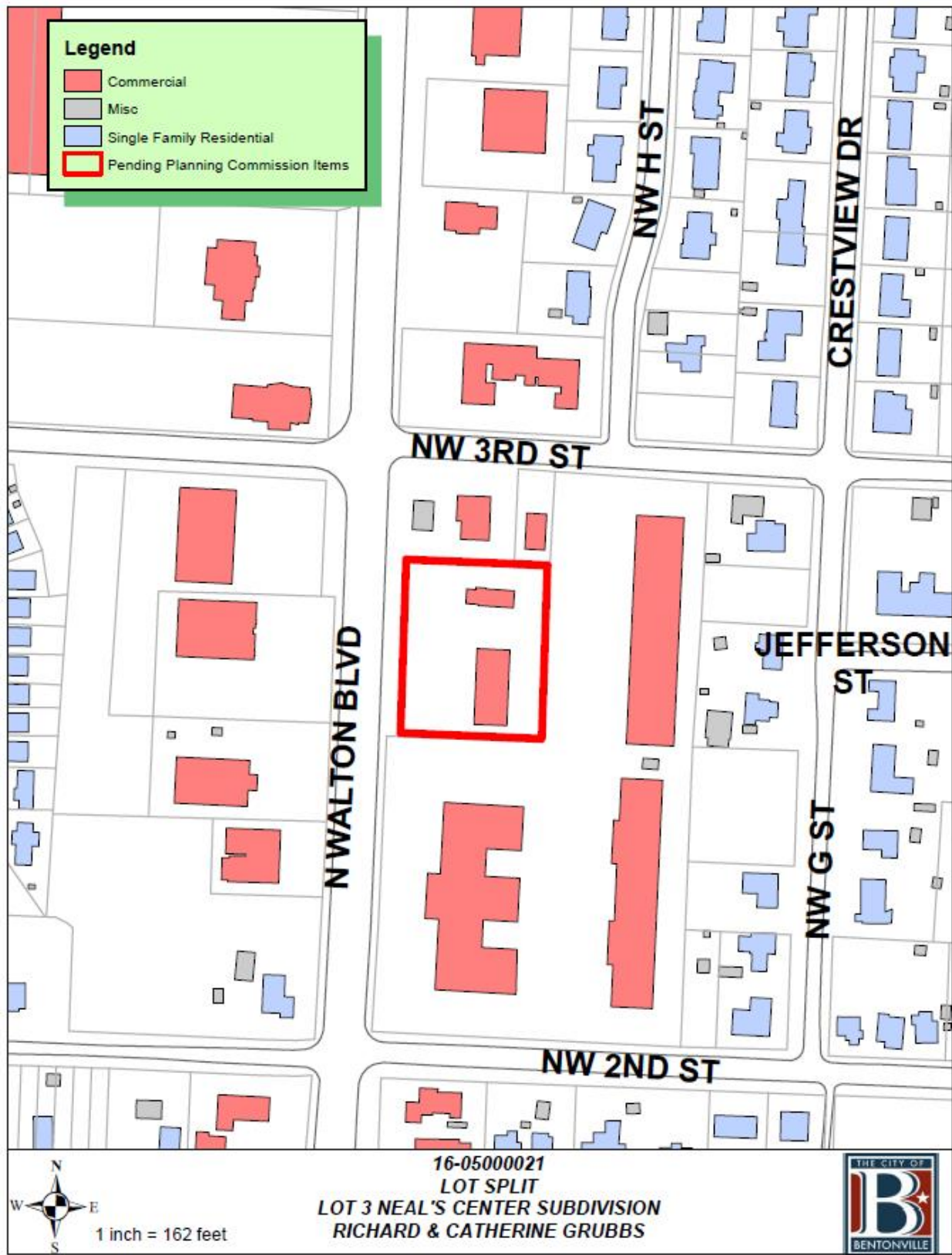
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 3 NEAL'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 3 Neal's Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 7th day of June, 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 opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 3 Neal'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 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: Lots 82, 83, 84, 85, 86 & 87 Windemere Woods Phase 1

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 7, 2016

GENERAL INFORMATION:

Project Number: 16-05000022

Applicant(s): Craig Wimsatt, Christopher Scheibal, Grant Lightle, Thambipillai Kamalanathan, Liam Buckley & Autumn Ave. Property, LLC

Representative: CEI Engineering Associates (Kevin Hall)

Requested Action: Lot Split Approval

Location: 1702, 1802, 1804, 1808 & 1810 NW Autumn Avenue & Peach Orchard Road

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for properties located north of Northwest Autumn Avenue, all of which are located in an R-1, Single Family zoning district. The plat as provided by the applicants shows the adjustment of the northern property lines of 5 existing lots and a parcel of un-platted section land that will become new lots 82, 83, 84, 85, 86 & 87 of Windemere Woods Phase 1 Subdivision. A small portion of right-of-way and a 20' utility easement will be dedicated on new lot 82 along Peach Orchard Road. All lots have access to public water and sewer.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Commercial (Future I-49)
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	Future I-49	Expressway
South	Northwest Autumn Avenue	Local
East	-	-
West	-	-

TRAFFIC FINDINGS

- (e) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (f) 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; these properties are the locations of occupied single family homes in an established single family neighborhood in the northwest part of the city.

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

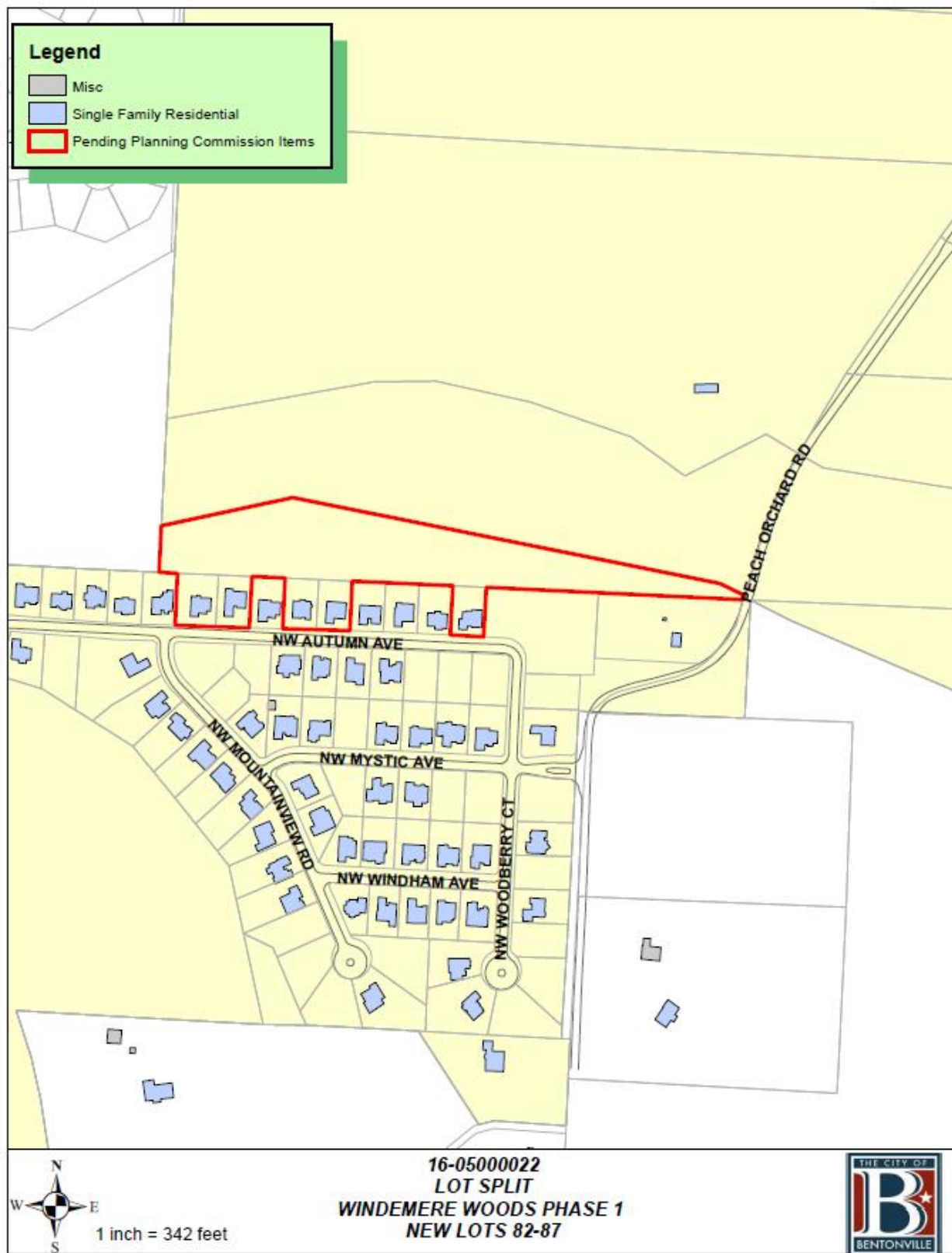
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 LOTS 82, 83, 84, 85, 86 & 87
WINDEMERE WOODS PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 82,83,84,85,86 & 87 Windemere Woods Phase 1, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 7th day of June, 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 opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 82,83,84,85,86 & 87 Windemere Woods Phase 1 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 13, Block 5, Clark's 2nd Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 7, 2016

GENERAL INFORMATION:

Project Number: 16-07000012

Applicant: Mark & Alyson Brittain

Representative: Bates & Associates (Justin Reid)

Requested Action: property Line Adjustment Approval

Location: 307 Southwest 'E' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 307 Southwest 'E' Street in the R-1, Single Family Residential zoning district. The plat as provided indicates the removal of the common lot line between existing lots 10 & 11 to create a new single lot that will be known as Lot 13 (0.47 acres), Block 5 of Clark's 2nd Addition. The plat reflects the dedication of public right-of-way along Southwest 4th Street per the current 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	Downtown Mixed Use Residential
South	R-1, Single Family Residential	Downtown Mixed Use Residential
East	R-1, Single Family Residential	Downtown Mixed Use Residential
West	R-1, Single Family Residential	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	-	-
South	Southwest 4 th Street	Local
East	-	-
West	Southwest 'E' Street	Local

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of a vacant single family residential lot in an established single family neighborhood in the southwest part of downtown.

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

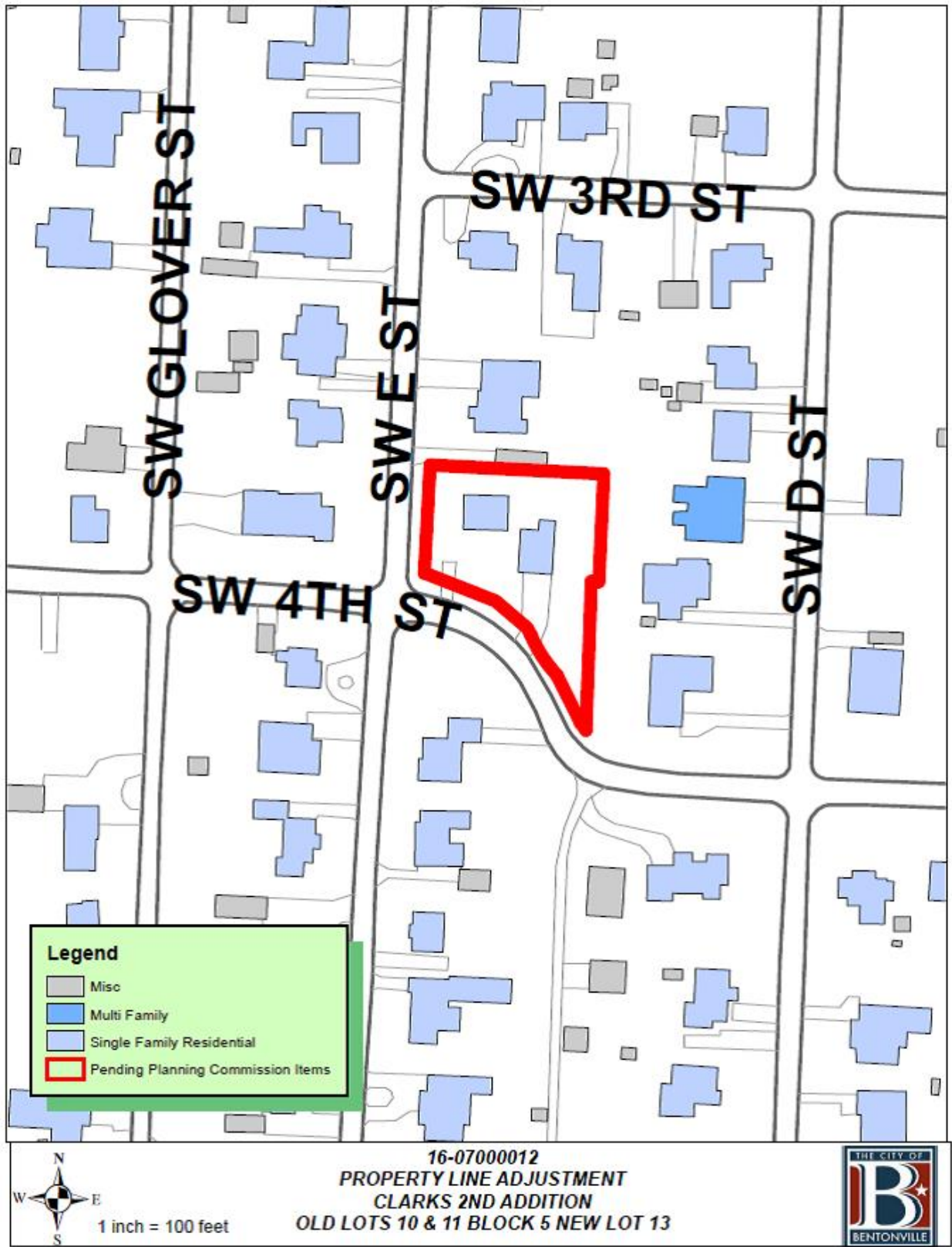
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 LOT 13, BLOCK 5, CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 13, Block 5, Clark's 2nd Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 7th day of June, 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 Lot 13, Block 5, Clark's 2nd 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

Planning Commission Staff Report

Property Line Adjustment: Lot 3 Blake Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: June 7, 2016

GENERAL INFORMATION:

Project Number: 16-07000014

Applicant: Casa de Hormigas, LLC

Representative: Rope Swing (Jordan Garner)

Requested Action: Property Line Adjustment Approval

Location: 301 Northeast Blake Avenue

Existing Zoning: D-E, Downtown Edge

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located at 301 Northeast Blake Avenue in the D-E, Downtown Edge zoning district. The plat as provided shows the removal of the common lot line between existing lots 1 & 2 that will create a new single lot that will be known as Lot 3 (0.99 acres) of Blake Addition. The plat reflects the dedication of public right-of-way along Northeast Blake Avenue, Northeast 'B' Street and Northeast 'C' Street per the current 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	Downtown Mixed Use Residential
South	D-E, Downtown Edge	Downtown Mixed Use Residential
East	R-1, Single Family Residential	Downtown Mixed Use Residential
West	D-E, Downtown Edge	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	Northeast 3 rd Street	Local
South	Northeast Blake Avenue	Local
East	Northeast 'C' Street	Local
West	Northeast 'B' Street	Local

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of a single family home near the downtown square.

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

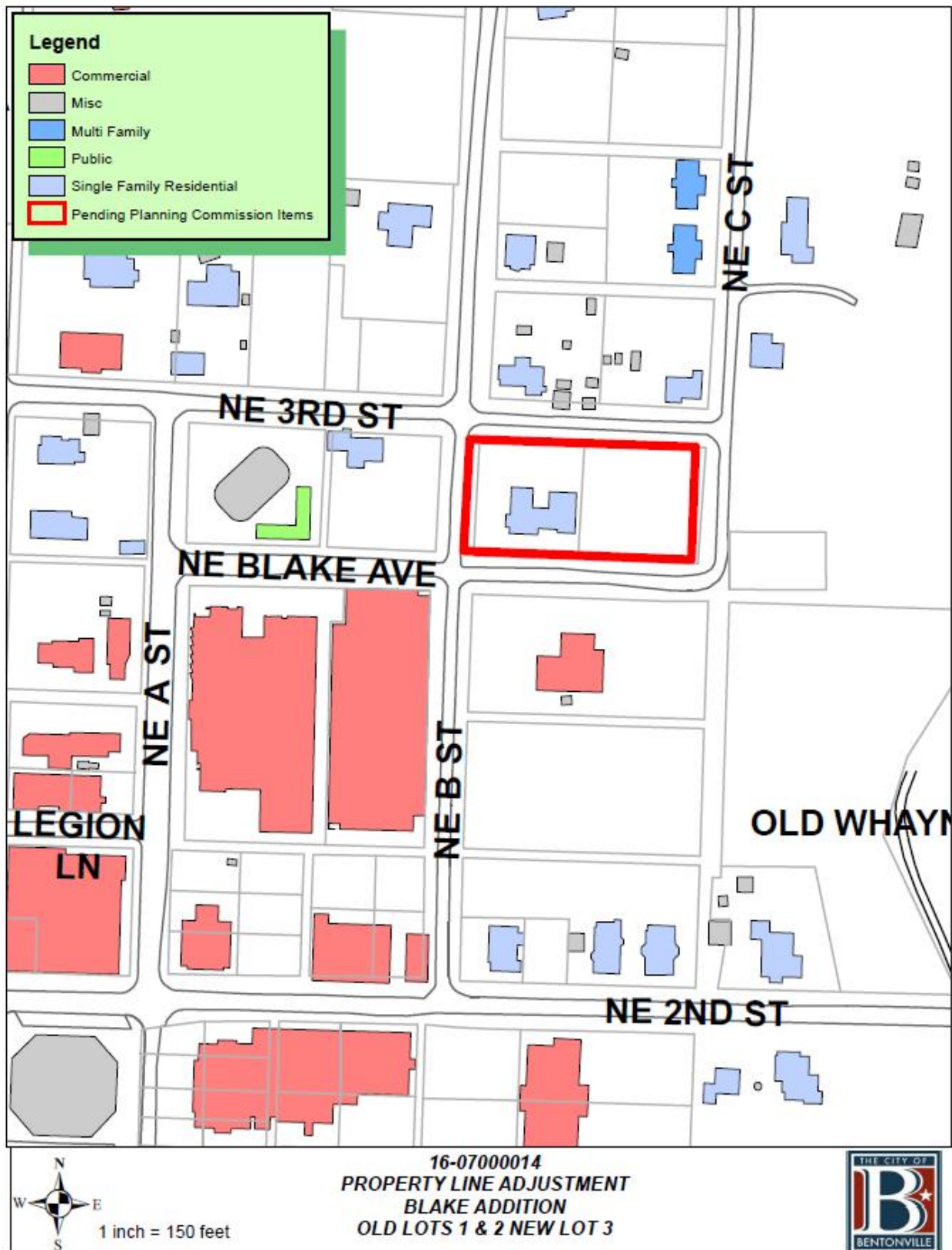
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 LOT 3, BLAKE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 3, Blake Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 7th day of June, 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 Lot 3, Blake 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, ZONING CODE TO REVISING THE HEIGHT, BULK, AREA AND SETBACK REQUIREMENTS IN THE R-C2 CENTRAL RESIDENTIAL – MODERATE DENSITY ZONING DISTRICT AND REDUCING MAXIMUM HEIGHT ALLOWED IN ALL ZONING DISTRICTS.

WHEREAS, the current regulations for the R-C2 district are inconsistent with the intent of the district; and,

WHEREAS, the current maximum residential heights are incompatible in residential areas;

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

Section 1: That the Bentonville Municipal Code, Chapter 14 Zoning Code, Article 201 definitions be hereby amended by adding the following term and definition:

Dwelling, Townhouse or Row House – End Block: A townhouse or row house development located at the end of a block.

Section 2: That the Bentonville Municipal Code, Chapter 14, Zoning Code, Article 401.7 Residential Districts should be and the same is hereby amended with the following; deleted text shown as a strikethrough and added text highlighted:

2. Lot and Area Requirements

Residential Bulk and Area Standards						
District	Structure type	Lot area (sq. ft.)	Land area per dwelling unit (sq. ft.)	Lot width (ft.)	Max. coverage	
					Interior Lot	Exterior / Corner lot
R-C2	Single Family and all others not specifically listed	3,000 4,000	-	15' 35' with rear alley or rear private drive access; or 50' without rear alley or rear private drive access	60%	60%
	Two Family / Duplex Townhomes – End Block	7,000	2,000	45' 20' per dwelling unit with rear alley or rear private drive access; or 25' per dwelling unit without rear alley or rear private drive access	60%	60%
	Townhomes (attached)	-	2,400	15' per unit	80%	80%
	Multi-Family (4+ units)	-	2,400	No Min.	No Max.	No Max.
	All others	4,500	--	15'	60%	60%

3. Minimum Setback Requirements

- (a) **Garages:** The minimum front setback for street facing garages shall be 30' from the front property line that the garage faces. The minimum front setback for side- or rear-loading garages shall be 20' from the front property line. The minimum garage setbacks apply to attached and detached garages. (Ord. No. 2004-63, 3-23-04).

In the R-C2 and R-C3 districts, the prominence of garages shall be reduced by locating them as far as is feasible from public streets, along alleys on the rear half of the lot. Where garages must face a public street, the garage shall be located as far back from the edge of the public right-of-way as possible and shall maintain a five (5) foot minimum setback from the rear and side property lines. ~~when a rear alley or rear private drive exists or is planned, a rear-loading garage is required. When no rear alley or rear private drive exists or is planned, a front-loading garage is allowed, but must be pushed toward the rear lot line.~~ Where garages must be located on the front façade, the ~~and~~ must be recessed a minimum of six (6) feet from the front façade of the building.

(Ord. No. 2006-33, 2-28-06)

- (c) **Standards (in feet):**

District	Structure Type	Front	Side		Rear
			Interior	Exterior	
R-C2	Single-family and all others not specifically listed	20	5	40-20	15
	Two-family, Duplex	20	5; 0 where attached	40 20	15
	Townhomes - End Block	10	5; 0 where attached	10	40 15
	Multi-Family	40	0	40	40
	All others	20	5	40	15

4. Height Requirements (Ord. No. 2006-33, 2-28-06)

Standards: The maximum height permitted in all residential districts is 40 ~~36~~ feet, except R-C2 and R-C3, which shall be 60 feet in R-C2 and 80 feet in R-C3.

Section 4: That the Bentonville Municipal Code, Chapter 14, Zoning Code, Appendix A Table of Permitted Uses should be and the same is hereby amended with the following in the RC-2 zoning district:

- Change “dwelling-multi-family” from permitted to not permitted.
- Change “dwelling – townhouse or row house” from permitted to not permitted
- Add a category of “dwelling – townhouse or row house – end block” and show it as permitted.

Section 4: 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 Bob McCaslin

ATTEST:

City Clerk

REZONING: Medlin (R-1, Single Family Residential to RC-2, Central Residential-Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: March 15, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000002

Applicant/Current Owner: Kenneth & Sarah Medlin

Representative: Todd Jacobs (Jacobs Group)

Requested Action: Rezoning

Location: 406 Southeast 'D' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: RC-2, Central Residential-Moderate Density

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is occupied by and existing single family home in a mixed use area of the downtown.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant Parcel	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Residence	R-1, Single Family Residential	Downtown Mixed Use Residential
East	Warehouse/office	R-1, Single Family Residential	Mixed Use
West	Single Family Residence	R-1, Single Family Residential	Low Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	Southeast 'D' Street	Local Street	20' of asphalt no curb or gutter
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On February 12, 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 February 12, 2016. In addition, staff posted a notice of public hearing sign on the property on February 26, 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 intent of the RC-2 zoning designation to the allow for the redevelopment within the downtown area. The RC-2 district allows for a variety of housing types for a variety of lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial zones. The property is east of an existing warehouse/office building and is bordered on the west side by a low density single family neighborhood. The RC-2 designation is appropriate for this location and is consistent with all land use principles and policies.

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

Finding(s) of Staff: The proposed rezoning will not create an increase to traffic in the area.
The property is located within the downtown area and the existing street grid network is adequate in this area.

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

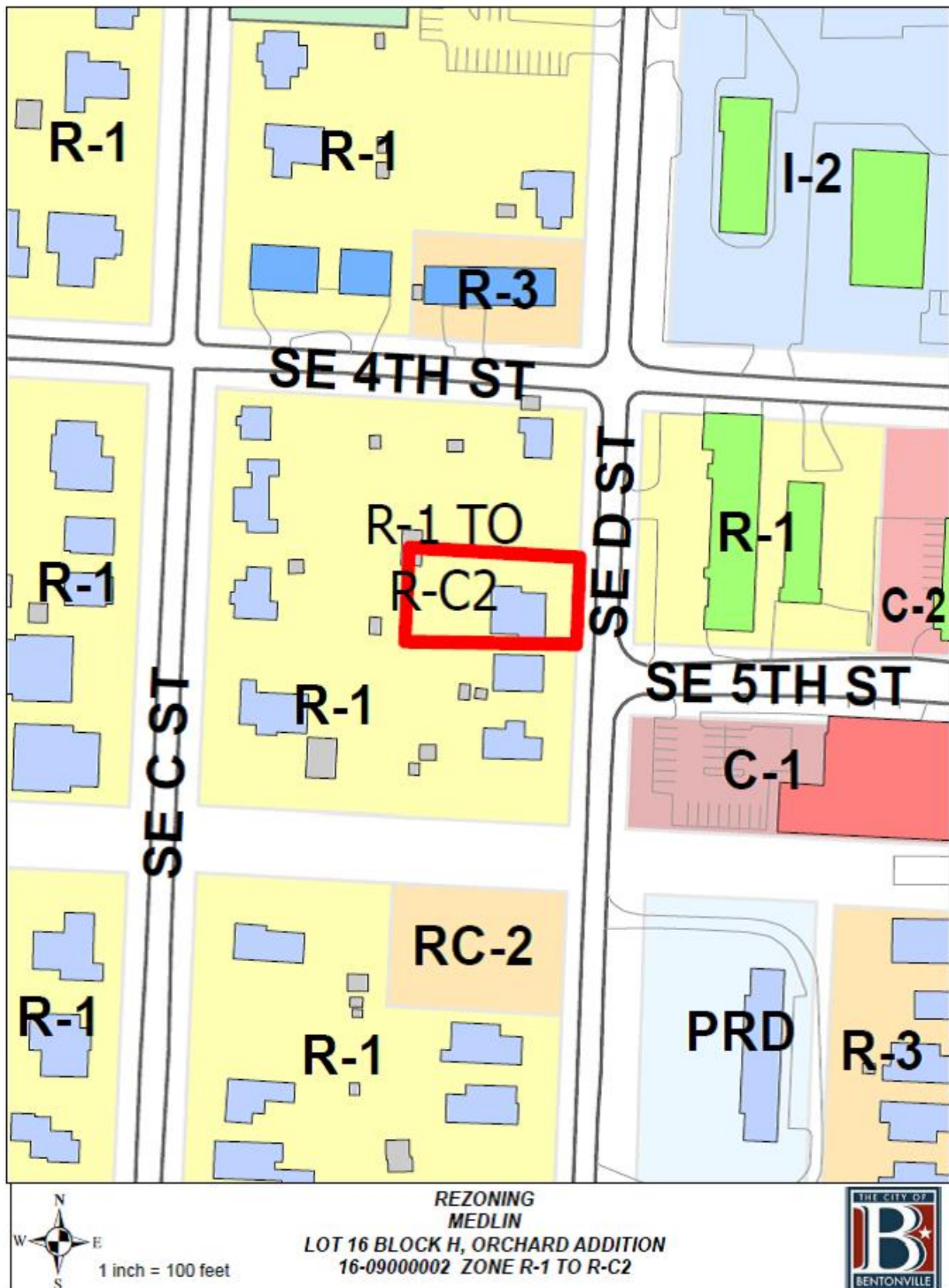
Finding(s) of Staff: City services are adequate at this location. Water and sewer are both available in Southeast 'D' Street.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

STAFF RECOMMENDATION

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



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO RC-2, CENTRAL
RESIDENTIAL MODERATE DENSITY.**

WHEREAS, Kenneth & Sarah Medlin 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 RC-2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lot 16 Block H, Orchards Addition as shown on Plat Record 2014 Page 192 in the Benton County Clerk's Records-Benton County, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 15th day of March 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 RC-2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to RC-2 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

REZONING: CHP, LLC (R-1, Single Family Residential to R-C2, Central Residential – Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, AICP, Senior Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: May 3, 2016 & May 17, 2016 & June 7, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000010

Applicant/Current Owner: CHP, LLC

Representative: Terry Ging Services

Requested Action: Rezoning

Location: 304 Southwest Glover Street

Existing Zoning: R-1, Single Family Residential

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

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; the property is currently the location of the single family residence in a redeveloping downtown residential neighborhood.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Dwelling	R-C2, Central Residential – Moderate Density and R-1, Single Family Residential	Downtown Mixed Use Residential
East	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Single Family Dwelling	R-1, Single Family Residential and RC-2, Central Residential Moderate Density	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South			
East	Southwest Glover Street	Local street	2 lane asphalt, no curb or gutter

West		
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LEGAL NOTIFICATIONS

Public Notice: On **March 17, 2016**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site, However three property owners were not notified at that time. Staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **March 21, 2016**. In addition, staff posted a notice of public hearing sign on the property on **April 1, 2016**. This **DOES** meet legal noticing requirements and is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

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

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

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

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

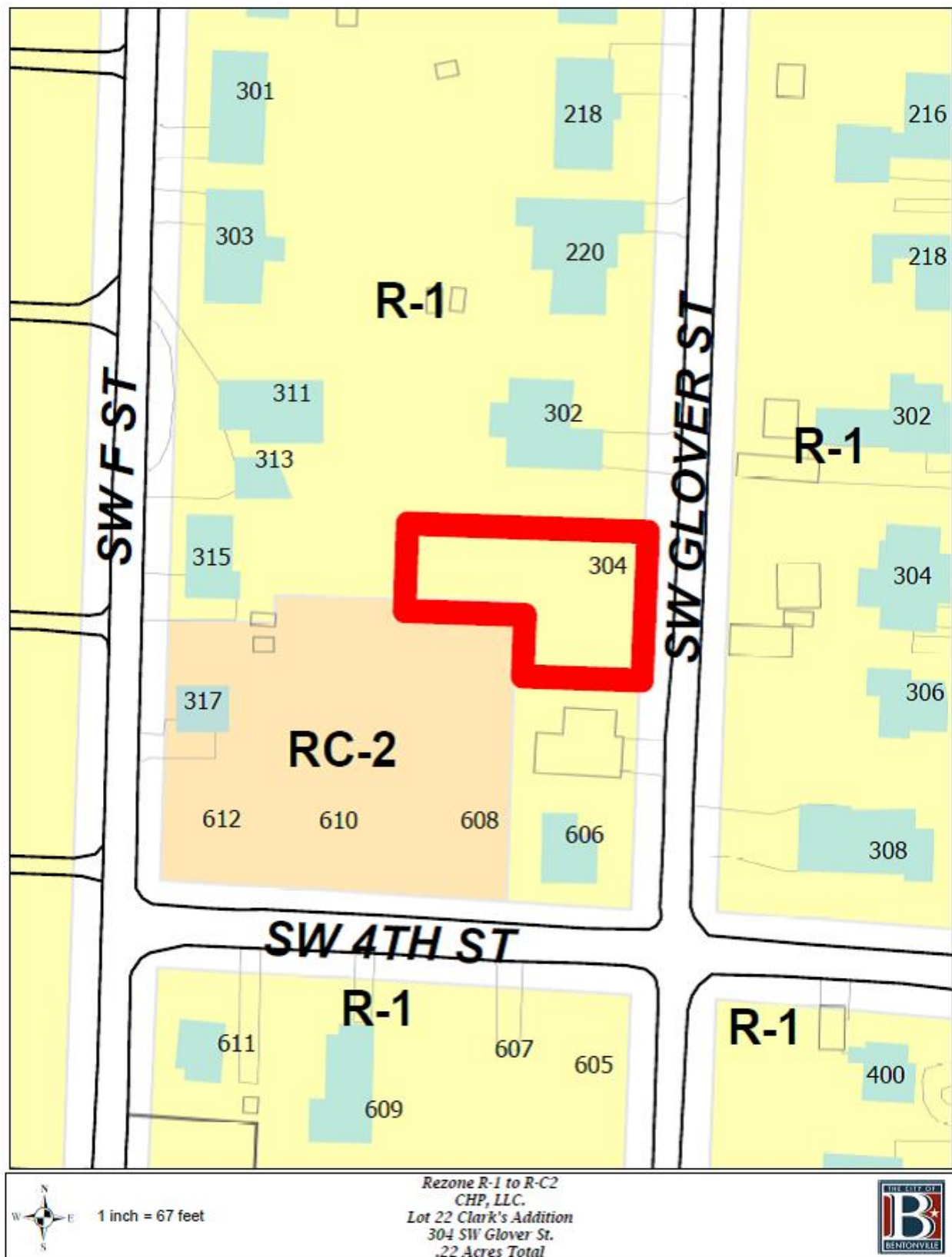
ANALYSIS, CONCLUSION, & SUMMARY

The RC-2 zoning district will allow for the construction of a variety of housing types while creating density to the downtown. The RC-2 zoning district will facilitate consistent housing with adjoining properties while prohibiting multifamily housing that is not compatible.. The additional density will further increase the validity of downtown businesses without adversely impacting city infrastructure.

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

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends this item be **APPROVED**.



ORDINANCE NO. _____

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

WHEREAS, CHP, LLC 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 R-C2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

All of Lot 22 Clark's Addition Bentonville, Arkansas as shown on Benton County Clerk's records Book 2014 Page 506 Benton County, Arkansas.

More commonly known as 304 Southwest Glover Street

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of June 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 R-C2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to R-C2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR

REZONING: Marrs Developing, LLC (R-1, Single Family Residential to R-C2, Central Residential – Moderate Density)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: May 3, 2016 & May 17, 2016 & June 7, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000014

Applicant/Current Owner: Marrs Developing, LLC

Representative: Newell Development (Jake Newell)

Requested Action: Rezoning

Location: 305 Southwest 'D' Street

Existing Zoning: R-1, Single Family Residential

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

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; the property is currently the location of the single family residence in a redeveloping downtown residential neighborhood.

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

Surrounding Land Uses & Zonings:

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

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	Southwest 'D' Street	Local street	2 lane asphalt, no curb or gutter

West	-	-	-
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LEGAL NOTIFICATIONS

Public Notice: On **March 30, 2016**, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site, However three property owners were not notified at that time. Staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **April 4, 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 is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

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

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

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

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

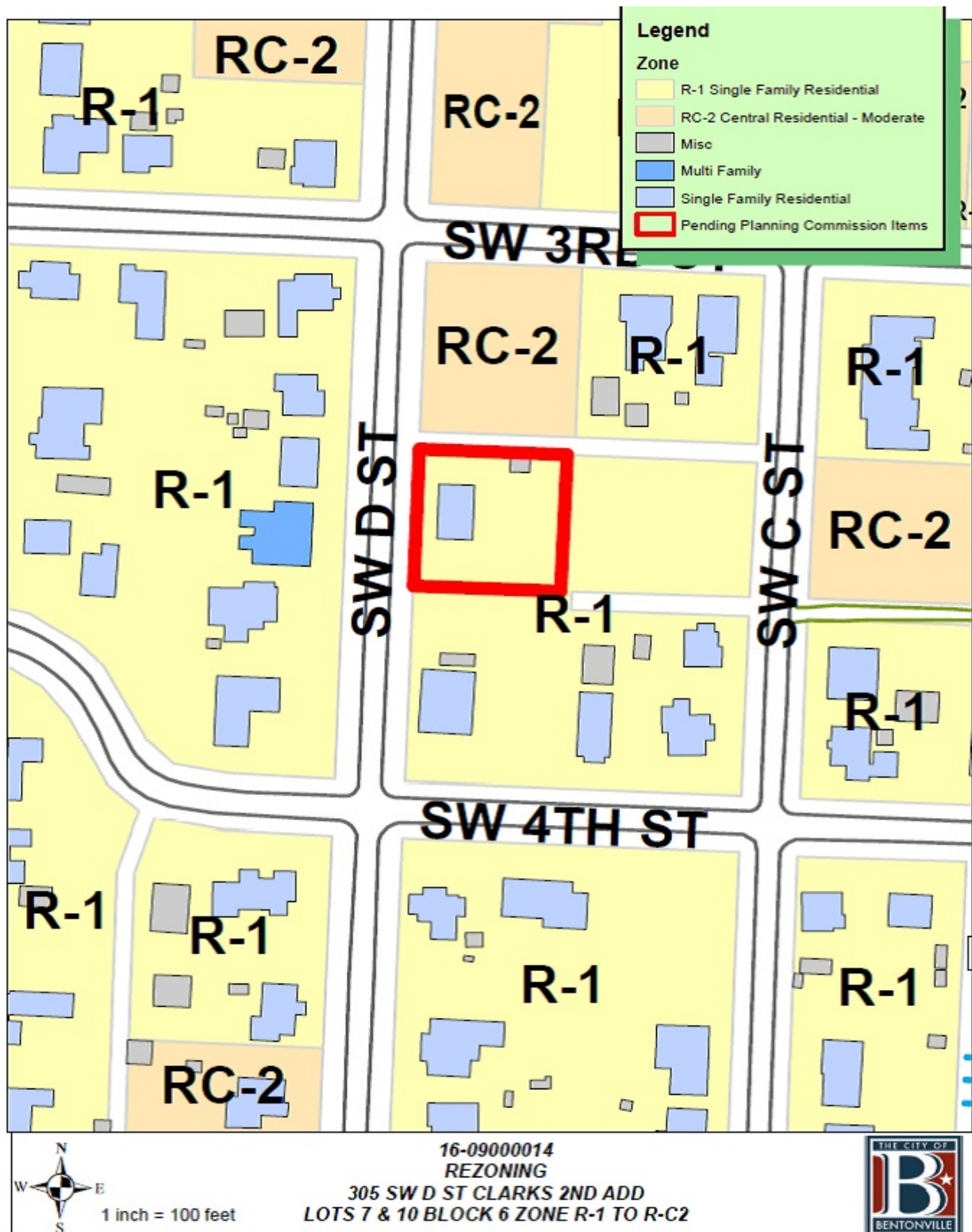
ANALYSIS, CONCLUSION, & SUMMARY

The RC-2 zoning district will allow for the construction of a variety of housing types while creating density to the downtown. The RC-2 zoning district will facilitate consistent housing with adjoining properties. The additional density will further increase the validity of downtown businesses without adversely impacting city infrastructure.

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

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends this item be **APPROVED**.



ORDINANCE NO. _____

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

WHEREAS, Marrs Developing, LLC 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 R-C2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lots 7 and 10, Block 6, Clark's 2nd Addition, to the City of Bentonville, Benton County, Arkansas, as shown on plat record 'Q' at page 502.

More commonly known as 305 Southwest 'D' Street

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 7th day of June 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 R-C2 property;

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

Section 1: That the above described real property is hereby changed from its present classification to R-C2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley and Street Right of Way located at SW A Street by SW A Building, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO _____

ORDINANCE VACATING AN ALLEY AND RIGHT OF WAY LOCATED WITHIN CLARKS 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by SW A Building, LLC with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an alley and right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the alley/right of way vacation to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described alley vacation.

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

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

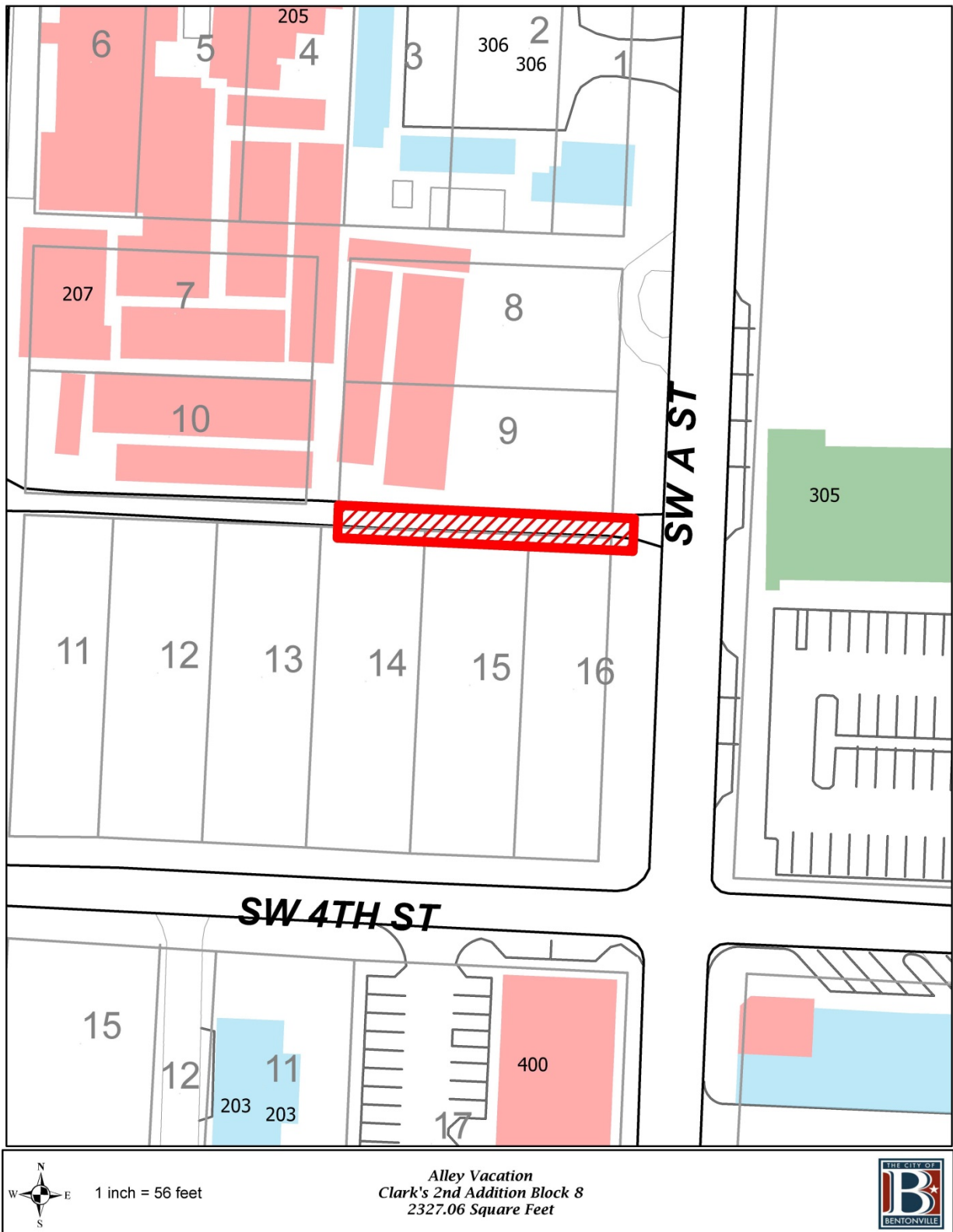
A TRACT OF LAND BEING A PART OF THE RIGHT OF WAY OF SW 4TH STREET AND LYING SOUTH OF LOTS 11-16, BLOCK 8, CLARK'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD Q AT PAGE 502. BEGINNING AT SOUTHWEST CORNER OF LOT 11, BLOCK 8, CLARK'S ADDITION; THENCE RUN SOUTH 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.

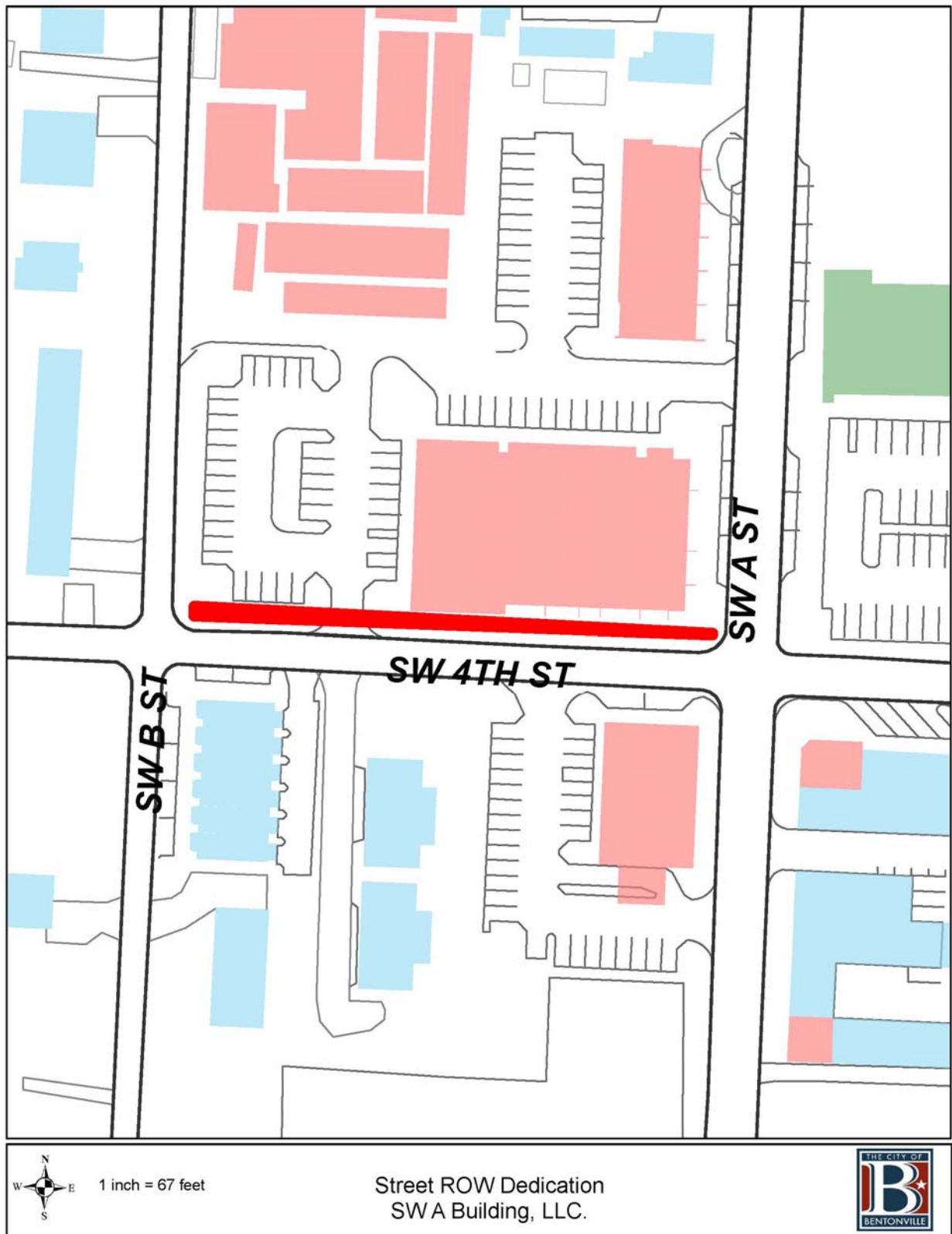
Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

BOB MCCASLIN, Mayor
City of Bentonville, Arkansas







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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A Resolution authorizing the Mayor and City Council to enter into a contract with the Arkansas Highway and Transportation Department (AHTD) for the relocation of OH electric lines along Hwy 102 associated with Highway Job CA0902. The total estimated cost of relocation will be \$110,023.22, 52.9% of which will be reimbursed by the AHTD.

COST TO CITY:

Cost of this Request: \$110,023

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

DATE: June 6, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

**RE: Resolution for the Mayor and City Council to
enter into an agreement with AHTD for Hwy 102
OH Electric utility relocation**

The Electric Department recommends entering into a contract with Arkansas Highway and Transportation Department (AHTD) for the relocation of OH Electric lines located along the south side of Hwy 102 associated with AHTD Job CA0902. The total estimated cost of \$110,023.22 and the AHTD will reimburse the City Of Bentonville \$58,280.69 (52.9% of the total costs).

AHTD CA0902 is a CAP project that will widen I-49, improve the Hwy 72 interchange, and add a lane to the south side of Hwy 102 from the east side of Sonic to the Hwy 102 interchange. The lane addition to Hwy 102 requires the OH Electric to be relocated, and BEUD will perform this work in-house.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

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



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

May 26, 2016

Mr. Travis Matlock, PE
Engineering Director
Bentonville Electric Utility Department
117 W. Central Ave.
Bentonville, AR 72712

RE: Job CA0902 (Utilities)
Hwy. 62/102 – Hwy. 72
(Widening & Intchng. Impvts.) (S)
Route 71 Section 19
Benton County

Dear Mr. Matlock:

The estimate of cost and plans covering your proposed adjustments on the referenced job have been reviewed and an agreement prepared in accordance with the proposal. The original and one (1) copy of the agreement are enclosed for your review and execution. This agreement has been prepared on the Department's standard utility relocation agreement. Reimbursement will be made on the actual cost payment procedure. If reimbursement is being sought, materials used are to be in compliance with Buy America provision under guidelines of 23 U.S.C. 313 and CFR 635.410.

Please return the signed and witnessed original to this office for further handling (do not fill in the date). The extra copy is for your file until you receive the approved agreement and Work Order Letter. The adjustment work must not be started prior to authorization from this office. Please call me if you have any questions.

Sincerely,

Arkansas State Highway and Transportation Department
Connecting Arkansas Program

Marvin G. Dalla Rosa, PE
Utility Coordinator
501-537-3405
mgdallarosa@garverusa.com

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

Attachments: CA0902_Bentonville Electric Utility Dept. Relocation Agreement

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No CA0902 (Utilities) County Benton
Federal Aid Project 9991 Route 71 Section 19
Job Location Hwy. 62/102 – Hwy. 72 Utility Owner City of Bentonville
(Widening & Intchng. Impvts.)(S) Electric Utilities

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

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

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

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment (**See Exhibit A**) is eligible for reimbursement for the **actual cost** which is estimated to be **\$110,023.22**, of which **\$58,280.69** is to be paid by the Department and **\$51,742.53** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **51 calendar** days and complete within **31 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

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

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims,

actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Bentonville Electric Utilities**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT**

Name (Typed or Printed)

(For) Director of Highways &
Transportation

Title

CAP – DPM - Engineering

Signature

CAP - Utility Coordinator

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

EXHIBIT A

The City of Bentonville Electric Utilities will demolish and reconstruct existing electrical distribution lines by removing six (6) poles complete with attachments. Three (3) of the six (6) power poles are on private property; therefore, the reimbursable factor is $3/6 = 50\%$ for the overhead electrical portion of the project. Service will be restored by installing nine (9) new poles complete with appurtenances. The City of Bentonville will also be responsible for the relocation of two pylon signs. This portion of the work will also be reimbursed at the 50% rate noted above.

Approximately 1,100 linear feet of the underground electric feed servicing a restaurant will need to be replaced. Since all of the underground electric service is located outside of the current right of way, the underground electric service work will be reimbursed at 100% (1,100 ft. / 1,100 ft. = 100%).

The Owner is not adequately staffed to perform this work; therefore, contract forces will be utilized and selected by low bid process.

SUMMARY OF COSTSOVERHEAD ELECTRICAL

Materials (Overhead)	\$ 18,842.92	
Labor, Contract (Overhead)	\$ 52,017.14	
Labor, Contract (Pylon Signs)	<u>\$ 32,625.00</u>	
Reimbursable Factor @ 50.00% x	\$ 103,485.06 =	\$ 51,742.53

UNDERGROUND ELECTRICAL

Materials (Underground)	\$ 2,952.72	
Labor, Contract (Underground)	<u>\$ 3,585.44</u>	
Reimbursable Factor @ 100.00% x	\$ 6,538.16 =	\$ 6,538.16
Total Cost	\$ 110,023.22	
Total Reimbursable Cost		\$ 58,280.69

Dalla Rosa, Marvin G.

From: Yandell, David, W
Sent: Thursday, October 15, 2015 10:19 AM
To: 'Travis Matlock'
Cc: Ruck, W. E. (Bill); Graham, Thomas C.; Cruz, Barry W. (Barry.Cruz@ahtd.ar.gov)
Subject: RE RE: BEUD - CA0902 Reimbursement ltr

It is my understanding that all cost related to the relocation will be reimbursed based off of the reimbursement factor. So the reimbursement would be 50%.

David Yandell, PS
Garver
501-537-3272

From: Travis Matlock [mailto:tmatlock@bentonvillear.com]
Sent: Thursday, October 15, 2015 9:53 AM
To: Yandell, David, W
Cc: Foster, Elizabeth A.; Ruck, W. E. (Bill); Graham, Thomas C.
Subject: RE: BEUD - CA0902 Reimbursement ltr

Including the reimbursement for the pylon sign relocation?

Travis Matlock, PE
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, AR 72712
479-271-5941
fax 479-271-5994

From: Yandell, David, W [mailto:DWYandell@GarverUSA.com]
Sent: Wednesday, October 14, 2015 4:54 PM
To: Travis Matlock
Cc: Foster, Elizabeth A.; Ruck, W. E. (Bill); Graham, Thomas C.
Subject: RE: BEUD - CA0902 Reimbursement ltr

We recommended the overhead option and AHTD agreed that they would prefer the cheaper overhead option. Please proceed with finalizing the overhead design, cost estimate and schedule.

Thanks,

David Yandell, PS
Garver
501-537-3272

From: Travis Matlock [mailto:tmatlock@bentonvillear.com]
Sent: Wednesday, October 14, 2015 3:27 PM
To: Yandell, David, W; Foster, Elizabeth A.
Subject: RE: BEUD - CA0902 Reimbursement ltr

David, have not heard anything from Garver about CA0902. Is the AHTD still anticipating have the utilities relocated by April 2016?

Thanks.

Travis Matlock, PE
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, AR 72712
479-271-5941
fax 479-271-5994

From: Travis Matlock
Sent: Wednesday, September 09, 2015 11:47 AM
To: David Yandell; Foster, Elizabeth A. (EAFoster@GarverUSA.com)
Subject: BEUD - CA0902 Reimbursement ltr

David, please find two different estimates. One is for the overhead relocation and the pylon sign relocation, the other is to take a portion of the overhead underground in order to not relocate the pylon signs. As I have stated, the underground option is much more expensive than the overhead relocation and pylon sign relocation. If Garver can expedite the official notice to finalize the overhead option, BEUD can get everything finalized and get this relocation in the queue so that we are not holding any of the roadwork up.

If you have any questions, give me a call.

Thanks.

Travis Matlock, PE
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, AR 72712
479-271-5941
fax 479-271-5994



February 2, 2016

David Yandell, PS
Garver
1010 S Battery St.
Little Rock, AR 72202-4556
501-537-3272

RE: Hwy 62/102 – Hwy 72 Widening and Interchange Improvements
Job No. CA0902
Utility Reimbursement

Dear Mr. Yandell,

Pursuant to the AHTD request, the following is the Bentonville Electric Utility Department (BEUD) estimate of construction cost that are associated with the relocation of the power line and pylon signs to accommodate the proposed Hwy 102 widening from Moberly Ln. (just east of Sonic) to the I-49 on-ramp.

Based on correspondence with Garver, the reimbursable amount for the overhead construction is based on a factor of 50% of the existing line being located outside the AHTD ROW. The reimbursable amount for the underground construction is based on a factor of 100% of the existing line being outside the AHTD ROW (Subway re-feed). The two pylon signs to be relocated will be at 100% because they are located outside the AHTD ROW.

BEUD has prepared and attached a cost reimbursement for the overhead using the percentages discussed with AHTD that include all the labor/equipment/materials. The total overhead reimbursement is \$35,430.03 and the total underground reimbursement is \$6,538.16. The pylon sign reimbursement is \$32,625.00. (See attached breakdown)

City of Bentonville – 117 W. Central – 479-271-3135 – www.bentonvillear.com

The total reimbursement cost of construction to the City Of Bentonville is \$74,593.19. No arbitrary percentages or amounts have been added to this cost estimate to cover assumed costs.

Once authorized by the Department, BEUD will begin construction on or before May 1st and it will take approximately 1 month to complete.

If you have any questions, please feel free to contact me at 479-271-5941.

Thank you.

Best Regards,



Travis Matlock, PE
Engineering Director



City of Bentonville Electric Utilities
Hwy 102 Utility Relocation Estimate

Charge	Total	Reimbursement Factor	Reimbursement Amount
Overhead Materials	\$18,842.92	50.00%	\$9,421.46
Underground Materials	\$2,952.72	100.00%	\$2,952.72
Overhead Labor/Equipment	\$52,017.14	50.00%	\$26,008.57
Underground Labor/Equipment	\$3,585.44	100.00%	\$3,585.44
Pylon Sign Relocation	\$32,625.00	100.00%	\$32,625.00
			\$74,593.19

OVERHEAD MATERIALS LIST		Total Cost		\$ 18,842.92
Hwy 102 Widening		Work Order#:		
Description	Inventory Part #	Qty	Price Each as of 10/8/14	EXT Price
ANCHOR - PISA ROD 3/4" X 7'	280 075 0147	6	\$ 19.16	\$ 114.96
ANCHOR - SCREW IN "TOUGH ONE" 14"	280 075 0000	6	\$ 73.29	\$ 439.74
BRACES - WOOD 60"	285 002 6048	5	\$ 16.09	\$ 80.45
CLAMP - HOTLINE CLAMPS - COPPER-ALUMINUM	285 073 3138	17	\$ 9.12	\$ 155.04
CLAMP - STIRRUP - #4-4/0 ACSR	285 073 4837	4	\$ 13.21	\$ 52.84
CLAMP - STIRRUP - 477 ACSR	285 073 4838	13	\$ 31.54	\$ 410.02
CROSSARM - FIBERGLASS McCLAIN - 8'	285 002 0215	2	\$ 225.73	\$ 451.46
CROSSARM - FIBERGLASS McCLAIN - 10'	285 002 0000	1	\$ 283.45	\$ 283.45
CROSSARM - WOOD 3 5/8" X 4 5/8" X 8'	285 002 0210	5	\$ 30.04	\$ 150.20
DEADEND SHOES - 1/0 AND SMALLER	285 073 2427	4	\$ 6.37	\$ 25.48
DEADEND SHOES - 4/0 AND LARGER	285 073 2427	20	\$ 12.10	\$ 242.00
EQUIPMENT - ARRESTER - 10K	285 003 0412	16	\$ 30.50	\$ 488.00
EQUIPMENT - MOUNT RC3A FOR THREE PHASE	285 031 0000	6	\$ 135.72	\$ 814.32
EQUIPMENT - SUPPORT BRACKET FOR 1-PH UG TAKEOFF	285 073 4935	1	\$ 15.35	\$ 15.35
EQUIPMENT - SUPPORT BRACKET MB-3	285 078 4939	7	\$ 11.99	\$ 83.93
EQUIPMENT - SUPPORT BRACKET WRAP STYLE	285 078 4936	3	\$ 21.70	\$ 65.10
EQUIPMENT - T-BRACKET (FOR CUTOUT & ARRESTER)	285 031 0000	4	\$ 34.49	\$ 137.96
EQUIPMENT - TERMINATOR - 1/0 OR 4/0 (INCLUDES 1/0 STEM)	285 078 5336	7	\$ 71.45	\$ 500.15
EQUIPMENT - TERMINATOR - 500 OR 750 (INCLUDES 750 LUG)	285 078 5336	3	\$ 148.49	\$ 445.47
FCI - OVERHEAD	285 034 0002	3	\$ 248.37	\$ 745.11
FUSE - 100A LIN	285 034 0000	6	\$ 9.71	\$ 58.26
FUSE - 40A LIN	285 034 2767	2	\$ 5.43	\$ 10.86
FUSE - CUTOUT - 100	285 034 2756	14	\$ 86.08	\$ 1,205.12
GROUND ROD - COPPER	280 075 2946	9	\$ 11.48	\$ 103.32
GROUND ROD CLAMP - COPPER	280 075 2909	9	\$ 1.14	\$ 10.26
GROUND - #6 GROUND WIRE - SOLID COPPER	280 016 5951	375	\$ 0.42	\$ 157.50
GROUND - GROUND WIRE MOLDING	540 069 0008	9	\$ 2.34	\$ 21.06
GUY - 3/8 EHS GUY WIRE	280 040 5953	400	\$ 0.39	\$ 156.00
GUY - ATTACHMEN	280 075 3016	10	\$ 7.25	\$ 72.50
GUY - GRIPS 3/8"	280 075 3030	21	\$ 2.40	\$ 50.40
GUY - PLASTIC GUARD	280 075 3048	6	\$ 2.56	\$ 15.36
GUY - STRAIN INSULATOR - 10' LENGTH	285 073 3240	9	\$ 28.79	\$ 259.11
GUY - STRAIN INSULATOR - 3' LENGTH	285 073 3239	4	\$ 14.70	\$ 58.80
INSULATOR - PIN TYPE - F-NECK	285 073 3259	22	\$ 3.07	\$ 67.54
INSULATOR - SINGLE POINT INSULATOR RACK	285 073 4337	3	\$ 4.77	\$ 14.31
INSULATOR - SPOOL	285 073 3236	5	\$ 0.62	\$ 3.10
INSULATOR - SUSPENSION/DEADEND "EPOXYLATOR"	285 073 3267	16	\$ 9.91	\$ 158.56
INSULATOR - SUSPENSION/DEADEND EXTENDED LENGTH	285 073 0000	1	\$ 57.32	\$ 57.32
JUMPER - 350 MCM COPPER	280 090 5951	20	\$ 12.16	\$ 243.20
JUMPER - 5KV JACKETED POLYWIRE	280 090 0000	251	\$ 0.69	\$ 173.19
PIN - CROSSARM, SADDLE TYPE	285 073 3960	10	\$ 14.30	\$ 143.00
PIN - CROSSARM, CA	285 073 4835	3	\$ 4.02	\$ 12.06
PIN - POLE TOP 18"	285 073 3929	5	\$ 6.41	\$ 32.05
POLE - 40/3	540 069 4057	2	\$ 270.35	\$ 540.70
POLE - 45/3	540 069 0000	6	\$ 305.73	\$ 1,834.38
POLE - 45/1	540 069 0001	1	\$ 445.15	\$ 445.15
SPADE - 2 HOLE - 500 MCM COPPE	285 029 5265	3	\$ 9.33	\$ 27.99
SPADE - 2 HOLE 90 DEGREE - 500 MCM COPPE	285 029 0002	3	\$ 56.67	\$ 170.01
STANDOFF - LARGE 9" BRACKET 12" BAR	285 031 2558	12	\$ 29.49	\$ 353.88
SWITCH - DISCONNECT FOR 750 UG TAP	285 079 0004	3	\$ 225.22	\$ 675.66
TIES - 477 TOP FOR FNEC	280 075 5459	22	\$ 10.24	\$ 225.28
TIES - 4/0 SPOOL TIE	280 075 5440	5	\$ 3.38	\$ 16.90
TRANSFORMER - 120/240V - 10KV	286 030 5570	2	\$ 689.24	\$ 1,378.48
TRANSFORMER - 120/240V - 25KV	286 030 5571	1	\$ 875.83	\$ 875.83
WILDLIFE - KADDAS KE-1068 ABB/CHANCE FUSE CUTOUT COVER (NO SU	286 005 0000	14	\$ 17.74	\$ 248.36
WILDLIFE - KADDAS KE-1077A TRANSFRMR BUSHING CAP (NO SUB)	286 005 0000	6	\$ 13.26	\$ 79.56
WIRE - PRIMARY - 4/0 ACSR PENQUIN	280 016 5949	1000	\$ 0.44	\$ 440.00
WIRE - PRIMARY - 477 ACSR PELICAN	280 016 5958	3000	\$ 0.85	\$ 2,550.00

11/17/2015

X:\Project Files\AHTD & Road Projects\Hwy 102 Widening Moberly to I49\Hwy 102 Materials List

2015 PROJECT MATERIALS LIST		Underground for Hwy 102			Total Material Cost	\$ 2,952.72
DESCRIPTION	PART NUMBER	QTY	NOTES	PRICE EACH (as of 3/11/13)	EXT PRICE	
CAP - PROTECTIVE 200 AMP	285 078 14355			\$ 22.23		
CAP - PROTECTIVE 600 AMP	285 078 00007		Only used if SW not used in SWGR	\$ 77.75		
ELBOW - 1/0 15 KV	285 078 25617	6		\$ 30.12	\$ 180.72	
ELBOW - 4/0 15 KV	285 078 25334			\$ 34.19		
ELBOW - 500 15 KV DEADFRONT	285 078 00003			\$ 139.83		
ELBOW - 750 15 KV DEADFRONT	285 078 00012			\$ 142.61		
ELBOW - LOADBREAK TAP PLUG	285 078 00022			\$ 113.98		
ELBOW - ARRESTER	285 078 25331			\$ 65.07		
FEED THRU - 200A 4 POINT LOADBREAK	285 078 35325			\$ 124.11		
FEED THRU - 600A 4 POINT DEADBREAK	285 078 00024			\$ 276.72		
GROUND - GROUND ROD 8' COPPER	280 075 29468			\$ 11.51		
GROUND - GROUND ROD CLAMP COPPER	280 075 29096			\$ 1.14		
GROUND - CASE TANK GROUND	286 005 55129			\$ 2.18		
GROUND - SWITCHGEAR TANK GROUND	286 005 00025			\$ 10.75		
GROUND - SWITCHGEAR - SPLIT BOLT FOR GROUNDING GRATE	285 029 00029			\$ 10.33		
INSERT - 200A LOADBREAK BUSHING WELL INSERT	285 078 12335			\$ 24.74		
JBP - 1PH - METAL ENCLOSURE	285 009 25622			\$ 341.01		
JBP - 1PH - CONCAST BOX PAD	285 009 00017			\$ 432.59		
JBP - 1PH - CONCAST MOUNTING PAD	285 009 00018			\$ 367.80		
JBP - 3PH 200A - METAL ENCLOSURE	285 009 25625			\$ 599.21		
JBP - 3PH 200A/600A - CONCAST BOX PAD	285 009 00015		USE FIBERGLASS FIRST (285 009 25624)	\$ 608.67		
JBP - 3PH 200A - CONCAST MOUNTING PAD	285 009 00016		USE FIBERGLASS FIRST (285 009 25624)	\$ 429.63		
JBP - 3PH 600A - METAL ENCLOSURE	285 009 00006			\$ 749.25		
JBP - 3PH 600A - CONCAST MOUNTING PAD	285 009 00019		USE FIBERGLASS FIRST (285 009 00007)	\$ 488.00		
PADLOCK - ELECTRIC	450 055 37500			\$ 7.33		
SECONDARY PEDESTAL	285 009 25667			\$ 276.96		
STANDOFF - 200A	285 078 40329			\$ 35.15		
SWITCHGEAR - AIS-9	285 079 00005			\$ 11,509.61		
SWITCHGEAR - AIS-10	285 079 00009			\$ 12,238.44		
SWITCHGEAR - AIS-11	285 079 00006			\$ 12,516.27		
SWITCHGEAR - AIS-12	285 079 00010			\$ 13,531.53		
SWITCHGEAR - FUSE UNIT END FITTING SML-20	285 079 50125			\$ 329.08		
SWITCHGEAR - FUSE S&C SMU-20 100K AMP	285 034 27650			\$ 85.41		
SWITCHGEAR - STEEL COVER PLATE	285 079 00034			\$ 134.07		
SWITCHGEAR - SMALL GRATING	285 079 00035			\$ 109.69		
SWITCHGEAR - LARGE GRATING	285 079 00036			\$ 158.91		
TRANSFORMER 15 KVA PADMOUNT	286 040 55712			\$ 1,050.79		
TRANSFORMER 25 KVA PADMOUNT	286 040 55717			\$ 1,464.56		
TRANSFORMER 37.5 KVA PADMOUNT	286 040 00002			\$ 1,688.37		
TRANSFORMER 50 KVA PADMOUNT	286 040 55725			\$ 1,652.70		
TRANSFORMER 75 KVA PADMOUNT	286 040 55729			\$ 1,646.67		
TRANSFORMER 100 KVA PADMOUNT	286 040 55733			\$ 2,781.35		
TRANSFORMER 167 KVA PADMOUNT	286 040 55738			\$ 3,180.72		
TRANSFORMER PAD - SMALL	286 005 55530			\$ 93.75		
TRANSFORMER PAD - LARGE	286 005 00014			\$ 162.24		
UTILCO 6-PDS 5/8" STUD (30-75 KVA)	285 078 56681			\$ 11.78		
UTILCO 6-PDS 1" STUD (100-167KVA)	285 078 56686			\$ 18.31		
WIRE - 1/0 15 KV JACKETED	280 095 59525	1100 FT		\$ 2.52	\$ 2,772.00	
WIRE - 1/0 CIC	280 095 00011	0 FT		\$ 3.44	\$ -	
WIRE - 500 MCM QUAD-UG	280 095 00013	0 FT		\$ 5.25	\$ -	
WIRE - 4/0 15 KV JACKETED	280 095 59526	0 FT		\$ 2.77	\$ -	
WIRE - 500 MCM 15KV 220 MIL E.P.R.	280 095 59620	0 FT		\$ 5.17	\$ -	
WIRE - 750 MCM 15KV 220 MIL E.P.R.	280 095 00002	0 FT		\$ 7.25	\$ -	
WIRE - 350 MCM QUAD-U/G	280 095 59590	0 FT		\$ 3.27	\$ -	
WIRE - 4/0 QUAD-U/G	280 095 59598	0 FT		\$ 2.24	\$ -	
WIRE - 350 MCM TRI-U/G	280 095 59616	0 FT		\$ 2.41	\$ -	
WIRE - 4/0 TRI-U/G	280 095 59527	0 FT		\$ 1.44	\$ -	
WIRE - 1/0 TRI-U/G	280 095 59593	0 FT		\$ 0.96	\$ -	
WIRE - ST. LIGHT #6 TRI-U/G ERKSINE	280 035 00003	0 FT		\$ 0.60	\$ -	
WIRE - #6 DUPLEX - U/G - CLAFIN	280 060 59627	0 FT		\$ 0.41	\$ -	
WIRE - #2, 7 STRAND	280 016 59522	FT		\$ 1.11		
WIRE - 4/0 BARE COPPER	280 016 00003	FT		\$ 3.29		
EQUIPMENT STANDOFF - BRKT 12" W/9" DPTH	285 031 25580			\$ 16.54		
SUPPORT BRACKET CABLE POSITIONER	285 078 49360			\$ 37.61		
SUPPORT BRACKET M8-3	285 078 49390			\$ 12.00		
TERMINATOR - 1/0 OR 4/0 (INCLUDES 1/0 STEM)	285 078 53362			\$ 71.45		
TERMINATOR - 500 OR 750 (INCLUDES 750 LUG)	285 078 53368			\$ 148.49		
TERMINATOR - 4/0 STEM	285 078 00039			\$ 18.80		
FCI - UNDERGROUND 500/750 - PDP 29-6115-078	285 034 00022			\$ 192.12		
FCI - UNDERGROUND 1/0 AND 4/0 - PDP 29-6114-078	285 034 00021			\$ 181.18		
LABEL - HIGH VOLTAGE "DANGER" STICKER	550 049 43329			\$ 2.64		
LABEL - HIGH VOLTAGE "WARNING" STICKER	550 049 43330			\$ 3.27		
GROUND - C CONNECTOR #2 - #2	285 029 00039			\$ 1.23		
GROUND - C CONNECTOR #4/0 TO #4/0	285 029 00038			\$ 4.47		
GROUND - C CONNECTOR #4/0 TO #2	285 029 00040			\$ 1.21		

Material Delivery & Framing			
Charge	Hours	Hourly Rate	Total
Foreman	10	\$49.98	\$499.80
First Class Lineman	10	\$41.37	\$413.70
First Class Lineman	10	\$41.37	\$413.70
First Class Lineman	10	\$41.37	\$413.70
1-Ton Truck	10	\$25.00	\$250.00
Digger Truck	10	\$75.00	\$750.00
TOTAL:			\$2,740.90

Digging & Setting Poles			
Charge	Hours	Hourly Rate	Total
Foreman	80	\$49.98	\$3,998.40
First Class Lineman	80	\$41.37	\$3,309.60
First Class Lineman	80	\$41.37	\$3,309.60
First Class Lineman	80	\$41.37	\$3,309.60
1-Ton Truck	80	\$25.00	\$2,000.00
Digger Truck	80	\$75.00	\$6,000.00
60' Bucket Truck	80	\$75.00	\$6,000.00
TOTAL:			\$27,927.2

Installing New Conductors & Anchors			
Charge	Hours	Hourly Rate	Total
Foreman	40	\$49.98	\$1,999.20
First Class Lineman	40	\$41.37	\$1,654.80
First Class Lineman	40	\$41.37	\$1,654.80
First Class Lineman	40	\$41.37	\$1,654.80
1-Ton Truck	40	\$25.00	\$1,000.00
Digger Truck	40	\$75.00	\$3,000.00
60' Bucket Truck	80	\$75.00	\$6,000.00
TOTAL:			\$16,963.6

Wrecking Out Old Line			
Charge	Hours	Hourly Rate	Total
Foreman	16	\$49.98	\$799.68
First Class Lineman	16	\$41.37	\$661.92
First Class Lineman	16	\$41.37	\$661.92
First Class Lineman	16	\$41.37	\$661.92
1-Ton Truck	16	\$25.00	\$400.00
Digger Truck	16	\$75.00	\$1,200.00
TOTAL:			\$4,385.4

GRAND TOTAL - OVERHEAD:	\$52,017.1
Reimbursement 50%:	\$26,008.57

Underground			
Charge	Hours	Hourly Rate	Total
Foreman	16	\$49.98	\$799.68
First Class Lineman	16	\$41.37	\$661.92
First Class Lineman	16	\$41.37	\$661.92
First Class Lineman	16	\$41.37	\$661.92
1-Ton Truck	32	\$25.00	\$800.00
TOTAL:			\$3,585.4

GRAND TOTAL - OVERHEAD:	\$3,585.4
Reimbursement 100%:	\$3,585.4



Chambers Sign
 508 S.W. 14th Street
 Bentonville, AR 72712
 479-464-7446
 www.chamberssign.com

Estimate

Date	Estimate #
9/4/2015	2027

Name / Address
City of Bentonville Kathy 271-3115 Travis 271-5941

We believe in product and price matching
 Let us see if we can MEET or BEAT your
 estimate today!

Project

Item	Description	Qty	Rate	Total
Installation	relocate McDonalds sign on Hwy 14th street	1	19,575.00	19,575.00
Installation	relocate Subway sign on Hwy 14th street	1	13,050.00	13,050.00
	60% deposit is required before relocating			

Thank you for your business

Feel free to e-mail us:
 lance@chamberssign.com
 tracy@chamberssign.com

Sales Tax (9.5%) \$0.00

Total \$32,625.00



AFFIDAVIT

Comes Travis Matlock, a resident of Benton County, after being duly sworn, depose as follows:

Affiant is Engineering Director of the City Of Bentonville whose mailing address is 117 West Central Ave, Bentonville, AR 72712.

On Arkansas Highway Department Job No. CA0902, located on Highway 102, Benton County, the City of Bentonville Electric Department right of way for its electric facilities has been in place and continuously operated and maintained on private easement since 1994.

WITNESSED my hand this 17th day of March 2016

(Signature)

(Name) (Title) Engineering Director

(Utility Co) City Of Bentonville

(Address) 117 W. Central Ave.,
Bentonville, AR 72712

State of Arkansas
County of Benton

Before me, the undersigned, a notary public in and for said county and State, on this day personally appeared Travis Matlock known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City Of Bentonville, and that he executed the same as an act of said company and in the capacity therein stated.

GIVEN UNDER MY HAND an official seal this 17th day of March, 2016.

My Commission expires: 2-14-2026



Notary Public

City of Bentonville – 117 W. Central – 479-271-3135 – www.bentonvillear.com

INTER OFFICE MEMORANDUM

TO: Gene A. Kuettel, Utilities Section Head, Right of Way Division
FROM: Rita S. Looney, Chief Counsel, Legal Division
SUBJECT: Legal Opinion as to Eligibility for Reimbursement for
Required Utility Adjustments of Existing Facilities Located
on Private Property.

	Job No. <u>CA0902</u> (Utilities)
Utility Owner: <u>Bentonville Electric</u>	FAP No. <u>9991</u>
<u>Utilities</u>	<u>Hwy. 62/102 - Hwy. 72</u>
Facility: <u>Overhead and underground</u>	<u>(Widening & Intchng. Impvts.)(S)</u>
<u>Distribution lines</u>	Route <u>71</u> Section <u>19</u>
	County <u>Benton</u>

The City of Bentonville Electric Utilities has the power of Eminent Domain under Ark. Code Annotated 18-15-503.

The Utilities Section has determined that the above-described utility facilities requiring adjustment were constructed on private property on or about 1964.

In my opinion, based upon Arkansas Law as set out in our opinion dated April 8, 1968, the above-described utility is eligible for reimbursement for adjusting the existing facilities. The said utility has the power of Eminent Domain, and the said facilities were located upon private property prior to the necessity of relocation as a result of the above referenced highway construction.

Rita S. Looney, Chief Counsel, Legal Division

INTER OFFICE MEMORANDUM

TO: Rita S. Looney, Chief Counsel, Legal Division
FROM: Gene A. Kuettel, Utilities Section Head, Right of Way Division
SUBJECT: Request for Legal Opinion as to Eligibility for Utility
Adjustment Reimbursement

	Job No. <u>CA0902</u> (Utilities)
Utility Owner: <u>Bentonville Electric</u>	FAP No. <u>9991</u>
<u>Utilities</u>	<u>Hwy. 62/102 - Hwy. 72</u>
Facility: <u>Overhead and underground</u>	<u>(Widening & Intchng. Impvts.)(S</u>
<u>Distribution lines</u>	Route <u>71</u> Section <u>19</u>
	County <u>Benton</u>

Pursuant to a procedure for documenting eligibility for utilities for reimbursement for adjusting existing utility facilities located on private property as set out in a letter dated June 11, 1968, from the Bureau of Public Roads and agreed to by the Highway Department, a Legal Opinion is needed for the purpose of documenting the project records as to whether the above named utility owner is eligible for reimbursement for the required adjustment of its existing utility facilities located on private property on the above captioned project.

An employee of this office has made an on-the-ground inspection of this project, and has accurately established or verified the location of the utility's existing facilities as being where shown on the highway plans for this project. Ownership of the facilities has been verified as being according to the ownership indicated on the said highway plans, and a positive determination has been made that the utility's existing facilities which have been classed and indicated as eligible for reimbursement on the said plans, and in the utility agreement with the above owner, are located on private property in which the Highway Department owns no right, title, or interest antedating the prior property rights or occupancy of said locations by the utility.

The investigation of this office has further determined to a reasonable degree of accuracy that the subject utility facilities were constructed in their present locations on or about 1964, and there is no evidence available that this utility owner has at any time subordinated its right of occupancy in these locations to the Arkansas State Highway and Transportation Department.

Please furnish a Legal Opinion containing the basis points set out in the Bureau's letter of June 11, 1968, as to whether it is the obligation of the Arkansas State Highway and Transportation Department to reimburse the above named utility for the adjustment of its utility facilities required by the construction of this project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE RELOCATION OF ELECTRIC LINES ALONG HIGHWAY 102 .

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the Arkansas State Highway and Transportation Department for the relocation of electric lines related to Highway 102 improvements, as set forth in the attached 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 #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Sand Creek Engineering for Design, Bid Administration, and Construction Observation for the Elm Tree Road/Hwy 72 Intersection Improvement Project that was approved on April 28, 2015. The amendment accommodates the addition of north and south bound five-foot wide bike lanes at the City's request; adding \$7,000.00 to the cost of the original contract price.

COST TO CITY:

Cost of this Request: \$7,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

TO: City Council, Mayor McCaslin
FROM: Mike Churchwell, Transportation Engineer
CC DATE: June 6, 2016
RE: Amendment to Contract with Sand Creek Engineering on the Elm Tree Rd/
Hwy 72 Intersection Improvement Project

Staff is requesting City Council approval of an amendment to the existing contract with Sand Creek Engineering on the Elm Tree Rd/Hwy 72 Intersection Improvement Project.

Elm Tree Road is recommended as a shared roadway in the 2015 Bicycle and Pedestrian Master Plan. The City is requesting that the intersection design be adjusted to include north and south bound five-foot wide bike lanes to facilitate the shared roadway. The lanes will not be striped until the rest of the road has been improved to accommodate bike lanes.

The original contract was \$90,000. The amendment increases the contract by \$7,000. The project is funded by the AHTD ½ cent sales tax passed in 2013, from which we collect approximately \$700,000 per year. The existing project budget will accommodate the additional fees.

AMMENDMENT TO

EXHIBIT "A"

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES

TO: City of Bentonville – Mike Churchwell ("Client")
315 S.W. "A" Street
Bentonville, AR 72712
479-271-3130 Phone
479-271-6807 Fax
mchurchwell@bentonvillear.com

FROM: Sand Creek Engineering and Landscape Architecture, Inc.
("Sand Creek Engineering")
1610 NW 12th Street
Bentonville, AR 72712
(479) 464-9282 Phone
(479) 464-9284 Fax

RE: Intersection Evaluation, Design Recommendation and Construction Documents for S.W. 2nd Street and Elm Tree Road Intersection Improvements
Bentonville, Arkansas

PROJECT: # 15031

DATE: 06-06-16

DESCRIPTION OF PROJECT

The project scope has been altered to accommodate the addition of north and south bound five foot wide bike lanes. The current construction plans shall be revised to address the requested change. Following is a list of services to be provided as well as a list of the responsibilities of the Client.

BASIC SERVICES

- Revised Plans
 - Traffic signal redesign (Subcontracted)
 - Relocate proposed curb line of Elm Tree two feet to the west
 - Adjust lane widths to accommodate bike lanes
 - Add pedestrian crossing to the south side of the intersection

FEE FOR SERVICES

The fee for requested services shall be an additional \$7,000.00 to the original contract. Additional reimbursable expenses shall be billed as explained in the original proposal. This fee schedule is based on the additional information included in this proposal being acceptable to the client. Any change to this information or request for services not covered in this proposal shall be billed accordingly.

- All other contractual obligations shall adhere to the original contracted engineering services for the proposed project.

- Labor
Fees for Labor are charged for all activity directly attributable to a Client's project. No charge is made for general office overhead, accounting or maintenance. Labor charges are billed by the following categories:

CATEGORY	RATE	CATEGORY	RATE
Owner/Principal	\$150.00	Construction Observation	\$80.00
Engineer	\$120.00	CAD Technician/Survey Field	\$70.00
Landscape Architect	\$120.00	Licensed Surveyor	\$110.00
Project Manager	\$100.00	Two Man Crew	\$135.00
Sr. Resource Manager	\$80.00	Clerical	\$60.00
Fax	\$0.15/Sheet	Mileage	\$0.56/Mile
8.5" x 11" Copies	\$0.15/Sheet	Field Survey Equipment	\$30.00/Hour
Reproducible Copies (24" x 36" Paper)	\$0.30/S.F.		

(Hourly rates are subject to changing one time annually and this contract will be subject to the new rates if the change occurs during the life of this project.)

• Reimbursable Expenses

Out-of-pocket materials and services will be billed at actual cost. Common items to which this rate would apply include, but are not limited to: printing and photographic work, delivery services, service laboratory testing, subsistence expenses, and survey crew supplies such as iron pipe, stakes, and paint. Vehicle mileage is billed at the rate of **\$0.56** per mile beginning from Engineer's office to job/project and back to Engineer's offices. Aircraft travel, car rental and other similar expenses are billed at actual invoice amount.

INVOICES

All outstanding invoices shall be paid prior to submittal for planning commission approval or other governing agency approval such as, but not limited to State Health Dept., ADEQ, FEMA, AHTD, U.S. Fish and Wildlife, or a Municipal Water Commission. Submittal for approval will not be made without payment prior to the submittal deadline. If engineering services are estimated to take longer than 30 days, invoices will be rendered monthly, either as final or progress billing, and will be due upon receipt. An account becomes past due thirty (30) days after the date of invoice and a late payment charge of \$100.00 per month will be assessed at Sand Creek Engineering's discretion. **At Sand Creek Engineering's discretion, all work will cease on any project that becomes past due based on these procedures or as outlined in the schedule of conditions.**

SCHEDULE OF CONDITIONS

SCHEDULE FOR RENDERING SERVICES

Time for Completion

- A. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- B. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

INVOICES AND PAYMENTS

Payments

- A. **Failure to Pay.** If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. **Disputed Invoices.** If Client contests an invoice, Client may withhold only that portion so contested, and must pay the undisputed portion. Written notice from the Client regarding the contested amount must be received within 30 days of the invoice date.

OPINIONS OF COST

Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

GENERAL CONSIDERATIONS

Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- D. Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work, or for any decision made on interpretations or clarifications of the Contract Documents given by Client without consultation and advice of Engineer.

Design Without Construction Phase Services

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the approval of documents by governing municipality; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Engineer that may be connected in any way thereto.

Use of Documents

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in third parties.
- F. If Engineer at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

Insurance

- A. Client shall require Contractor to purchase and maintain general liability and any other insurance required to protect Client and engineer from construction related activities, and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- B. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

Suspension and Termination

- A. Suspension.
By Client: Client may suspend the Project upon seven days written notice to Engineer.
By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement.
- B. Termination. The obligation to provide further services under this Agreement may be terminated:
- For cause,
 - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - By Engineer:
 - upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - Engineer shall have no liability to Client on account of such termination.
 - For convenience,
 - By Client effective upon Engineer's receipt of notice from Client.
- C. *Effective Date of Termination.* The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
- In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
 - In the event of termination by Client for convenience or by Engineer for cause, Engineer shall be entitled, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services.

Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

- A. Client and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
- Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.
 - Client agrees that the substance of the provisions of this Paragraph C. shall appear in the Contract Documents between Client and contractor.

Dispute Resolution

- A. Client and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of mediation or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of mediation.
 - 1. Mediation. Client and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ADR, Inc. (Frank Hamlin) or other firm as selected if needed. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Environmental Condition of Site

- A. Client has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, Hazardous Substances, Wetlands, Endangered Species, Historical Sites, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Client represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

Indemnification and Mutual Waiver

- A. *Indemnification by Client.* Without waiving immunity pursuant to the law and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
- B. *Environmental Indemnification.* In addition to the indemnity provided under this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. *Mutual Waiver.* To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Miscellaneous Provisions

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Role of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and advise engineer of contents of such meetings.
 - 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.

- c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
6. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
7. **Inspections, Tests, and System Startups:**
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
8. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's general activities on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
9. **Reports:**
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Client copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
10. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. **Completion:**
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.

Client's Responsibilities

In addition to other responsibilities of Client as set forth in this Agreement, Client shall at its expense:

- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Client requires, Contractor raises, or Engineer reasonably requests.
3. Such auditing services as Client requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications, plan rooms, etc., as required by Client.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Client's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Client so that Engineer may assist Client in collating the various cost categories which comprise Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Client at the Site, define and set forth as an attachment to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Agreement that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work with appropriate professional interpretation thereof.

DEFINITIONS Defined Terms

- A. Wherever used in this Agreement terms (including the singular and plural forms) have the meanings indicated:
1. *Additional Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at hourly rates.
 2. *Basic Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at contracted amount.
 3. *Construction Cost* – The cost to Client of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. In addition, any site features such as but not limited to Corps of Engineers designated Wetlands, Waters of the US, Endangered Species, or Historical Sites shall be considered a Constituent of Concern.
 5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
 6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Client pursuant to this Agreement.
 7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
 10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative as assigned by the engineer. The duties and responsibilities of the Resident Project Representative, if any, are set forth in this document.
 11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client pursuant to this Agreement.

Total Agreement

- A. This Agreement constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreeable to both Client and engineer.

Designated Representatives

- A. With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

This document has been prepared in part by utilizing EJCDC E-500 Standard Form of Agreement between Client and Engineer for Professional Services Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Engineer:

Timothy R. Sorey, P.E.

By: _____

Title: President

Date Signed: 6/20/16

Engineer License or Certificate No. 9253

State of: Arkansas

Address for giving notices:

Sand Creek Engineering and Landscape Architecture, Inc.

1610 NW 12th Street

Bentonville, AR 72712

Designated Representative:

Peter E. Farmer

Title: Project Manager

Phone Number: (479) 464-9282

Facsimile Number: (479) 464-9284

E-Mail Address: pfarmer@sandcreek.us

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER
INTO AN AMENDMENT TO THE AGREEMENT WITH SAND CREEK
ENGINEERING FOR ADDITIONAL SERVICES RELATED THE ELM
TREE ROAD/HWY 72 INTERSECTION IMPROVEMENT PROJECT**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing agreement with Sand Creek Engineering to provide additional services requested by the City on the Elm Tree Road/Hwy 72 Intersection Improvement Project in the amount of \$7,000, 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 #	16-16
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Award bid # 16-16 to Hutchens Construction for the 2016 overlay program for the Street Department. Please see attached bid tab, memo, and budget adjustment.

COST TO CITY:

Cost of this Request:	\$544,306
Additional Budget Amount	\$169,947

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	374,359
Funds Expended to Date		
Remaining Budget		374,359
Budget Adjustment		169,947
Remaining After Adjustment	\$	544,306

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: June 14, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3810-430-73-86	Overlay		\$ 169,947.00	\$ (169,947.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 169,947.00	\$ (169,947.00)

Justification:

For additional overlay quantities,

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





Bentonville Street Department
501 SE Third Street
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: June 14, 2016
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: 2016 Overlay

On May 25, 2016 the City opened bids for the 2016 overlay projects and Hutchens Construction was the low bidder at \$491,306.86. Please see attached bid sheet for a list of all bidders.

A change was made in the Overlay list that was presented to council in which NW El Contento Circle was deleted due to water line upgrades to be made later this year. This project was estimated at \$42,727.00.

With the deletion of NW El Contento Circle it is the Street Departments request to replace it with the addition of a section on the East side of Greenhouse Road from SW Deerfield Blvd. to the end of the Riverwalk Farm Estates subdivision. The cost of this project is estimated to be \$53,000.00.

The original overlay list was projected to be \$561,117.00 which has previous council approval. The current bid list with the addition of Greenhouse Road and the deletion of NW El Contento Circle is estimated to be \$544,306.00. Therefore it is a Street Department request to authorize a budget adjustment increase in the overlay line item of \$169,947.00.

Sincerely,

Tony Davis
Street Manager

CITY OF BENTONVILLE

2016 Street Overlay Project Bid #16-16

Apac McClinton Anchor

		Unit Price	UOM	QTY	Extended Price
Street Overlay	ACHMSC	\$ 80.48	Per Ton	5080	\$ 407,228.80
	Water Valve	\$ 50.00	Ea	3	\$ 150.00
	Manhole Adj.	\$ 130.00	EA	6	\$ 780.00
	Milling	\$ 3.46	S.Y.	23070	\$ 79,822.20
	Traffic Control	\$ 24,250.00	EA	1	\$ 24,250.00
	Yellow 4" marking	\$ 1.62	LF	7765	\$ 12,579.30
	White 4" marking	\$ 1.62		2000	\$ 3,240.00
	White 12" Marking	\$ 12.96	LF	36	\$ 466.56
	White 24" marking	\$ 27.00	LF	322	\$ 8,694.00
	White "Sharrow"	\$ 324.00	EA	14	\$ 4,536.00
Line Item "B"	ACHMSC	\$ 87.79	Per Ton	245	\$ 21,508.55
	Milling	\$ 3.51		1950	\$ 6,844.50
	Temp Pavement Marking	\$ 1,050.00	LS	1	\$ 1,050.00
Total Bid				\$	571,149.91

Decco

		Unit Price	UOM	QTY	Extended Price
Street Overlay	ACHMSC	\$ 76.50	Per Ton	5080	\$ 387,090.00
	Water Valve	\$ 105.00	Ea	3	\$ 315.00
	Manhole Adj.	\$ 420.00	EA	6	\$ 2,520.00
	Milling	\$ 3.15	S.Y.	23070	\$ 72,670.50
	Traffic Control	\$ 27,775.00	EA	1	\$ 27,775.00
	Yellow 4" marking	\$ 1.70	LF	7765	\$ 13,200.50
	White 4" marking	\$ 1.70		2000	\$ 3,400.00
	White 12" Marking	\$ 13.50	LF	36	\$ 486.00
	White 24" marking	\$ 28.00	LF	322	\$ 9,016.00
	White "Sharrow"	\$ 336.00	EA	14	\$ 4,704.00
Line Item "B"	ACHMSC	\$ 76.50		245	\$ 18,742.50
	Milling	\$ 3.15		1950	\$ 6,142.50
	Temp Pavement Marking	\$ 1,175.00	LS	1	\$ 1,175.00
Total Bid				\$	547,237.00

Hutchens Const.

		Unit Price	UOM	QTY	Extended Price
Street Overlay	ACHMSC	\$ 73.80	Per Ton	5080	\$ 373,428.00
	Water Valve	\$ 50.00	Ea	3	\$ 150.00
	Manhole Adj.	\$ 105.00	EA	6	\$ 630.00
	Milling	\$ 2.60	S.Y.	23070	\$ 59,982.00
	Traffic Control	\$ 4,200.00	EA	1	\$ 4,200.00
	Yellow 4" marking	\$ 1.62	LF	7765	\$ 12,579.30
	White 4" marking	\$ 1.62		2000	\$ 3,240.00
	White 12" Marking	\$ 12.96	LF	36	\$ 466.56
	White 24" marking	\$ 27.00	LF	322	\$ 8,694.00
	White "Sharrow"	\$ 324.00	EA	14	\$ 4,536.00
Line Item "B"	ACHMSC	\$ 73.80		245	\$ 18,081.00
	Milling	\$ 2.60		1950	\$ 5,070.00
	Temp Pavement Marking	\$ 250.00	LS	1	\$ 250.00
Total Bid				\$	491,306.86



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Approve revenue increase of \$24,359.00 for the Street Department overlay account number 020-3810-430-73-86. See attached memo.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$24,359

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	24,359
Remaining After Adjustment	\$ 24,359

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





Bentonville Street Department
501 SE Third Street
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: June 14, 2016
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: Increase revenue for overlay budget line item

During the year the Street Department has collected \$24,359.00 in Street cut fees and would like to add this revenue to the overlay budget line item which would increase the amount from \$350,000 to \$374,359.00.

Sincerely,

Tony Davis
Street Manager



Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: June 14, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3810-343-30-10	Street Bores/Cuts	\$24,359.00		\$ 24,359.00
020-3810-430-73-86	Overlay		\$24,359.00	\$ (24,359.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 24,359.00	\$ 24,359.00	\$ -

Justification:

Street cut repair fees to be added to overlay budget.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 12, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with AHTD for the acceptance of a Recreational Trails Program Grant Award.

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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: April 4, 2016
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Arkansas Highway and Transportation to accept a \$75,000.00 grant for the Citizens Park Trail.

As stated in the previous council item, Parks and Recreation wishes to move forward with the construction of the Citizens Park Trail. This one mile loop trail will provide a safe walking / running amenity in this new park. It also provides a safe connection to the neighborhoods, connecting them with the Bentonville Trails Network.

This item approves the Mayor and City Clerk to enter into an agreement with ATHD, authorizing the grant award for the project. The awarded amount is \$75,000.00 requiring the City to contribute a 20 percent match of \$18,750.00. However, the total price of the project is \$347,775.00. The City plans to accept the State's grant award and to move forward with construction of entire project.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

City of Bentonville

Project Name: Community Center Fitness Trail

Fed. Award Amount: \$75,000

Required Match: \$18,750

Project Total: \$93,750

Items not included in award:

Overall project reduced due to funding constraints

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

Implementation of **Job 090453, Community Center Fitness Trail (Bentonville) (RTP-15) (S)** (hereinafter called the "Project") as an Arkansas Recreational Trails NonMotorized Program project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved Recreational Trails Program 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 for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of **\$75,000** maximum Federal-aid approved for the Project:

	Maximum	Minimum
	<u>Federal %</u>	<u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

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; and

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, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. 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 B). 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.
2. Sponsors that require a reduction in the scope of their project will submit the Revision of Project Scope and Budget (Attachment C) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer or licensed architect must sign the plans and specifications for the project if the project includes design of structural components. Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Attachment D for items to be included in the bid proposal).
5. 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 conformance 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.**
6. 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").

7. 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 and the land is accessible to the general public for public recreational purposes (See Attachment E).
8. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
9. Submit a certification letter (Attachment F), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
10. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**
11. If the project is to be advertised, it must be done in accordance with federal procedures as shown in Attachment G. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
12. Forward a copy of all addenda to the Project during the advertisement to the Department.
13. After bids are opened and reviewed, submit a certification (Attachment H), including all items noted, to the Department and request concurrence in award of the contract.
14. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
15. Prior to executing the work, submit change orders to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.
16. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
17. Perform construction inspection in accordance with Attachment I.
18. 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 J). Requests for reimbursement must be made at least once every six months that construction projects are active in order to avoid being put on the FHWA inactive project list.
19. Attach Report of Daily Work Performed (Attachment K) for all days that correspond with each CCRR submittal.
20. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment L). 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 CEO.

21. 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.
22. 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.
23. To the extent permitted by law, 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 the 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 State Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement. It is acknowledged that the Sponsor is entitled to certain immunities provided by A.C.A. §21-9-301 and that nothing contained herein shall be construed as a waiver of any such statutory immunities.
24. 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.
25. 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 - Retention and access requirements for records (Attachment M).
26. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
27. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
28. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.

29. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment N), which is necessary for Project participation.
30. Repay to the Department the federal share of the cost of any portion of this 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.
31. Repay all federal funds if this is determined necessary for any reason.
32. Retain total, direct control over the Project throughout the life of the improvements 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 as approved;
 - 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.
33. 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 the withholding of all future Federal-aid funds.
34. 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.
35. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
36. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment O).
37. Private or Non-Profit Organizations must review and submit Attachment P with all documents requested to the Department. A Notice to Proceed will not be granted to these organizations without the documents being submitted in full.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).

3. Provide routine environmental documentation for the Project.
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. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Review plans and specifications for project/program eligibility.
7. 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.
8. Advise the Sponsor when to proceed with Project construction or advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Attachment J). 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.
14. 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 Final Acceptance Report form (Attachment L).
15. Reserve the right to cancel the Project if there is an unreasonable delay in project development or completion of the project, there is a lack of progression toward project development or completion of the project, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process or the Sponsor is unresponsive to Department requests.

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 all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, 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 on 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 of Bentonville

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.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
ARKANSAS STATE HIGHWAY AND TRANSPORTATION
DEPARTMENT FOR THE ACCEPTANCE OF A
RECREATIONAL TRAILS PROGRAM GRANT AWARD.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with the Arkansas State Highway and Transportation Department for the acceptance
of a Recreational Trails Program grant award, as set forth in the attached 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:

June 12, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$347,775.00 for the design and construction of the Citizens Park Trail.

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





Date of Request: June 6, 2016

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: April 4, 2016
Re: City Council approval of a budget adjustment, in the amount of \$347,775.00 for the design and construction of the Citizens Park Trail.

As you know, one of the top priorities of the Parks and Recreation Department is the build-out of Citizens Park. The master plan for this facility includes soccer fields, restrooms, a playground, a grand pavilion, tennis courts and a loop trail. Today, soccer fields are completed and are currently in use. A concession / restroom facility has recently been completed and is available for public use. We have recently begun the process to design and construct a new playground for the park.

The next priority in the park design is the one mile loop trail. This trail compliments the community center and is a perfect fit into the overall park design. Today, many people use the park road for walking / fitness. When complete, this new trail will provide a much safer option for our residents.

In 2015, Parks and Recreation and Community Development worked together to apply for a Recreational Trails Grant from Arkansas Highway and Transportation Department. The grant requires a 20% match from the City. Since the project cost is projected at \$347,775.00 we applied for \$278,200.00 from AHTD, our match would have been \$69,555.00; however, we were only awarded \$75,000.00 for the project.

As the build-out of the Community Center concluded in 2015, we also concluded the FF&E (Furniture, Fixtures and Equipment) portion of the project. During the FF&E phase, we remained approximately \$300,000 under budget. With Mayor McCaslin's approval, we are requesting to redirect the \$300,000 from the FF&E project to the trail project, and utilize the State's grant award. This allows us to construct the project in full in 2016.

The \$347,775.00 requested in this budget adjustment is the overall project budget. It includes the \$75,000.00 contribution from AHTD. After that contribution, the project will cost the taxpayers a total of \$272,775.00. If approved by City Council, we will begin working with Morrison-Shipley immediately to create the bid documents. Our hope is to be back in front of City Council this fall for a bid award. The plan is to complete the project in late 2016, or early 2017.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.



Site Layout

BENTONVILLE COMMUNITY CENTER

LA EXH





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree.

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.

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PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Date of Request: June 14, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5050-334.40-00	State Grants / Other	\$1,350.00		\$ 1,350.00
010-5050-455.58-10	Travel and Training		\$1,350.00	\$ (1,350.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 1,350.00	\$ 1,350.00	\$ -

Justification:

Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the attached "Pay Plan" changes. Fifteen (15) changes are mandated by the recent changes to the Fair Labor Standards Act (FLSA) law. Five (5) changes are recommend "conversions" of existing part-time and temporary positions into regular, full-time positions. Three (3) changes are upgrades of existing positions to other existing positions within the pay plan. One (1) position is a newly created position that will be filled by an existing employee, and Two (2) are new additions of regular, full-time positions to the existing pay plan. Lastly, the addition of a new "Additional Pay" category related to the attainment of college degrees. The attached summary of changes outlines all the mandated and recommended changes. Total costs for these changes is \$246,749.00. All costs associated with these changes are covered within the 2016 salary budget.

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.

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PLEASE RECYCLE





Date of Request: June 14, 2016

Justification:

Revised 5/1/07

PLEASE RECYCLE



2016 City of Bentonville Pay Plan Changes

Submitted 6/6/2016

1. Eliminate Two (2) Police Corporal positions (Grade 42), one in the Training Division and one in the Bomb Squad and replace with Two (2) Police Sergeant positions (Grade 43), one in the Training Division and one in the Bomb Squad. There are NO additional costs associated with this change.
2. Eliminate One (1) Administrative Assistant I/II position (Grade 15/17) in the detectives division and replace with one (1) Administrative Technician position (Grade 18) in the detectives division. There are NO additional costs associated with this change.
3. Eliminate One (1) Current Custodial Crew Leader (Grade 19) and replace with One (1) "New Position" (Custodial Foreman – Grade 21). The additional cost to make this change is \$2,462.00 annually for 2016.
4. Eliminate One (1) Custodian I/II position (Grade 13/14) and replace with One (1) Custodial Crew Leader position (Grade 19). The additional cost to make this change is \$4,779.00 annually for 2016.
5. Eliminate One (1) Custodian I/II position (Grade 13/14) and replace with One (1) Custodial Crew Leader position (Grade 19). The additional cost to make this change is \$7,046.00 annually for 2016.
6. Convert Four (4) Temporary Employee Worker positions (currently working 40 hours per week, every week, through a temporary agency) to Four (4) Custodian I/II positions (Grade 13/14). The additional cost to make these changes is \$28,184.00 Annually for 2016.
7. Add Two (2) Custodian I/II positions (Grade 13/14) to the Public Works Department. The additional cost to add these positions is \$38,816.00 annually for 2016.
8. Administratively move Five (5) Salaried, Exempt employees in current salaried grades 30 and 31 to Hourly, Non-Exempt Grade 21. The five affected employees will not lose any pay or accrued benefits.

9. Administratively move Ten (10) Salaried, Exempt employees in current salaried grades 31 and 32 to salaried grade 33. The ten affected employees will not lose any pay or accrued benefits. The cost associated with these administrative moves is \$1,622.00 annually for 2016.
10. Eliminate Three (3) Part-Time Library Clerk positions (Grades 81/81/84/84) in the Children's Dept. and replace with One (1) Full-Time Library Specialist I/II position (Grade 14/15) in the Children's dept. The additional cost to add this library specialist position is \$21,840.00 annually for 2016.
11. Create an "Additional Pay" (Add Pay) amount for employees who possess their Associated Degree (AA Degree) in the amount of \$35.00 per pay period. Estimated cost of this is \$17,000 annually for 2016.
12. Create an "Additional Pay" (Add Pay) amount for employees who possess their Bachelor's Degree (BA Degree) in the amount of \$100.00 per pay period. Estimated cost of this is \$75,000 annually for 2016.
13. Create an "Additional Pay" (Add Pay) amount for employees who possess their Master Degree or above (MA Degree) in the amount of \$150.00 per pay period. Estimated cost of this is \$50,000 annually for 2016. Masters degrees also include the Certified Public Accountant (CPA) and the Professional Engineer (P.E.) designations.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE 2016 PAY PLAN FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be,
and the same are hereby approved, as attached hereto as Exhibit "A

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	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve bid award to Affiliated FM for City's property insurance (July 8, 2016 to July 8, 2017.)

COST TO CITY:

Cost of this Request: \$190,624

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	200,035
Funds Expended to Date		
Remaining Budget		200,035
Budget Adjustment		-
Remaining After Adjustment	\$	200,035

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

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PLEASE RECYCLE





INSURANCE BIDS -2016

	BUILDINGS/CONTENTS	TOTAL COST
<i>Affiliated FM - renewal</i>	\$ 183,267,674	\$ 190,624
Great American	Not competitive, would require a wind/hail sublimit and substantial wind/hail deductible	
Zurich	Unable to compete with rate or policy form	
C N A	Unable to provide same coverages, high deductibles, lower limit on flood	
XL	Declined - minimum premium \$250K	
Cincinnati	Not competitive, deficiencies in terms and conditions	
Liberty Mutual	Unable to compete with rate or policy form	
Chubb	Unable to compete with rate or policy form	
Travelers	Unable to compete with rate or policy form	
Hartford	Unable to compete with rate or policy form	
Alliant	EQ Premium at comparable limits makes their program non competitive	



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2016

Submitted by:

Brian Bahr

Department

Community Development

Phone

271-6809

ACTION REQUIRED:

Approve the resolution of support for 4Media Group a broadcast and digital media company identified within the Bentonville Blueprint as a target sector opportunity company. This resolution of support will enable the State of Arkansas to support 4Media Group through the Equity Investment Tax Credit program administrated by Arkansas Economic Development Commission.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE LOCATION, STARTUP AND EXPANSION
OF 4MEDIA GROUP, A BROADCAST AND DIGITAL MEDIA COMPANY, IN
BENTONVILLE, ARKANSAS.**

WHEREAS, the City of Bentonville adopted the Bentonville Blueprint, Bentonville's strategic economic development plan, on January 27, 2015; and,

WHEREAS, the Bentonville Blueprint identifies Broadcasting and digital media and as target sector priorities over the next five years; and,

WHEREAS, 4Media Group is a Broadcast and digital media company wishing to locate in Bentonville;

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

Section 1. That the City of Bentonville supports the location, startup and expansion of 4Media Group, a Broadcast and digital media company, in Bentonville, Arkansas, fostering the implementation of the Bentonville Blueprint.

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

PASSED and APPROVED this 14th day of June, 2016

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



**Revised Agenda:
Addition of item 11.**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 14, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 14, 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 24, 2016**

AGENDA

1. Request that the City Council adopt a resolution to recognize, commend and congratulate Corporal Mike Calnan upon his June 24th, 2016 retirement. This resolution recognizes more than 15 years of dedicated service to the Bentonville Police Department and marks more than 30 years of dedicated law enforcement in our community. This resolution also wishes Corporal Calnan health, happiness, and continued success in all of his future endeavors. See attached resolution.
2. Planning:
- 2a. **Lot Split: Moro Development, Lots 206 & 207 Bentonville Original Subdivision, 306 Northeast Blake Avenue, Zoned D-E, Downtown Edge.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 306 Northeast Blake Avenue that resides in the D-E, Downtown Edge zoning district. The plat as provided by the applicant indicates 2 new lots being created from an existing lot. The new lots will be known as Lot 206 (0.63 acres) and Lot 207 (0.49 acres) of Bentonville Original Subdivision. Additional right-of-way is being dedicated along Southwest 4th street per the current master

street plan. Public sewer service is available to both lots however public water service is only available to lot 206.

- 2b. **Lot Split: Richard & Catherine Grubbs, Lot 3 Neals Addition, 220 & 226 North Walton Boulevard, Zoned C-2, General Commercial.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 220 & 226 North Walton Boulevard that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates one new lot being created from two parcels of un-platted section land. The new lot will be known as Lot 3 (1.11 acres) of Neal's Subdivision. A 10' wide utility easement is being dedicated along the property frontage. Public utilities is available to the new lot.

- 2c. **Lot Split: Lots 82,83,84,85, 86 & 87 Windemere Woods Phase 1, Craig Wimsatt, Christoper Scheibal, Grant Lightle, Thambipillai Kamalanathan, Liam Buckley & Autumn Avenue Property, LLC, 1702,1802,1804,1808 & 1810 NW Autumn Avenue & Peach Orchard Road, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for properties located north of Northwest Autumn Avenue, all of which are located in an R-1, Single Family zoning district. The plat as provided by the applicants shows the adjustment of the northern property lines of 5 existing lots and a parcel of un-platted section land that will become new lots 82, 83, 84, 85, 85 & 87 of Windemere Woods Phase 1 Subdivision. A small portion of right-of-way and a 20' utility easement will be dedicated on new lot 82 along Peach Orchard Road. All lots have access to public water and sewer.

- 2d. **Property Line Adjustment: Mark & Alyson Brittain, Lot 13,Block 5, Clark's 2nd Addition, 307 Southwest E Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 307 Southwest 'E' Street in the R-1, Single Family Residential zoning district. The plat as provided indicates the removal of the common lot line between existing lots 10 & 11 to create a new single lot that will be known as Lot 13 (0.47 acres), Block 5 of Clark's 2nd Addition. The plat reflects the dedication of public right-of-way along Southwest 4th Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

- 2e. **Property line Adjustment: Casa de Hormigas, LLC, Lot 3 Blake Addition, 301 Northeast Blake Avenue, Zoned D-E, Downtown Edge.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located at 301 Northeast Blake Avenue in the D-E, Downtown Edge zoning district. The plat as provided shows the removal of the common lot line between existing lots 1 & 2 that will create a new single lot that will be known as Lot 3 (0.99 acres) of Blake Addition. The plat reflects the dedication of public right-of-way along Northeast Blake Avenue, Northeast 'B' Street and Northeast 'C' Street per the current Master Street Plan specifications. Water and sewer services are available to the new lot.

- 2f. **Ordinance: RC-2, Central Residential Moderate Density Amendment.**

The planning commission voted 7-0 recommending approval.

See attached planning commission report for proposed changes.

- 2g. **Rezoning: Sarah and Keith Medlin, 406 Southeast 'D' Street, Rezoning Request from R-1, Single Family Residential to R-C-2, Central Residential moderate Density.**

The planning commission voted 7-0 recommending approval on March 15, 2016.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2h. **Rezoning: CHP, LLC, 304 Southwest Glover Street, Rezoning Request from R-1, Single Family Residential to R-C2, Central Residential-Moderate Density.**

The planning commission voted 7-0 recommending approval.

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

- 2i. **Rezoning: Marrs Development, LLC, 305 Southwest 'D' Street, Rezoning Request from R-1, Single Family Residential to r-C2, Central Residential-Moderate Density.**

The planning commission voted 7-0 recommending approval.

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

3. Public hearing and ordinance vacating an Alley and Street Right of Way located at SW A Street by SW A Building, LLC, to the City of Bentonville, Arkansas, Benton County, Arkansas.

4. A resolution authorizing the Mayor and City Council to enter into a Contract with the Arkansas Highway and Transportation Department (AHTD) for the

relocation of OH electric lines along Highway 102 associated with Highway Job CA0902. The total estimated cost of relocation will be \$110,023.22, 52.9% of which will be reimbursed by the AHTD.

5. Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Sand Creek Engineering for Design, Bid Administration, and Construction Observation for the Elm Tree Road/Hwy 72 Intersection Improvement Project that was approved on April 28, 2015. The amendment accommodates the addition of north and south bound five-foot wide bike lanes at the City's request; adding \$7,000.00 to the cost of the original contract price.
- 6a. Award bid # 16-16 to Hutchens Construction for the 2016 overlay program for the Street Department. Please see attached bid tab, memo, and budget adjustment.
- 6b. Approve revenue increase of \$24,359.00 for the Street Department overlay account number 020-3810-430-73-86. See attached memo.
7. Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree.
- 8a. City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with AHTD for the acceptance of a Recreational Trails Program Grant Award.
- 8b. City Council approval of budget adjustment, in the amount of \$347,775.00 for the design and construction of the Citizens Park Trail.
9. Request City Council approve the attached "Pay Plan" changes. Fifteen (15) changes are mandated by the recent changes to the Fair Labor Standards Act (FLSA) law. Five (5) changes are recommended "conversions" of existing part-time and temporary positions into regular, full-time positions. Three (3) changes are upgrades of existing positions to other existing positions within the pay plan, One (1) position is a newly created position that will be filled by an existing employee, and Two (2) are new additions of regular, full-time positions to the existing pay plan. Lastly, the addition of a new "Additional Pay" category related to the attainment of college degrees. The attached summary of changes outlines all the mandated and recommended changes. Total costs for these changes is \$246,749.00. All costs associated with these changes are covered within the 2016 salary budget.
10. Approve bid award to Affiliated FM for City's property insurance (July 8, 2016 to July 8, 2017.)
11. Approve the resolution of support for 4Media Group a broadcast and digital media company identified within the Bentonville Blueprint as a target sector opportunity company. This resolution of support will enable the State of Arkansas to support 4Media Group through the Equity Investment Tax Credit program administered by Arkansas Economic Development Commission.