

1. Agenda

Documents:

[JULY 12, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JULY 12, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 12, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 12, 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: June 28, 2016**

AGENDA

1. Planning:

1a. **Cross-Mar Investments: Lot Split, Lots 18 & 19 of Medlin Meadows Subdivision, 2200 Southeast 28th Street, Zoned C-2, General Commercial.**

(Pages 5-8)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 2200 Southeast 28th Street that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates two new lots being created from one existing lots. The new lots will be known as Lot 18 (4.0 acres), Lot 19 (7.30 acres) of Medline Meadow Subdivision. The plat shows the dedication of an additional 5' right-of-way along Southeast 28th Street per the current master street plan. A small portion of right-of-way and a 20' utility easement is also being dedicated in the southeast corner of the new Lot 19 for a future cul-de-sac at the north end of Medlin Lane. Public utilities are available to the new lots.

1b. **Little Osage Farms, LLC: Rezoning, Southwest Elington Street, 2303 SW Birch, A-1, Agricultural to R-ZL, Zero Lot Line Residential.**

(Pages 9-13)

The planning commission voted 6-0 recommending approval.

The applicants have request a rezoning from A-1 to R-ZL for Lot 2 Osage Farms, for the development of single family detached housing. Water and sewer are available at this location.

2. Informational - Impact Fee Analysis Report as it pertains to items 3 through 8. **(Pages 14-58)**
3. Requesting City Council approval of an ordinance to suspend Sewer Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 59-60)**
4. Requesting City Council approval of an ordinance to suspend Water Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 61-62)**
5. Requesting City Council approval of an ordinance to amend Fire/EMS Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 63-65)**
6. Requesting City Council approval of an ordinance to amend Parks Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 66-68)**
7. Requesting City Council approval of an ordinance to reinstate Library Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 69-71)**
8. Requesting City Council approval of an ordinance to reinstate Police Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016. **(Pages 72-74)**
9. Approval of four pieces of artwork to be installed in four tunnels along the Bentonville trail system. **(Pages 75-77)**
10. Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Crafton, Tull & Associates, Inc. for the Tributary 2 Drainage Project, including the revision of the plans, bidding services, construction observation and additional services related to the project by the City, FEMA, and Corps of Engineers, in a lump sum amount not to exceed \$168,672.00. See attached memo and supporting documents. **(Pages 78-86)**
11. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. for design services, bidding administration, and construction observation services for the Town Vu Bridge Replacement project in the amount of \$125,400.00. See attached memo, agreement and supporting documents. **(Pages 87-111)**
12. A resolution authorizing the Mayor and City Council to enter into an agreement with Fisher & Arnold to prepare a preliminary site assessment for a new Substation "J" in the amount of \$25,000.00. **(Pages 112-117)**

13. Approval of a Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Ace's Hangar, LLC for a hangar at 2410 SW Aviation, Bentonville Municipal Airport. **(Pages 118-123)**
14. Approval of a Resolution to endorse and adopt the Master Plan Update for the Bentonville Municipal Airport. **(Pages 124-127)**

**City Council
Agenda
July 12, 2016**

Cross-Mar Investments: Lot Split, Lots 18 & 19 of Medlin Meadows Subdivision, 2200 Southeast 28th Street, Zoned C-2, General Commercial.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 2200 Southeast 28th Street that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates two new lots being created from one existing lots. The new lots will be known as Lot 18 (4.0 acres), Lot 19 (7.30 acres) of Medline Meadow Subdivision. The plat shows the dedication of an additional 5' right-of-way along Southeast 28th Street per the current master street plan. A small portion of right-of-way and a 20' utility easement is also being dedicated in the southeast corner of the new Lot 19 for a future cul-de-sac at the north end of Medlin Lane. Public utilities are available to the new lots.

Little Osage Farms, LLC: Rezoning, Southwest Elington Street, 2303 SW Birch, A-1, Agricultural to R-ZL, Zero Lot Line Residential.

The planning commission voted 6-0 recommending approval.

The applicants have request a rezoning from A-1 to R-ZL for Lot 2 Osage Farms, for the development of single family detached housing. Water and sewer are available at this location.

Planning Commission Staff Report
Lot Split: Lots 18 & 19 of Medlin Meadows Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: July 5, 2016

GENERAL INFORMATION:

Project Number: 16-05000023

Applicant: Cross-Mar Investments

Representative: Morrison Shipley Engineer's (Patrick Foy)

Requested Action: Lot Split Approval

Location: 2200 Southeast 28th Street

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property located at 2200 Southeast 28th Street that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates two new lots being created from one existing lots. The new lots will be known as Lot 18 (4.0 acres), Lot 19 (7.30 acres) of Medline Meadow Subdivision. The plat shows the dedication of an additional 5' right-of-way along Southeast 28th Street per the current master street plan. A small portion of right-of-way and a 20' utility easement is also being dedicated in the southeast corner of the new Lot 19 for a future cul-de-sac at the north end of Medlin Lane. Public utilities are available to the new lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Commercial
South	A-1, Agricultural	Commercial
East	C-1, Neighborhood Commercial & R-3, Medium Density residential	Commercial
West	A-1, Agricultural	Commercial

STREETS

Direction	Name	Classification
North	Southeast 28 th Street	Arterial
South	-	-
East	Private Drive	Private Drive
West	-	-

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; the property is currently the location of a commercial office building called Vista 21.

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

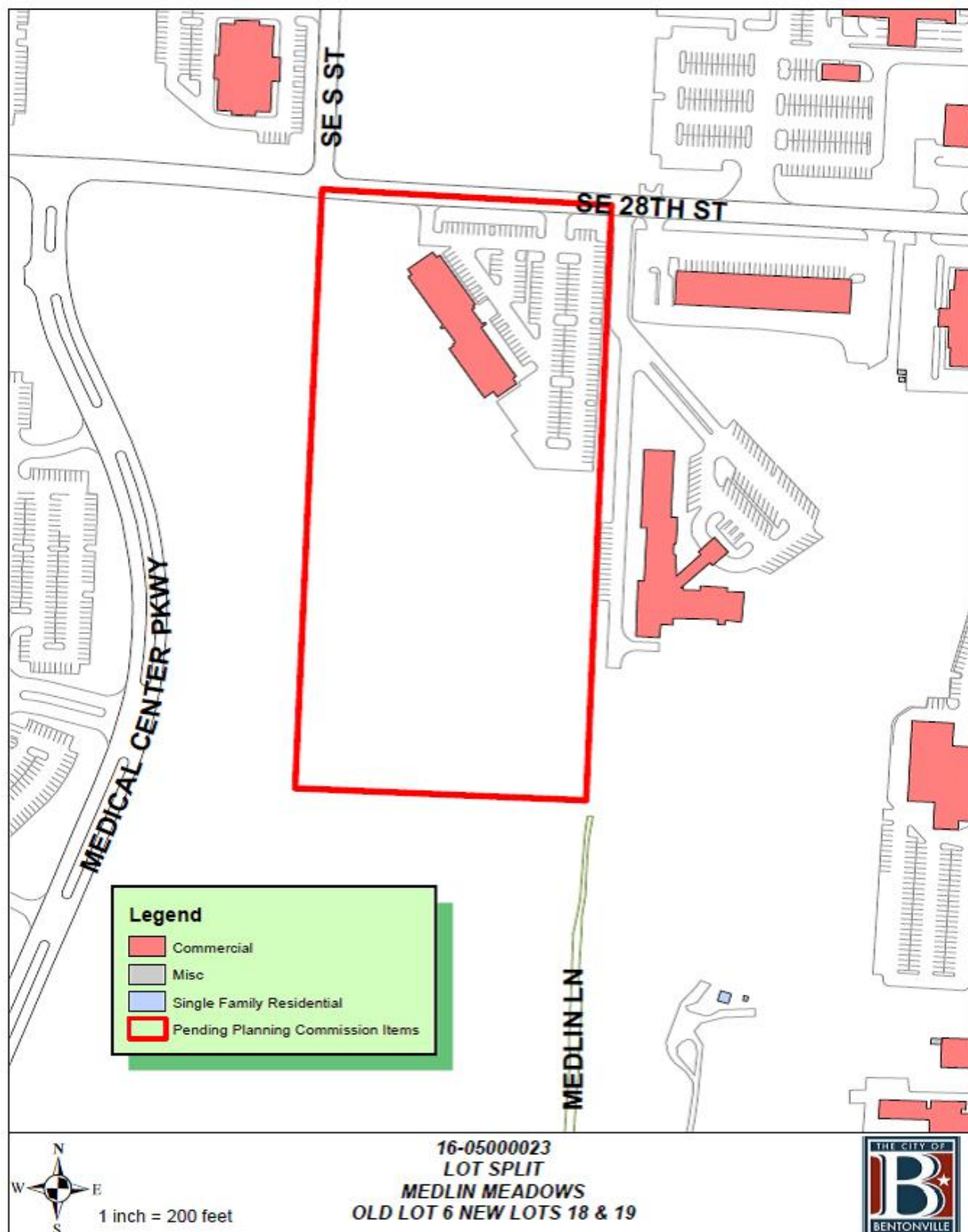
Water / Sewer: Per the G.I.S. site, water and sewer are currently available at this location.

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 18 & 19 OF MEDLIN MEADOWS
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 18 & 19 of Medlin Meadows Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 5th day of July, 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 18 & 19 of Medlin Meadows 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



The City of Bentonville, Arkansas

PC Meeting of: July 5, 2016

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

REZONING: Little Osage Farms, LLC (A-1, Agricultural to R-ZL, Zero Lot Line Residential)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: July 5, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000017

Applicant/Current Owner: Little Osage Farms, LLC

Representative: Burckart Construction

Requested Action: Rezoning

Location: Southwest Elington Street

Existing Zoning: A-1, Agricultural

Proposed Zoning: R-ZL Zero Lot Line Residential

Future Land Use Map Designation: Medium Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this is the location of a vacant parcel in a developing residential subdivision in the Southwest part of the city.

Previous Rezoning Requests for this Property: The property was rezoned from R-1, Single Family Residential to A-1, Agricultural on April 7, 2015.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Subdivision	R-1 Single Family Residential	Medium Density Residential
South	Agricultural Land	A-1, Agricultural	Medium Density Residential
East	Agricultural Land	Benton County Land	Medium Density Residential
West	Single Family Subdivision	R-1 Single Family Residential	Medium Density Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	-	-	-
West	Southwest Elington Street	Local	Improved two lane asphalt

LEGAL NOTIFICATIONS

Public Notice: On **June 4, 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 **June 8, 2106**. In addition, staff posted a notice of public hearing sign on the property on **June 21, 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: It is the intent of the R-ZL, Zero Lot Line Residential zoning designation is to permit slightly higher density and encourage the development of a variety of dwelling types. The R-ZL District will allow the parcel to act as a transition between the single family neighborhoods to the North and West and the agricultural lands to the South and East. 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 this policy 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 zoning classification will not adversely impact the traffic volumes in the area.

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

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

ANALYSIS, CONCLUSION, & SUMMARY

The proposed zoning classification would be consistent with the policies of the General Plan, create a transition between the existing single family neighborhood to the North and West and the Agricultural uses to the South and East and will allow more diverse housing options in a rapidly developing residential area.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **A-1, Agricultural** to **R-ZL, Zero Lot Line Residential**.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-ZL, ZERO LOT LINE.**

WHEREAS, Little Osage Farms, 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-ZL, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NE CORNER OF THE NE1/4 OF THE SW1/4 OF SAID SECTION 1; THENCE ALONG THE NORTH LINE OF SAID NE1/4 OF THE SW1/4 N87°07'09"W 391.51 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S02°25'21"W 192.42 FEET; THENCE N87°24'00"W 178.55 FEET; THENCE S02°25'21"W 271.71 FEET; THENCE N87°24'00"W 760.07 FEET TO THE EAST RIGHT-OF-WAY LINE OF SW ELINGTON STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: N02°33'07"E 110.38 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 10.91 FEET, A CENTRAL ANGLE OF 08°20'04", AND A CHORD BEARING AND DISTANCE OF N06°43'12"E 10.90 FEET; THENCE N10°53'17"E 286.92 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 18.78 FEET, A CENTRAL ANGLE OF 08°36'25", AND A CHORD BEARING AND DISTANCE OF N06°35'08"E 18.76 FEET; THENCE N02°16'58"E 44.62 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID NE1/4 OF THE SW1/4 S87°07'09"E 894.08 FEET TO THE POINT TO BEGINNING, CONTAINING 380,137.13 SQUARE FEET OR 8.73 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 5th day of July 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-ZL 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-ZL 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	
X	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Informational - Impact Fee Analysis Report as it pertains to items 3 through 8.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Denise Land, Finance Director
Troy Galloway, AICP, Community & Economic Development Director
CC Date: July 12, 2016
Re: Impact/Capacity Fees

HISTORY

The City of Bentonville first enacted Impact/Capacity Fees on January 8, 2002 for water, sewer and fire. The fee schedules have been amended twice; in 2006 and 2009. Then, in 2006, the City adopted parks, library and police impact fees. The parks fee schedule was amended in 2009 and library and police fees were rescinded in 2009.

State law requires cities collecting or spending these fees to have a valid Capital Improvement Plan that meets certain elements. On July 14, 2015, the City of Bentonville approved Resolution No. 7-14-15F authorizing the Mayor and Clerk to enter into an agreement with TischlerBise Inc. for the purpose of evaluating and updating the City of Bentonville Impact and Capacity Fee Study and preparing a new Capital Improvement Plan.

REPORT RECOMMENDATION

TischlerBise submitted the Impact Fee Analysis Report to the city on June 22, 2016. **The report recommends amending the Parks and Fire/EMS Impact Fees, reinstating the Police and Library Impact Fees, and suspending the Water and Sewer impact/capacity Fees.**

TischlerBise in concert with City staff determined that all capacity expansion projects for water and sewer that are impact fee-eligible have existing dedicated funding sources. Existing rates already cover 100% of Northwest Arkansas Conservation Authority (NACA) payments for the City's share of new treatment plant services, debt service payments on existing water and wastewater infrastructure and planned improvements. TischlerBise recommends suspending the imposition of water and sewer impact/capacity fees and revisiting their calculation at the conclusion of the next rate study and water and sewer capital planning cycle (expected early 2017).

The following tables show the current fees, proposed fees and the difference between the two.

Action	Parks			Fire		
	Current	Amend	Difference	Current	Amend	Difference
		Proposed			Proposed	
Residential						
Single Family (detached)	\$ 791	\$ 3,256	\$ 2,465	\$ 515	\$ 318	\$ (197)
Other Residential	\$ 568	\$ 2,051	\$ 1,483	\$ 370	\$ 200	\$ (170)
Nonresidential						
Commercial				\$ 217	\$ 357	\$ 140
Office				\$ 295	\$ 135	\$ (160)
Industrial				\$ 130	\$ 47	\$ (83)

Action	Library			Police		
	Current	Reinstate	Difference	Current	Reinstate	Difference
		Proposed			Proposed	
Residential						
Single Family (detached)	\$ -	\$ 178	\$ 178	\$ -	\$ 546	\$ 546
Other Residential	\$ -	\$ 112	\$ 112	\$ -	\$ 344	\$ 344
Nonresidential						
Commercial				\$ -	\$ 615	\$ 615
Office				\$ -	\$ 233	\$ 233
Industrial				\$ -	\$ 81	\$ 81

Action	Water			Sewer		
	Current	Suspend	Difference	Current	Suspend	Difference
		Proposed			Proposed	
Residential						
SF 5/8" meter	\$ 1,366	\$ -	\$ (1,366.00)	\$ 1,117	\$ -	\$ (1,117.00)
SF 1" meter	\$ 1,913	\$ -	\$ (1,913.00)	\$ 1,117	\$ -	\$ (1,117.00)
All other residential	Meter Size	\$ -		\$ 803	\$ -	\$ (803.00)
Nonresidential						
5/8" meter	\$ 1,366	\$ -	\$ (1,366.00)	\$ 1,117	\$ -	\$ (1,117.00)
1" meter	\$ 1,913	\$ -	\$ (1,913.00)	\$ 1,564	\$ -	\$ (1,564.00)
2" meter	\$ 3,962	\$ -	\$ (3,962.00)	\$ 3,241	\$ -	\$ (3,241.00)
4" meter	\$ 19,130	\$ -	\$ (19,130.00)	\$ 15,647	\$ -	\$ (15,647.00)

Total Fees by Development Type

The table on the following page compares the *current* total impact fees (parks, fire, water and sewer) with the *proposed* total impact fees (parks, fire, library, police) by development type.

- **Commercial Fees Reduce.** The suspension of water and sewer impact fees significantly reduces the total fees for commercial development. Recommended total commercial impact fees:

Commercial:	\$972
Office:	\$368
Industrial:	\$128

- **Single Family Fees Increase.** Although the sewer and water impact fees are suspended, total impact fees for single family is higher due to the increase in parks fees and the addition of library and police fees. Recommended total residential impact fees:

Single family detached:	\$4,298
Other residential:	\$2,707 per unit

	TOTALS		
	Current (Parks, Fire, Water, Sewer)	Proposed (Parks, Fire, Library, Police)	Difference
Residential			
SF - 5/8" w & s meters	\$ 3,789	\$ 4,298	\$ 509
SF - 1" w & s meters	\$ 3,968	\$ 4,298	\$ 330
Other - 5/8" w meter	\$ 3,107	\$ 2,707	\$ (400)
Other - 1" w meter	\$ 3,654	\$ 2,707	\$ (947)
Other - 2" w meter	\$ 5,703	\$ 2,707	\$ (2,996)
Other - 4" w meter	\$ 1,741	\$ 2,707	\$ 966
Commercial			
5/8 w & s meters	\$ 2,700	\$ 972	\$ (1,728)
1" w & s meters	\$ 3,694	\$ 972	\$ (2,722)
2" w & s meters	\$ 7,420	\$ 972	\$ (6,448)
4" w & s meters	\$ 34,994	\$ 972	\$ (34,022)
Office			
5/8 w & s meters	\$ 2,778	\$ 368	\$ (2,410)
1" w & s meters	\$ 3,772	\$ 368	\$ (3,404)
2" w & s meters	\$ 7,498	\$ 368	\$ (7,130)
4" w & s meters	\$ 35,072	\$ 368	\$ (34,704)
Industrial			
5/8 w & s meters	\$ 2,613	\$ 128	\$ (2,485)
1" w & s meters	\$ 3,607	\$ 128	\$ (3,479)
2" w & s meters	\$ 7,333	\$ 128	\$ (7,205)
4" w & s meters	\$ 34,907	\$ 128	\$ (34,779)

IMPACT FEE ANALYSIS REPORT

DRAFT

Prepared for

Bentonville, Arkansas



June 22, 2016



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

TABLE OF CONTENTS

EXECUTIVE SUMMARY	4
OVERVIEW	4
IMPACT FEE METHODOLOGIES	4
SUMMARY OF CURRENT AND PROPOSED IMPACT FEES	5
Figure 1. Current Impact Fees	5
Figure 2. Proposed Impact Fees: Methods and Cost Components	6
Figure 3. Proposed Impact Fees.....	6
GENERAL IMPACT FEE REQUIREMENTS	7
LEGAL FRAMEWORK	7
REQUIRED FINDINGS	7
PARKS.....	9
METHODOLOGY.....	9
Figure 4. Parks Impact Fee Methodology.....	9
LEVEL OF SERVICE AND INFRASTRUCTURE STANDARDS FOR PARKS.....	10
Community and Neighborhood Park Land Level of Service.....	10
Figure 5. Community Parks Level of Service	10
Neighborhood Parks Level of Service	10
Figure 6. Neighborhood Parks Level of Service Analysis.....	11
Park Development and Improvement Level of Service and Cost Analysis	11
Figure 7. Average Park Development Cost per Acre.....	11
Figure 8. Park Development Costs per Person.....	12
Figure 9. Level of Service and Cost Factors for Park Improvements	12
Trails Level of Service and Cost Analysis.....	13
Figure 10. Level of Service and Cost Factors for Concrete Trail Development.....	13
PROJECTED NEED FOR PARK FACILITIES.....	14
Figure 11. Projected Growth Needs.....	14
DEBT SERVICE CREDIT EVALUATION	14
Figure 12. Parks Principal Payment Credit Evaluation	15
PROPOSED IMPACT FEES FOR PARKS.....	15
Figure 13. Proposed Parks Impact Fees.....	16
FIRE.....	17
METHODOLOGY.....	17
Figure 14. Fire Impact Fee Methodology.....	18

PROPORTIONATE SHARE ANALYSIS	18
<i>Figure 15. Bentonville Functional Population.....</i>	<i>19</i>
FIRE APPARATUS LEVELS OF SERVICE STANDARDS AND COST FACTORS	19
<i>Figure 16. Current Level of Service and Cost Factors for Fire Apparatus.....</i>	<i>20</i>
PROJECTED NEED FOR FIRE VEHICLES/APPARATUS.....	20
<i>Figure 17. Fire Apparatus Needs Analysis</i>	<i>20</i>
DEBT SERVICE CREDIT EVALUATION	21
<i>Figure 18. Fire Principal Payment Credit Evaluation</i>	<i>21</i>
FIRE IMPACT FEE CALCULATIONS.....	22
<i>Figure 19. Proposed Fire Impact Fees.....</i>	<i>22</i>
POLICE.....	23
METHODOLOGY.....	23
<i>Figure 20. Police Impact Fee Methodology</i>	<i>23</i>
PROPORTIONATE SHARE ANALYSIS	24
POLICE BUILDING LEVELS OF SERVICE STANDARDS AND COST FACTORS	24
<i>Figure 21. Current Level of Service and Cost Factors for Police Buildings</i>	<i>25</i>
<i>Figure 22. Current Level of Service and Cost Factors for Police Vehicles.....</i>	<i>26</i>
PROJECTED NEED FOR POLICE BUILDINGS AND VEHICLES.....	26
<i>Figure 23. Police Facility Need Analysis.....</i>	<i>27</i>
DEBT SERVICE CREDIT EVALUATION	27
<i>Figure 24. Police Principal Payment Credit Evaluation.....</i>	<i>28</i>
POLICE IMPACT FEE CALCULATIONS	28
<i>Figure 25. Proposed Police Impact Fees</i>	<i>29</i>
LIBRARY.....	30
METHODOLOGY.....	30
<i>Figure 26. Library Impact Fee Methodology</i>	<i>30</i>
LIBRARY COLLECTIONS LEVELS OF SERVICE STANDARDS AND COST FACTORS	30
<i>Figure 27. Current Level of Service and Cost Factors for Library Collections</i>	<i>31</i>
PROJECTED NEED FOR LIBRARY COLLECTIONS.....	31
<i>Figure 28. Library Collections Needs Analysis</i>	<i>31</i>
LIBRARY IMPACT FEE CALCULATIONS.....	31
<i>Figure 29. Library Impact Fees</i>	<i>32</i>
APPENDIX A – DEMOGRAPHIC DATA	33

Executive Summary

OVERVIEW

The City of Bentonville, Arkansas, has retained TischlerBise to determine growth-related infrastructure needs and calculate impact fees for the following infrastructure categories:

- Parks
- Fire
- Police
- Library

Impact fees are one-time payments used to construct system improvements needed to accommodate development. Impact fees for Bentonville are proportionate and reasonably related to the capital facility service demands of new development. Impact fees are necessary to achieve an equitable allocation of capital costs, in comparison to past and future benefits. Bentonville has complied with all requirements of Arkansas's impact fee enabling statute, which requires that collected impact fees and accrued interest are spent within seven years from the date the fees were collected.

After discussions with City staff, TischlerBise determined demand indicators for each type of public facility and calculated residential and nonresidential proportionate share factors. These factors are used to allocate costs by type of development. The formulas used to calculate the impact fees for the City of Bentonville are diagrammed in a flow chart for each type of public facility in the respective chapter of this report. Also contained in this report are summary tables indicating the specific Level-of-Service (LOS) or infrastructure standards used to derive the impact fees. Demographic and land use assumptions used to prepare this analysis are included in the appendix.

IMPACT FEE METHODOLOGIES

There are three basic methods used to calculate the impact fees. The **incremental expansion** method documents the current LOS for each type of public facility in both quantitative and qualitative measures. This method is best suited for public facilities that will be expanded incrementally in the future, with LOS standards based on current conditions in the community. The **plan-based** method is best suited for public facilities that have adopted plans or commonly accepted engineering standards to identify the need for capital projects. A **cost recovery** method may be used for facilities that have been oversized to accommodate future development, at least for the next seven years. The rationale for the cost recovery approach is that new development is paying for its share of the useful life or remaining capacity of the existing facility. To the extent that new growth and development is served by the previously constructed improvements, the City to be reimbursed for the previously incurred public facility costs.

Another general requirement that is common to impact fee methodologies is the evaluation of credits. Past and future revenue credits have been evaluated to avoid potential double payment situations arising

from the payment of a one-time impact or fee and then subsequent payments of other revenues that may also fund growth-related capital improvements. General Fund revenues, such as property taxes, being used for parks, fire, and police improvements have been accounted for via credits for future principal payments.

SUMMARY OF CURRENT AND PROPOSED IMPACT FEES

For comparison purposes, Bentonville's current impact fees are shown in Figure 1.

Figure 1. Current Impact Fees

Current Fees				
<i>Residential (per housing unit)</i>	Parks	Library	Fire*	Police
Single Family Detached	\$791	-	\$515	-
All Other Residential	\$568	-	\$370	-
<i>Nonresidential (per 1,000 Sq. Ft.)</i>				
Commercial	-	-	\$217	-
Office	-	-	\$295	-
Industrial	-	-	\$130	-

*Nonresidential fees are the average fee for relevant categories

<i>Residential (per unit)</i>	Water	Sewer
SF with 0.625" meter (5/8")	\$1,366	\$1,117
SF with 1.00" meter	\$1,913	\$1,117
All Other Residential	Based on Meter Size	\$803
<i>Nonresidential (based on meter size)</i>		
0.625" meter (5/8")	\$1,366	\$1,117
1.00" meter	\$1,913	\$1,564
2.00" meter	\$3,962	\$3,241
4.00" meter	\$19,130	\$15,647

In addition to revising Bentonville's parks and fire impact fees, TischlerBise has calculated impact fees for library and police. Another important change to the existing fee structure is the excision of the water and sewer capacity fees. After examining the City's 2015 water and sewer rate study and capital improvement plans and conducting meetings with City staff, TischlerBise, in concert with City staff, determined all capacity expansion projects for water and wastewater that are impact fee-eligible have existing dedicated funding sources. Existing rates already cover 100 percent of Northwest Arkansas Conservation Authority (NACA) payments for the City's share of new treatment plant services, debt service payments on existing water and wastewater infrastructure, and planned improvements. Therefore, TischlerBise recommends suspending the imposition of these two fees and revisiting their calculation at the conclusion of the next rate study and water and sewer capital planning cycle (expected early 2017).

Figure 2 shows the method used to derive each type of proposed fee in Bentonville, plus each component that contributes to the impact fee.

Figure 2. Proposed Impact Fees: Methods and Cost Components

Type of Fee	Cost Recovery (past)	Incremental Expansion (present)	Plan-Based (future)	Cost Allocation
1. Parks		Park Land Development, Recreation Improvements and Concrete Trails		Population
2. Fire		Fire Apparatus		Functional Population
3. Police		Police Station Space and Vehicles		Functional Population
4. Library		Collections		Population

Figure 3 provides a summary schedule of the proposed impact fees for Bentonville. Fees for residential development are per housing unit and fees for nonresidential development are per 1,000 square feet of floor area.

Figure 3. Proposed Impact Fees

Residential (per housing unit)	Parks	Library	Fire	Police	Total
Single Family	\$3,256	\$178	\$318	\$546	\$4,298
Multifamily	\$2,051	\$112	\$200	\$344	\$2,707
Nonresidential (per 1,000 Sq. Ft.)					
Commercial	-	-	\$357	\$615	\$972
Office	-	-	\$135	\$233	\$368
Industrial	-	-	\$47	\$81	\$128

As noted above, this fee update adds fees for library and police. It should be noted that in the last fee calculation (2007) the parks impact fee included only community park improvements and trail development, since residents had just approved a sales and use tax bond for a variety of services, including parks and recreation. However, in this update, the fee components are expanded to reflect changing funding strategies, thereby increasing the fee by a significant amount in order to maintain current LOS in the future.

A note on rounding: Calculations throughout this report are based on an analysis conducted using Excel software. Results are discussed in the report using one-and two-digit places (in most cases), which represent rounded or truncated figures. However, in some instances the analysis itself uses figures carried to their ultimate decimal places (e.g., for LOS standards); therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown).

General Impact Fee Requirements

Impact fees are one-time payments used to fund capital improvements necessitated by new growth. Impact fees have been utilized by local governments in various forms for at least 50 years. Impact fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current LOS in a community. Any community considering impact and/or fees should note the following limitations:

- Impact fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and/or maintenance and rehabilitation costs;
- Impact fees cannot be deposited in the local government's General Fund: the funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected; and
- Impact fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

LEGAL FRAMEWORK

U.S. Constitution. Like all land use regulations, development exactions—including impact fees—are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an “essential nexus” between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be “roughly proportional” to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as impact fees.

REQUIRED FINDINGS

There are three reasonable relationship requirements for impact fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the

term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable LOS standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State enabling act, as are procedures to ensure that the fees are expended expeditiously or refunded. All of these requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

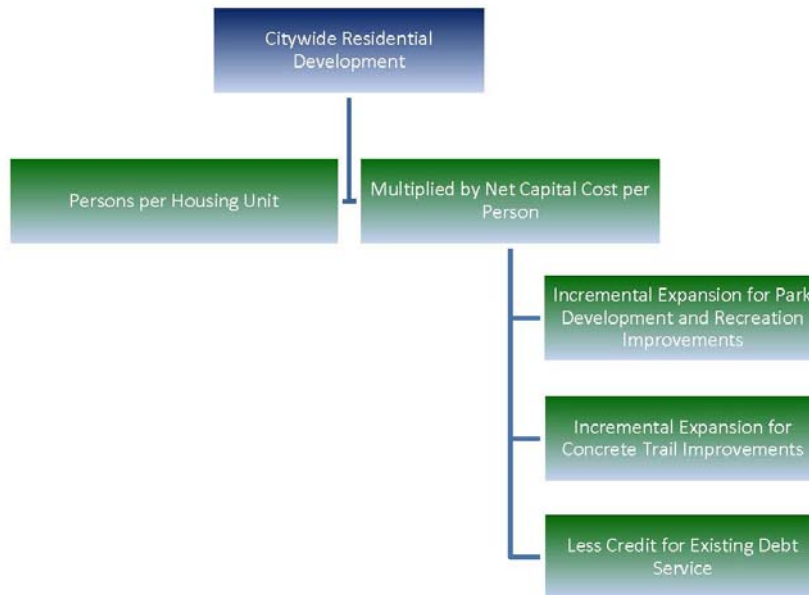
Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development. For example, the need for school improvements is measured by the number of public school-age children generated by development.

Parks

METHODOLOGY

The parks impact fee is derived using the incremental expansion methodology. The City of Bentonville feels it has sufficient park land to serve future development for several years. Therefore, the City will continue to develop its existing neighborhood and community parkland, purchase and install new recreation improvements, and develop concrete trails to accommodate future growth. The methodology for the parks impact fee is diagrammed in Figure 4. It is important to note that the parks impact fee methodology excludes mini-parks, which typically have a very small area of benefit. All cost components are allocated 100% to residential development. Please note that the City's definition of a neighborhood park differs from that of many other communities. The City's neighborhood parks can be quite large (averaging 11 acres, whereas many other communities define a neighborhood park as only a few acres) and have a wide variety of amenities. As such, they draw residents from throughout the City and are included in this city-wide impact fee analysis.

Figure 4. Parks Impact Fee Methodology



LEVEL OF SERVICE AND INFRASTRUCTURE STANDARDS FOR PARKS

Community and Neighborhood Park Land Level of Service

Figure 5 shows the current inventory of community park acres and LOS standards. Bentonville currently has 279.92 acres of community parks. Using the City's 2015 population of 42,578 people, this inventory equates to a current LOS of 6.57 acres per 1,000 persons (279.92 acres / (42,578 people / 1,000 people) = 6.57 acres per 1,000 people). Please note that Bentonville does not have any current plans to purchase additional park land at this time. Rather, it plans to develop recreational amenities on the undeveloped portions of these properties. Therefore, a cost component for land acquisition is not included in this fee. However, the City will continue to use impact fees to improve existing community parks.

Figure 5. Community Parks Level of Service

Community Parks Site	Total Acres
Memorial Park	73.00
Bella Vista Lake	132.00
Citizens Park/Bentonville CC	34.92
Harlon Phillips Park	40.00
TOTAL	279.92

Level of Service (LOS) Standards	
Inventory of Community Park Acres	279.92
2015 Bentonville Population	42,578
LOS: Acres per 1,000 Persons	6.57

Neighborhood Parks Level of Service

Figure 6 provides detail on the current number of neighborhood park acres (66.64). Although they are called neighborhood parks, these facilities are larger than national standards and provide a community-wide benefit. As shown in Figure 6, the current LOS for neighborhood park acreage is derived by dividing the total number of acres (66.64) by the 2015 population of 42,578 divided by 1,000, resulting in a current LOS of 1.57 neighborhood park acres per 1,000 persons (66.64 acres / (42,578 people / 1,000 people) = 1.57 acres per 1,000 people). As stated previously, the City does not plan to purchase additional neighborhood parkland in the foreseeable future. Therefore, a land acquisition component for neighborhood parks is not included in the fee calculation. However, the City will continue to use impact fees to improve existing neighborhood parks.

Figure 6. Neighborhood Parks Level of Service Analysis

Neighborhood Parks Site	Total Acres
Lake Bentonville Park	20.00
Merchants Baseball Park	7.90
Downtown Activity Center	3.62
Old Tiger Stadium	4.70
Orchards Park	16.52
Park Springs Park	13.90
TOTAL Acres	66.64

Level of Service (LOS) Standards	
Inventory of Neighborhood Park Acres	66.64
2015 Bentonville Population	42,578
LOS: Acres per 1,000 Persons	1.57

Park Development and Improvement Level of Service and Cost Analysis

Figure 7 provides the average cost to develop acreage in community and neighborhood parks. The City of Bentonville provided the land development cost for recent community and neighborhood parks. The average cost per acre will be used as the land development cost in the park fee calculation. Figure 7 summarizes the acreage, total cost, and cost per acre for recent community and neighborhood parks. The average land development cost is \$100,070 per acre for community parks (\$25,810,000 total development cost / 257.92 acres = \$100,070 cost per acre) and \$93,000 for neighborhood parks (\$3,395,000 total development cost / 36.52 acres = \$93,000 cost per acre).

Figure 7. Average Park Development Cost per Acre

Community Parks Cost of Development

Park Site	Acreage	Cost	Cost per Acre
Memorial Park	73	\$7,810,000	\$106,986
Phillips Park	40	\$10,000,000	\$250,000
Bella Vista Lake*	110	\$4,785,000	\$43,500
Citizens Park	34.92	\$3,215,000	\$92,068
	257.92	\$25,810,000	\$100,070

*Does not include 22 acres of lake acreage

Neighborhood Parks Cost of Development

Park Site	Acreage	Cost	Cost per Acre
Lake Bentonville Park	20	\$2,395,000	\$119,750
Orchards Park	16.52	\$1,000,000	\$60,533
	36.52	\$3,395,000	\$93,000

The land development cost for a community park is \$657.89 per person (\$100,070 development cost per acre X (6.57 acres per 1,000 persons / 1,000 persons) = \$657.89 land development cost per person). The land development cost for a neighborhood park is \$145.56 per person (\$93,000 per acre X (1.57 acres per

1,000 persons / 1,000 persons) = \$145.56 land development cost per person). These cost factor calculations are shown in Figure 8.

Figure 8. Park Development Costs per Person

Community Parks Level of Service (LOS) Standards	
Average per Acre (rounded)	\$100,070
LOS: Acres per 1,000 Persons	6.57
Land Development Cost per Person	\$657.89
Neighborhood Parks Level of Service (LOS) Standards	
Average per Acre (rounded)	\$93,000
LOS: Acres per 1,000 persons	1.57
Land Development Cost per Person	\$145.56

Figure 9 lists the current LOS and cost factors for park improvements at community and neighborhood parks. The total value of park improvements is based on the inventory of improvements provided by City staff. The current LOS for park improvements is 1.95 improvements per 1,000 persons (83 total improvements / (42,578 2015 population / 1,000 persons) = 1.95). To determine the cost per demand unit for recreation improvements, the average cost per improvement of \$156,723 (\$13,008,000 total cost of improvements / 83 improvements = \$156,723) is multiplied by the LOS of 1.95 and divided by 1,000 persons. The citywide park improvements cost per person is \$305.51.

Figure 9. Level of Service and Cost Factors for Park Improvements

Improvement Type	Total Units	Unit Cost	Total
Pavilions	12	\$81,000	\$972,000
Bathrooms	7	\$173,000	\$1,211,000
Concessions	4	\$240,000	\$960,000
Pedestrian Bridge	1	\$100,000	\$100,000
Playgrounds	8	\$104,000	\$832,000
Tennis Courts	12	\$125,000	\$1,500,000
Lighted Tennis Courts	2	\$250,000	\$500,000
Softball and Baseball Fields	16	\$178,000	\$2,848,000
Bark Park	1	\$150,000	\$150,000
Ice Skating Rink	1	\$1,500,000	\$1,500,000
Sand Volleyball	4	\$12,500	\$50,000
Soccer Field	13	\$45,000	\$585,000
Aquatic Center	1	\$1,500,000	\$1,500,000
Skate Park	1	\$300,000	\$300,000
Total	83	\$4,758,500	\$13,008,000
Level of Service (LOS) Standards			
Number of Improvements	83		
2015 Bentonville Population	42,578		
Current LOS: Improvements per 1,000 Persons	1.95		
Cost Analysis			
Total Value of Park Improvements	\$13,008,000		
Average Cost per Improvement	\$156,723		
Citywide Park Improvements Cost per Person	\$305.51		

Trails Level of Service and Cost Analysis

Figure 10 provides Bentonville's current inventory of concrete trails. Natural surface trails are not included in the parks fee because City staff do not anticipate building any non-hard surface trails in the near future. The City has 127,142.40 linear feet (24.08 miles) of concrete trails, providing a LOS of 2.99 linear feet per person (127,142.40 linear feet / 45,578 persons = 2.99 linear feet per person). According to City staff, the cost for concrete trails is \$75 per linear foot. The concrete trail cost per person was derived by multiplying the cost per linear foot by linear feet per person. The cost of trails is \$223.96 per person (\$75 cost per linear foot X 2.99 linear feet per person = \$223.96 per person).

Figure 10. Level of Service and Cost Factors for Concrete Trail Development

Concrete Trail	Miles	Linear Feet
Lake Bella Vista Trail	1.75	9,240.00
Wishing Spring Trail	1.58	8,342.40
North Bentonville Trail	2.26	11,932.80
Crystal Bridges Trail	1.00	5,280.00
Tiger Trail	1.51	7,972.80
Lincoln Loop	0.44	2,323.20
Jefferson Trail	0.35	1,848.00
Downtown Trail	0.42	2,217.60
Town Branch Trail	0.77	4,065.60
John Deshields Trail	1.00	5,280.00
Memorial Park Fitness Trail	1.00	5,280.00
Park Springs/Burns Trail	0.75	3,960.00
J Street Trail	1.23	6,494.40
Moberly Lane Trail	1.98	10,454.40
Heritage Trail @ Central Ave	1.30	6,864.00
Heritage Trail @ SW I St.	2.11	11,140.80
Arkansas Missouri Trail	0.75	3,960.00
South Bentonville Trail	2.55	13,464.00
Enfield Park Trail	0.21	1,108.80
Members Place Trail	0.36	1,900.80
Soccer Trail	0.26	1,372.80
All-American Trail	0.50	2,640.00
TOTAL	24.08	127,142.40

Level of Service (LOS) Standards	
Total Linear Feet	127,142
2015 Bentonville Population	42,578
LOS: Linear Feet per Person	2.99
Cost Analysis	
LOS : Linear Feet per Person	2.99
Cost per Linear Foot	\$75
Capital Cost per Person	\$223.96

PROJECTED NEED FOR PARK FACILITIES

The need for additional park infrastructure, based on projected population growth over the next seven years and LOS standards discussed above, is shown in Figure 11. Over the next seven years, it is projected that Bentonville will spend about \$6.9 million to further develop community parks, \$1.5 million to further develop neighborhood parks, \$3.2 million for recreation improvements, and \$2.3 million to construct an additional 31,236 linear feet of concrete trails.

Figure 11. Projected Growth Needs

Community Parks LOS		6.57 acres per 1,000 persons			
Community Parks Development		\$100,070 per acre			
Neighborhood Park LOS		1.57 acres per 1,000 persons			
Neighborhood Parks Development		\$93,000 per acre			
Recreation improvements LOS		1.95 improvements per 1,000 persons			
Recreation Improvements		\$156,723 per improvement			
Concrete Trails Level of Service		2.99 linear feet per person			
Concrete Trails Cost		\$75 per linear foot			

		Infrastructure Needed				
		Bentonville, Arkansas	Community Park Acres	Neighborhood Park Acres	Recreation Improvements	Linear Feet of Trails
Base	Year					
	2015	42,578	279.9	66.6	83.0	127,142
1	2016	44,072	289.7	69.0	85.9	131,605
2	2017	45,566	299.6	71.3	88.8	136,067
3	2018	47,061	309.4	73.7	91.7	140,529
4	2019	48,555	319.2	76.0	94.7	144,992
5	2020	50,049	329.0	78.3	97.6	149,454
6	2021	51,544	338.9	80.7	100.5	153,916
7	2022	53,038	348.7	83.0	103.4	158,378
Seven-Yr Increase		10,460	68.8	16.4	20.4	31,236

Cost of Community Park Development						\$6,884,801
Cost of Neighborhood Park Development						\$1,525,200
Cost of Recreation Improvements						\$3,197,147
Cost of Concrete Trail Improvements						\$2,342,700
						\$13,949,848

DEBT SERVICE CREDIT EVALUATION

In 2007 and 2009, Bentonville issued a sales and use tax bond for the construction of the downtown community center, the development of several parks and trails, and the purchase of various recreation improvements. Fourteen percent of the 2007 series and 36 percent of the 2009 series were devoted to parks improvements, of which only 72 percent was spent on infrastructure expansion projects. To avoid potential double payment for park improvements, a credit is necessary because new residential units that

will pay the impact fee will also generate sales tax used to make future principal payments on this remaining debt.

As shown in Figure 12, the share of outstanding debt attributable to parks infrastructure expansion is \$6,519,888. To derive the credit amount, annual principal payments are divided by the total projected population. (For example, in 2022, the principal to be paid of approximately \$671,112 is divided by the projected population of 53,038 for a payment of \$12.65 per person.)

To account for the time value of money, annual payments per person are discounted using a net present value formula based on an average current interest rate of 3.53 percent. The total net present value of future principal payments per person is \$104.24 per person. This amount is subtracted from the gross capital cost per person amount to derive a net capital cost per person for park facilities.

Figure 12. Parks Principal Payment Credit Evaluation

Parks Share of Sales and Use Tax Bond Series 2007 and 2009*			
Year	Principal Payments	Projected Population	Principal Payment Credit Per Person
2016	\$518,472	44,072	\$11.76
2017	\$539,784	45,566	\$11.85
2018	\$561,384	47,061	\$11.93
2019	\$585,792	48,555	\$12.06
2020	\$612,000	50,049	\$12.23
2021	\$641,808	51,544	\$12.45
2022	\$671,112	53,038	\$12.65
2023	\$502,848	54,532	\$9.22
2024	\$526,176	56,027	\$9.39
2025	\$912,096	57,521	\$15.86
2026	\$448,416	59,015	\$7.60
Total	\$6,519,888	Discount Rate	3.53%
		Present Value	\$104.24

*Represents 72% of principal payments on 14% of 2007 series and 36% of 2009 series, based on what the Parks and Recreation department has spent of its share of each issue

PROPOSED IMPACT FEES FOR PARKS

Infrastructure standards used in the parks impact fee calculations are listed at the top of Figure 13. The net capital cost for parks is \$1,228.69 for each resident added to Bentonville. Impact fees per unit are derived by multiplying persons per housing unit by the total infrastructure cost per person. Therefore, the impact fee for a multifamily unit is \$2,051 (1.67 persons per housing unit X \$1,228.69 infrastructure cost per person = \$2,051 (truncated)).

Figure 13. Proposed Parks Impact Fees

<i>Infrastructure Costs per Person</i>	
Community Parks Development	\$657.89
Neighborhood Parks Development	\$145.56
Recreation Improvements	\$305.51
Concrete Trails	\$223.96
Principal Payment Credit	(\$104.24)
Total Net Cost per Person	\$1,228.69

<i>Unit Type</i>	<i>Persons per Housing Unit</i>	<i>Proposed Fee</i>	<i>Current Fee</i>	<i>Increase / (Decrease)</i>
Single Family	2.65	\$3,256	\$791	\$2,465
Multifamily	1.67	\$2,051	\$568	\$1,483

Fire

METHODOLOGY

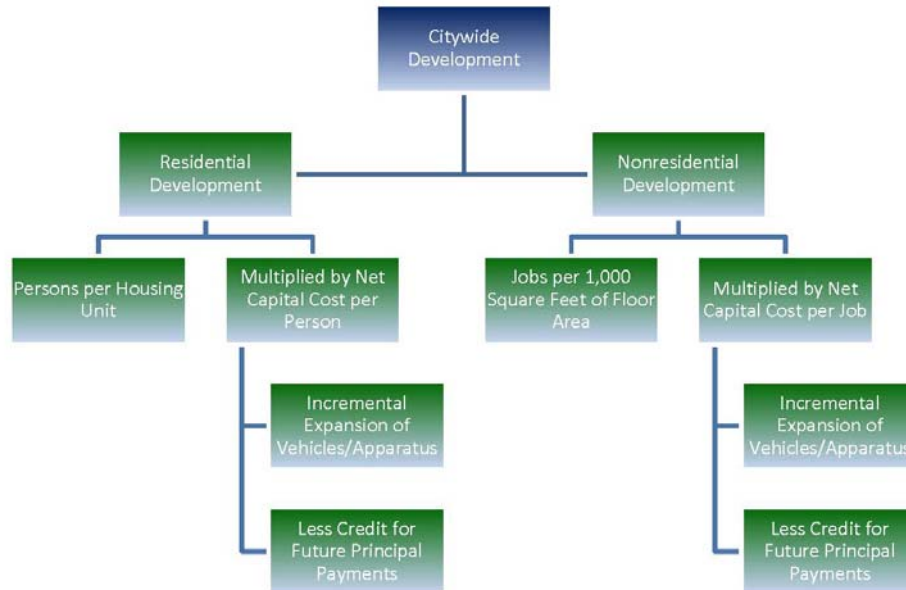
The fire impact fee for Bentonville utilizes an incremental expansion approach, with infrastructure costs allocated to both residential and nonresidential development based on a functional population analysis. The formula for the fire impact fee is diagrammed in Figure 14. The fee is based on the cost of apparatus and vehicles only, since the City has no plans to build a new station or expand an existing station in the next seven years. For residential development, fire impact fees are a function of population growth.

For nonresidential impact fees, TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for fire and emergency medical apparatus. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial/warehouse development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for fire and emergency medical services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, fire impact fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, fire impact fees would be too high for industrial development.

Average weekday vehicle trip ends are from the reference book, *Trip Generation (Ninth Edition, 2012)*, published by the Institute of Transportation Engineers (ITE). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate impact fees, trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points—thereby allocating the trip to the appropriate land use.

The basic trip adjustment factor is 50 percent for all nonresidential development except commercial. For commercial/shopping center development, the trip adjustment factor is less than 50 percent because retail uses attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average size shopping center, the ITE manual indicates that on average 25 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 75 percent of attraction trips have the shopping center as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 75 percent multiplied by 50 percent, or approximately 38 percent of the trip ends.

Figure 14. Fire Impact Fee Methodology



PROPORTIONATE SHARE ANALYSIS

The fire impact fee uses functional population to determine the proportionate cost share for residential and nonresidential development. For residential development, the proportionate share factor is based on estimated person hours of non-working residents, plus the non-working hours of resident workers. Based on 2013 U.S. Census Bureau data, approximately 43% of Bentonville's population worked in 2013. For resident workers, two-thirds of a day (i.e., annualized average of 16 hours per day) was allocated to residential demand. Time spent at work (i.e., annualized average of 8 hours per day) was allocated to nonresidential development. In 2013, the U.S. Census Bureau's OnTheMap web application indicated that 7,366 City residents also worked in Bentonville, but 57% of workers commuted to out-of-town jobs. Total jobs located in Bentonville include 31,745 inflow commuters. Based on estimated person hours, the cost allocation for residential development is 72.5% while nonresidential development accounts for 27.5% of the demand for infrastructure.

Figure 15. Bentonville Functional Population

	<u>Demand Units in 2013</u>	<u>Demand Hours/Day</u>	<u>Person Hours</u>	<u>Proportionate Share</u>
Residential				
Estimated Residents	40,121			
57% Residents Not Working	22,846	24	548,304	
43% Workers Living in City	17,275			
43% City Residents Working in City	7,366	16	117,856	
57% City Residents Working outside of City	9,909	16	158,544	
Residential Subtotal			824,704	72.5%
Nonresidential				
Jobs Located in City	39,111			
City Residents Working in City	7,366	8	58,928	
Non-Resident Workers	31,745	8	253,960	
Nonresidential Subtotal			312,888	27.5%
TOTAL			1,137,592	100%

Source: US Census, OnTheMap Application and LEHD Origin-Destination Employment Statistics

FIRE APPARATUS LEVELS OF SERVICE STANDARDS AND COST FACTORS

Bentonville currently has 31 pieces apparatus and vehicles of various sizes and capabilities. Figure 16 below indicates the type of apparatus, the number owned, and the cost of replacement ("unit cost"). The Fire Department's fleet is worth nearly \$7.2 million, with an average cost per unit of \$232,000 (rounded).

Figure 16 also indicates residential and nonresidential proportionate share factors, current LOS standards, and cost per demand unit calculations. The current residential LOS is derived by multiplying the total number of apparatus by the proportionate share of functional population and dividing by the total population (31 apparatus X 72.5% proportionate share / 42,578 people), resulting in a LOS of 0.00053 apparatus per person. Similarly, nonresidential LOS is derived by multiplying total apparatus by the proportionate share and dividing by total nonresidential vehicle trips (31 apparatus X 27.5% proportionate share / 78,683 nonresidential vehicle trips), resulting in a LOS of 0.00011 apparatus per vehicle trip.

The cost per demand unit is derived using the average cost per apparatus (\$232,000) and existing LOS discussed above. For residential development, the cost per person is \$122.46 (0.00053 apparatus per person X \$232,000 per apparatus). The cost per vehicle trip for nonresidential development is \$25.14 (0.00011 apparatus per nonresidential vehicle trip X \$232,000 per apparatus).

Figure 16. Current Level of Service and Cost Factors for Fire Apparatus

Fire Apparatus	Items	Unit Cost	Total Cost
Pickup/Command Vehicle	7	\$40,000	\$280,000
Brush Truck	2	\$125,000	\$250,000
Hazmat/Rescue Trailer	2	\$35,000	\$70,000
Engine	5	\$475,000	\$2,375,000
Rescue Pumper	1	\$525,000	\$525,000
Squad Truck	7	\$200,000	\$1,400,000
Special Rescue Vehicle	3	\$45,000	\$135,000
Support Vehicle	1	\$500,000	\$500,000
Quint Engine and Ladder Truck	2	\$750,000	\$1,500,000
Pumper	1	\$150,000	\$150,000
TOTAL	31		\$7,185,000
Average Cost per Unit			\$232,000

Development Type	Proportionate Share	2015 Demand Units	Apparatus per Demand Unit	Cost per Demand Unit
Residential	72%	42,578 Population	0.00053	\$122.46
Nonresidential	28%	78,683 Nonresidential Vehicle Trips	0.00011	\$25.14

PROJECTED NEED FOR FIRE VEHICLES/APPARATUS

Figure 17 depicts projected demand for fire vehicles and apparatus over the next seven years. Demand from population and nonresidential growth will require the addition of 8.21 vehicles/apparatus for a total cost of approximately \$1.9 million over the next seven years to maintain existing LOS.

Figure 17. Fire Apparatus Needs Analysis

Fire Apparatus - Residential	0.00053 apparatus per person
Fire Apparatus - Nonresidential	0.00011 apparatus per vehicle trip
Fire Apparatus - Cost	\$232,000 per apparatus

		Infrastructure Needed		
		Nonresidential		Fire Apparatus
	Year	Population	Trips	
Base	2015	42,578	78,683	31.00
Year 1	2016	44,072	82,226	32.17
Year 2	2017	45,566	85,768	33.35
Year 3	2018	47,061	89,311	34.52
Year 4	2019	48,555	92,854	35.69
Year 5	2020	50,049	96,396	36.86
Year 6	2021	51,544	99,939	38.04
Year 7	2022	53,038	103,481	39.21
Seven-Year Increase =>		10,460	24,798	8.21
Total Growth-Related Cost of Fire Apparatus				\$1,904,363

DEBT SERVICE CREDIT EVALUATION

In 2007, Bentonville bond-financed the purchase of a rescue vehicle. To avoid potential double payment for fire improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt through sales tax revenue.

As shown in Figure 18, outstanding principal for the rescue vehicle is approximately \$202,177. Credit amounts are distributed based on proportionate share for residential and nonresidential uses. To derive the credit amount for residential, annual principal payments are multiplied by the proportionate share factors (See Figure 15) and divided by the projected total population. For example, in fiscal year 2016, the principal to be paid of approximately \$19,021 is multiplied by the residential proportionate share of 72.5% and then divided by the projected population of 44,072 for a payment of \$0.31 per person. Similarly, the payment for jobs is derived by multiplying the principal payment by the nonresidential proportionate share and dividing by the projected number of nonresidential vehicle trips.

To account for the time value of money, annual payments per person and job are discounted using a net present value formula based on an average current interest rate of 3.53 percent. The total net present value of future principal payments per person is \$2.43 per person and \$0.49 per nonresidential vehicle trip. This amount is subtracted from the gross capital cost per demand unit for residential and nonresidential development to derive a net capital cost for fire facilities.

Figure 18. Fire Principal Payment Credit Evaluation

Year	Principal Payments*	Projected Population	Projected Nonresidential Trips	Principal Payment Credit	
				Per Person	Per Trip
				72.5%	27.5%
FY 2016	\$19,021	44,072	78,683	\$0.31	\$0.07
FY 2017	\$19,962	45,566	82,226	\$0.32	\$0.07
FY 2018	\$20,769	47,061	85,768	\$0.32	\$0.07
FY 2019	\$21,777	48,555	89,311	\$0.33	\$0.07
FY 2020	\$22,852	50,049	92,854	\$0.33	\$0.07
FY 2021	\$24,062	51,544	96,396	\$0.34	\$0.07
FY 2022	\$25,205	53,038	99,939	\$0.34	\$0.07
FY 2023	\$0	54,532	103,481	\$0.00	\$0.00
FY 2024	\$0	56,027	110,567	\$0.00	\$0.00
FY 2025	\$48,528	57,521	114,109	\$0.61	\$0.12
Total	\$202,177		Discount Rate	3.53%	3.53%
		Present Value		\$2.43	\$0.49

*Represents the rescue vehicle's share of the total Sales and Use Tax 2007 issue (1%).

FIRE IMPACT FEE CALCULATIONS

Proposed fire impact fees are shown in Figure 19. For residential development, fire impact fees are based on persons per housing unit. For example, a single family unit will have an impact fee of \$318 (2.65 persons per housing unit X \$120.03 net cost per person = \$318 (truncated)).

For nonresidential development, the fees are expressed per thousand square feet of floor area. Therefore, an office building with 30,000 square feet of floor area would pay a fire impact fee of \$4,050 (30 X \$135 [5.52 weekday vehicle trips per 1,000 SF X \$24.63 net cost per nonresidential vehicle trip (truncated)]).

Figure 19. Proposed Fire Impact Fees

Residential

	Per Person
Fire Apparatus Cost Per Person	\$122.46
Fire Apparatus Debt Service Credit	(\$2.43)
Net Cost Per Demand Unit	\$120.03

Unit Type	Persons per Housing Unit	Proposed Fee	Current Fee	Increase / (Decrease)
Single Family	2.65	\$318	\$515	(\$197)
Multifamily	1.67	\$200	\$370	(\$170)

Nonresidential Impact Fees per 1,000 Square Feet of Floor Area

	Per Trip
Fire Apparatus Cost Per Trip	\$25.14
Fire Apparatus Debt Service Credit	(\$0.51)
Net Cost Per Demand Unit	\$24.63

Development Type	Weekday Trips per KSF*	Proposed Fee	Current Fee**	Increase / (Decrease)
Commercial	14.52	\$357	\$210	\$147
Office	5.52	\$135	\$330	(\$195)
Industrial	1.91	\$47	\$190	(\$143)

*Weekday trips per 1,000 square feet multiplied by trip adjustment factors, as discussed in Appendix. For example, weekday vehicle trips for commercial equal 42.70 trips, multiplied by 34 percent adjustment factor for 14.52 trips per 1,000 square feet.

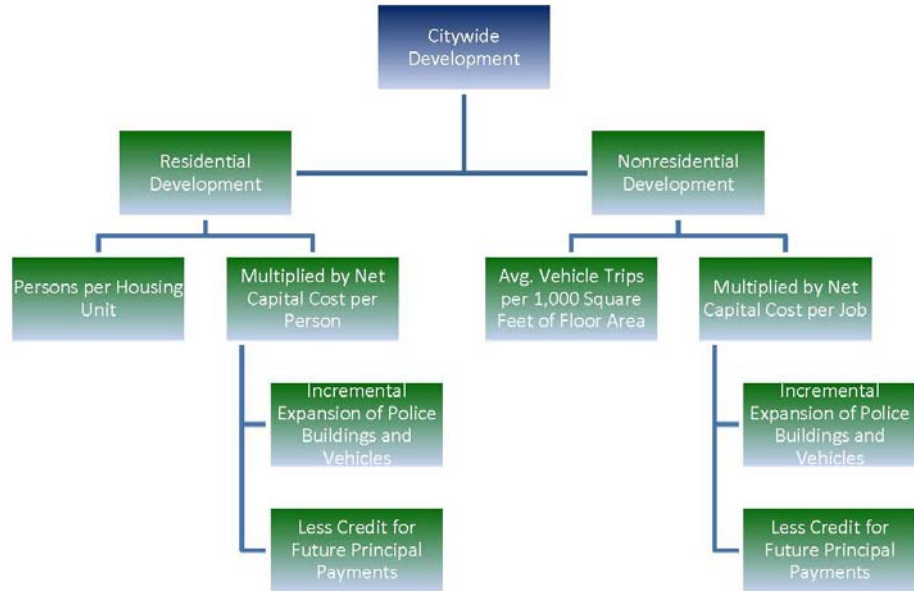
**Current fees have more categories. These calculations use the higher cost per square foot within a similar category to calculate the comparable current fee per 1,000 feet.

Police

METHODOLOGY

The police impact fee for Bentonville utilizes an incremental expansion methodology, with infrastructure costs allocated to both residential and nonresidential development based on an analysis of incident by land use type data for law enforcement services. The methodology for the police impact fee is diagrammed in Figure 20, and includes station space and vehicles. For residential development, police impact fees are a function of population growth. As with the fire impact fee, TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for police facilities and equipment for nonresidential impact fees,

Figure 20. Police Impact Fee Methodology



PROPORTIONATE SHARE ANALYSIS

The demand for police facilities is a function of both residential and nonresidential development. To determine the share allocated to each, TischlerBise completed a functional population calculation using U.S. Census data on inflow and outflow of workers to and from Bentonville, as described above in Figure 15. Based on estimated person hours, the cost allocation for residential development is 72.5% while nonresidential development accounts for 27.5% of the demand for infrastructure. To ensure the impact fees are proportionate to demand, LOS for police facilities are derived using these proportionate share factors.

POLICE BUILDING LEVELS OF SERVICE STANDARDS AND COST FACTORS

Bentonville currently has one major compound of police facilities, including the main Police Department Building, an annex, and the Special Services Building. Figure 21 below indicates each police building and its square footage. TischlerBise, in conjunction with staff, estimates construction cost for these structures at \$250 per square foot, which is reflective of several protective features integrated into their design. The City does not plan to purchase new land for additional structures and will instead build on the existing plot of land upon which these current structures are located. Therefore, the cost of land is not a component of the police impact fee.

Figure 21 indicates residential and nonresidential proportionate share factors, current LOS standards, and cost per demand unit. The current residential LOS is derived by multiplying the total square footage of police stations by the proportionate share of functional population and dividing by the total population (34,685 square feet X 72.5% proportionate share / 42,578 people), resulting in a level of service of 0.59 square feet per person. Similarly, nonresidential LOS is derived by multiplying total square footage by the proportionate share and dividing by total nonresidential vehicle trips (34,685 square feet X 27.5% proportionate share / 78,683 nonresidential vehicle trips), resulting in a LOS of 0.12 sq. ft. per nonresidential vehicle trip.

The cost per demand unit is derived using the development cost per square foot (\$250) and existing LOS discussed above. For residential development, the cost per person is \$147.64 (\$250 per square foot X 0.59 square feet per person). The cost per vehicle trip for nonresidential development is \$30.31 (\$250 per square foot X 0.12 square feet per nonresidential vehicle trip).

Figure 21. Current Level of Service and Cost Factors for Police Buildings

<i>Facility</i>	<i>Square Feet</i>
Police Department	20,685
Annex	6,000
Special Services	8,000
<i>Total</i>	34,685

Replacement Cost per SF*	\$250
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<i>Development Type</i>	<i>Proportionate Share</i>	<i>2015 Demand Units</i>	<i>Sq. Ft. per Demand Unit</i>	<i>Cost per Demand Unit</i>
Residential	72.5%	42,578 Population	0.59	\$147.64
Nonresidential	27.5%	78,683 Nonres. Vehicle Trips	0.12	\$30.31

*Derived from discussions with staff and reflective of special design features

Bentonville currently has 88 vehicles of various sizes and capabilities. Figure 22 below indicates the type of vehicle, the number owned, and the cost of replacement ("unit cost"). The Police Department's fleet is worth nearly \$4.5 million, with an average cost per unit of \$51,000 (rounded).

Figure 22 also indicates residential and nonresidential proportionate share factors, current LOS standards, and cost per demand unit calculations. The current residential LOS is derived by multiplying the total number of vehicles by the proportionate share of functional population and dividing by the total population (88 vehicles X 72.5% proportionate share / 42,578 people), resulting in a LOS of 0.00150 vehicles per person. Similarly, nonresidential LOS is derived by multiplying total vehicles by the proportionate share and dividing by total nonresidential vehicle trips (88 vehicles X 27.5% proportionate share / 78,683 nonresidential vehicle trips), resulting in a LOS of 0.00031 vehicles per nonresidential vehicle trip. The cost per demand unit is derived using the average cost per vehicle (\$51,000) and existing LOS discussed above. For residential development, the cost per person is \$76.42 (0.00150 vehicles per person X \$51,000 per vehicle). The cost per vehicle trip for nonresidential development is \$15.69 (0.00031 vehicles per nonresidential vehicle trip X \$51,000 per vehicle).

Figure 22. Current Level of Service and Cost Factors for Police Vehicles

Fire Apparatus	Items	Unit Cost	Total Cost
Pierce Bomb Truck	1	\$450,000	\$450,000
MIRAP	1	\$250,000	\$250,000
Crime Scene Van	1	\$100,000	\$100,000
SWAT Van	1	\$100,000	\$100,000
Patrol Truck	1	\$80,000	\$80,000
Patrol SUV	46	\$45,000	\$2,070,000
Patrol Car	18	\$45,000	\$810,000
Patrol Truck	4	\$45,000	\$180,000
Humvee	1	\$40,000	\$40,000
Patrol Truck	1	\$30,000	\$30,000
Narcotics Truck	1	\$30,000	\$30,000
Patrol SUV	3	\$30,000	\$90,000
Patrol Car	7	\$30,000	\$210,000
Passenger Van	1	\$30,000	\$30,000
SWAT Truck	1	\$10,000	\$10,000
TOTAL	88		\$4,480,000
Average Cost per Unit			\$51,000

Development Type	Proportionate Share	2015 Demand Units	Apparatus per Demand Unit	Cost per Demand Unit
Residential	72.5%	42,578 Population	0.00150	\$76.42
Nonresidential	27.5%	78,683 Nonresidential Vehicle Trips	0.00031	\$15.69

PROJECTED NEED FOR POLICE BUILDINGS AND VEHICLES

Figure 23 depicts projected demand for police buildings and vehicles over the next seven years. Demand from population and nonresidential growth will require 9,185 square feet of police space for a total cost of approximately \$2.3 million over the next seven years. Additionally, new growth will necessitate the addition of 23 new vehicles during the same period, costing a total of \$1.17 million. Together, growth-related police costs total nearly \$3.5 million.

Figure 23. Police Facility Need Analysis

Police Building Space - Residential		0.59 SF per Person	
Police Building Space - Nonresidential		0.12 SF per Trip	
Police Building Cost		\$250 per Square Foot	
Police Vehicles - Residential		0.00150 Vehicles per Person	
Police Vehicles - Nonresidential		0.00031 Vehicles per Trip	
Police Vehicles Cost		\$51,000 per Vehicle	

Year	Population	Nonres. Veh. Trips	Infrastructure Needed					
			Police SF Residential	Police SF Nonresidential	Total Police SF	Vehicles Residential	Vehicles Nonresidential	Total Vehicles
Base Year 2015	42,578	78,683	25,145	9,540	34,685	63.8	24.2	88.0
Year 1 2016	44,072	82,226	26,028	9,969	35,997	66.0	25.3	91.3
Year 2 2017	45,566	85,768	26,910	10,399	37,309	68.3	26.4	94.7
Year 3 2018	47,061	89,311	27,793	10,828	38,621	70.5	27.5	98.0
Year 4 2019	48,555	92,854	28,675	11,258	39,933	72.8	28.6	101.3
Year 5 2020	50,049	96,396	29,558	11,687	41,245	75.0	29.7	104.6
Year 6 2021	51,544	99,939	30,440	12,117	42,557	77.2	30.7	108.0
Year 7 2022	53,038	103,481	31,323	12,547	43,870	79.5	31.8	111.3
Seven-Year Increase =>	10,460	24,798	6,178	3,007	9,185	15.7	7.6	23.3
Total Growth-Related Cost of Police Facilities =>			\$2,296,250					
Total Growth-Related Cost of Police Vehicles =>			\$1,188,374					
Total Growth-Related Costs =>			\$3,484,624					

DEBT SERVICE CREDIT EVALUATION

In 2009, Bentonville bond financed an expansion of its Special Service building. To avoid potential double payment for law enforcement improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt through sales tax revenue.

As shown in Figure 24, outstanding principal for the Special Services building portion of the City's bond issue is \$257,905. Credit amounts are distributed based on proportionate share for residential and nonresidential uses. To derive the credit amount for residential, annual principal payments are multiplied by the proportionate share (See Figure 15) and divided by the total population. For example, in fiscal year 2017, the principal to be paid of approximately \$25,465 is multiplied by the proportionate share of 72.5% and then divided by the total projected population of 45,566 for a payment of \$0.41 per person. Similarly, the payment for nonresidential growth is derived by multiplying the principal payment by proportionate share and divided by total number of projected nonresidential vehicle trips.

To account for the time value of money, annual payments per person are discounted using a net present value formula based on an average current interest rate of 3.53 percent. The total net present value of future principal payments per person is \$3.09 per person and \$0.63 per nonresidential vehicle trip. This amount is subtracted from the gross capital cost per demand unit for residential and commercial development to derive a net capital cost for police facilities.

Figure 24. Police Principal Payment Credit Evaluation

Year	Principal Payments*	Projected Population	Projected Nonresidential	Principal Payment Credit	
				Per Person	Per Trip
				72.5%	27.5%
FY 2016	\$24,264	44,072	78,683	\$0.40	\$0.08
FY 2017	\$25,465	45,566	82,226	\$0.41	\$0.09
FY 2018	\$26,494	47,061	85,768	\$0.41	\$0.08
FY 2019	\$27,780	48,555	89,311	\$0.41	\$0.09
FY 2020	\$29,152	50,049	92,854	\$0.42	\$0.09
FY 2021	\$30,695	51,544	96,396	\$0.43	\$0.09
FY 2022	\$32,152	53,038	99,939	\$0.44	\$0.09
FY 2023	\$0	54,532	103,481	\$0.00	\$0.00
FY 2024	\$0	56,027	110,567	\$0.00	\$0.00
FY 2025	\$61,904	57,521	114,109	\$0.78	\$0.15
Total	\$257,905	Discount Rate		3.53%	3.53%
		Present Value		\$3.09	\$0.63

*Represents 1.71% of the Sales and Use Tax 2009 issue

POLICE IMPACT FEE CALCULATIONS

Proposed police impact fees are shown in Figure 25. For residential development, police impact fees are based on unit type and persons per housing unit. For example, the proposed police fee for multifamily housing units is \$344 per unit (1.67 persons per housing unit x \$206.20 net cost per person = \$344 (truncated)).

For nonresidential development, the fees are expressed per thousand square feet (KSF) of floor area. Therefore, an office building with 30,000 square feet of floor area would pay a police fee of \$7,004 (30 X \$233 [5.52 vehicle trips x \$42.34 net cost per vehicle trip (truncated)]).

Figure 25. Proposed Police Impact Fees

Residential		Per Person
<i>Level of Service</i>		
Police Building Cost		\$132.88
Police Vehicle Cost		\$76.42
Debt Service Credit		(\$3.09)
Net Cost Per Demand Unit		\$206.20

Residential Impact Fees per Housing Unit

Unit Type	Persons per Housing Unit	Proposed Fee
Single Family	2.65	\$546
Multifamily	1.67	\$344

Nonresidential

<i>Level of Service</i>	Per Vehicle Trip
Police Building Cost	\$27.28
Police Vehicle Cost	\$15.69
Debt Service Credit	(\$0.63)
Net Cost Per Demand Unit	\$42.34

Nonresidential Impact Fees per 1,000 Square Feet of Floor Area

Development Type	Weekday Trip per KSF ¹	Proposed Fee
Commercial	14.52	\$615
Office	5.52	\$233
Industrial	1.91	\$81

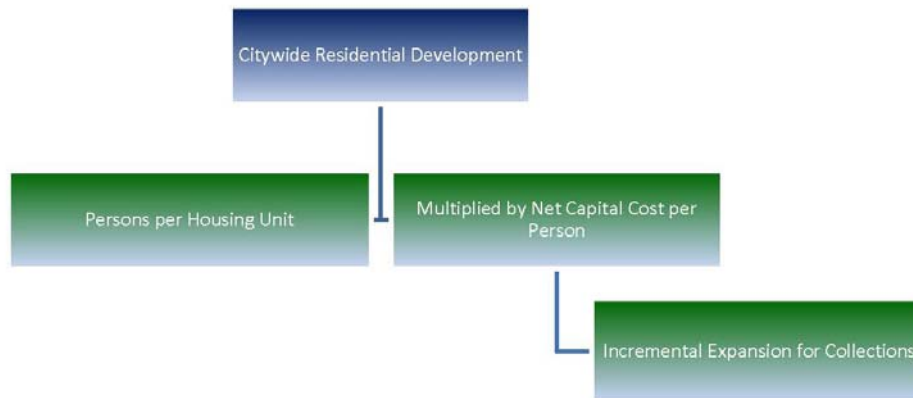
1. Weekday trips per 1,000 square feet multiplied by trip adjustment factors, as discussed in Appendix. For example, weekday vehicle trips for commercial equal 42.70 trips, multiplied by 34 percent adjustment factor for 14.52 trips per 1,000 square feet.

Library

METHODOLOGY

The library impact fee is derived using the incremental expansion methodology. The methodology for the library impact fee is diagrammed in Figure 26. The City may eventually choose to expand their library building, but because these plans are not solidified, this impact fee only takes into account the Library's collections. All cost components are allocated 100 percent to residential development.

Figure 26. Library Impact Fee Methodology



LIBRARY COLLECTIONS LEVELS OF SERVICE STANDARDS AND COST FACTORS

Figure 27 indicates current LOS and cost factors for physical library collections (i.e., permanently owned collections, not including e-books or recurring access subscriptions). According to its 2015 Annual Report, the City of Bentonville Public Libraries currently own 131,070 physical collection items, resulting in a LOS of 3.08 items per person (131,070 items / 42,578 current population). The Annual Report states the total value of the Library's physical collection is \$2,859,012, yielding an average cost per collection item of \$21.81 (\$2,859,012 total value / 131,070 collection items). Therefore, the capital cost per person is \$67.17 (3.08 collections per person X \$21.81 average cost per collection item).

Figure 27. Current Level of Service and Cost Factors for Library Collections

Collections*	131,070
2015 Population	42,578
LOS: Collections per Person	3.08

Total Value of Collections*	\$2,859,012
Avg. Cost per Collection Item	\$21.81
Capital Cost per Person	\$67.17

*From 2015 Annual Report

PROJECTED NEED FOR LIBRARY COLLECTIONS

Figure 28 depicts projected demand for library collections over the next seven years. Demand from population growth will require 32,218 additional collections to maintain the current LOS for a total cost of approximately \$700,000.

Figure 28. Library Collections Needs Analysis

Library Collections per Person	3.08
Cost per Collection Item	\$21.81

		Infrastructure Needed	
Year		Population	Collection Size
Base	2015	42,578	131,139
Year 1	2016	44,072	135,741
Year 2	2017	45,566	140,344
Year 3	2018	47,061	144,946
Year 4	2019	48,555	149,549
Year 5	2020	50,049	154,152
Year 6	2021	51,544	158,754
Year 7	2022	53,038	163,357
Seven-Year Increase =>		10,460	32,218

Total Growth-Related Cost of Library Collections	\$702,675
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LIBRARY IMPACT FEE CALCULATIONS

As mentioned above, the net capital cost for library collections is \$67.17 for each resident added to Bentonville. Impact fees per unit are derived by multiplying persons per housing unit by the total capital cost per person (Figure 29). For example, the impact fee for a multifamily unit is \$112 (2.65 persons per housing unit X \$67.17 infrastructure cost per person = \$112 (truncated)).

Figure 29. Library Impact Fees

<i>Unit Type</i>	<i>Persons per Housing Unit</i>	<i>Proposed Fee</i>
Single Family	2.65	\$178
Multifamily	1.67	\$112

Appendix A – Demographic Data

As part of our Work Scope, TischlerBise prepared documentation on demographic data and development projections that will be used in the Impact Fee Study. The demographic data estimates for September 1, 2015, will be used in the study calculations. The development projections are used solely for the purpose of having an understanding of the possible future pace of service demands, impact fee revenues, and capital expenditures. The data herein are for City of Bentonville Parks, Library, Police, Fire, Water, and Wastewater impact fees.

Calculations throughout are based on analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

POPULATION AND HOUSING CHARACTERISTICS

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate-share fee amounts. When persons per housing unit are used in the fee calculations, infrastructure standards are derived using year-round population. When persons per household are used in the fee calculations, the impact fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that impact fees for residential development in the City of Bentonville be imposed according to the number of year-round residents per housing unit.

As shown in the bottom portion of Figure A1, in 2013, dwellings with a single unit per structure (detached and attached) averaged 2.65 persons per unit. Dwellings in structures with multiple units averaged 1.67 year-round residents per unit. Mobile homes averaged 1.95 persons per unit.

Figure A1. City of Bentonville Persons per Housing Unit

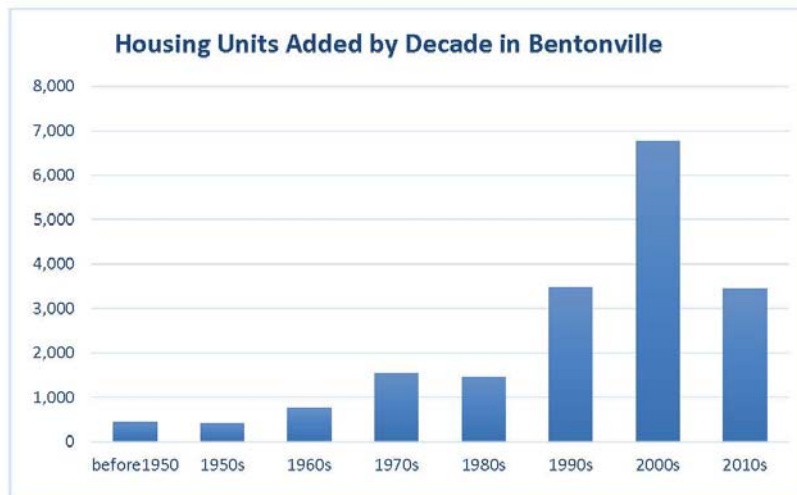
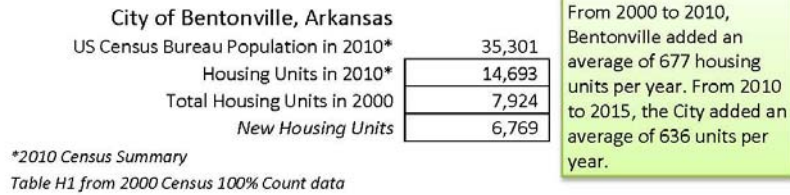
Units in Structure	Renter & Owner		Persons per Household	Housing Units	Persons Per Hsg Unit	Vacancy Rate
	Persons	Households				
Single Family	28,490	10,121	2.81	10,734	2.65	5.7%
Mobile Homes	294	151	1.95	151	1.95	0.0%
2+ Units	7,683	3,694	2.08	4,589	1.67	19.5%
Total	36,467	13,966	2.61	15,474		
Vacant/Seasonal HU				1,508		
2013 Summary by Type of Housing	Persons	Households	Persons per Household	Housing Units	Persons Per Hsg Unit	Housing Mix
Single Family	28,490	10,121	2.81	10,734	2.65	69%
Mobile Homes	294	151	1.95	151	1.95	1%
Multifamily	7,683	3,694	2.08	4,589	1.67	30%
Subtotal	36,467	13,966	2.61	15,474	2.36	Vacancy Rate
Group Quarters	664					
TOTAL	37,131	13,966		15,474		9.7%

Source: 2009-2013 American Community Survey 5-year Estimates, U.S. Census Bureau

RECENT RESIDENTIAL CONSTRUCTION

From 2000 to 2010, Bentonville increased by an average of 677 housing units per year. The chart at the bottom of Figure A2 indicates the estimated number of housing units added by decade in Bentonville. Housing units constructed per decade steadily increased from the 1980s to the 2000s. From 2010 to 2015 Bentonville added an average of 801 housing units per year (Figure A2).

Figure A2. Housing Units by Decade



Source for 1990s and earlier is Table B25034, American Community Survey, 2010.

Source for 2000s is U.S. Census Bureau

Source for 2010s is Department of Community Development permitting data

Current Estimate of Housing Units

There were 14,693 housing units in Bentonville on April 1, 2010. Using building permit information for residential development from April 1, 2011 to August 31, 2015, TischlerBise estimates the number of housing units for September 1, 2015 is 18,036.

Figure A3. September 1, 2015, Estimate of Housing Units in the Bentonville, Arkansas

	Building Permits Issued [2]							Estimated September 2015 Units [3]
	April 2010 Units [1]	2010 (April 1-Dec 31)	2011 (Jan 1-Dec 31)	2012 (Jan 1-Dec 31)	2013 (Jan 1-Dec 31)	2014 (Jan 1-Dec 31)	2015 (Jan 1-August 31)	
Single Family	10,285	194	345	490	509	449	354	12,626
Multifamily	4,357	14	26	152	50	638	224	5,461
Totals	14,693	207	371	642	559	1,087	578	18,086

[1] 2010 Census housing unit count and 2009-2013 ACS 5-year Estimates housing mix

[2] City of Bentonville Planning Department

[3] US 2010 Census units plus permitted units added.

Current Estimate of Population

TischlerBise estimates the City's current population at 42,578. This estimate is based on the number and type of residential permits issued for new construction since April 1, 2010 and persons per housing unit by type of housing unit. Detail is provided below in Figure A4.

Figure A4. September 1, 2015 Estimate of Population in the City of Bentonville

	Estimated July 2015 Units [1]	Persons Per Hsg Unit[2]	Estimated September 2015 Population
Single Family	12,626	2.65	33,458
Multifamily	5,461	1.67	9,120
Totals	18,086		42,578

[1] See Figure A3

[2] 2009-2013 American Community Survey 5-Year Estimates, U.S. Census Bureau.

HOUSING UNIT AND POPULATION PROJECTIONS

According to the City's 2007 Comprehensive Plan, the City is expected to grow to a population of 65,247 by 2030, an increase of 22,669 people. Using this projected growth, the City's current average persons per housing unit, and the current housing mix, TischlerBise estimated housing unit development over the next 15 years. By 2030, we estimate Bentonville will add an additional 9,512 housing units for a total of 27,598 units. Seventy percent of these units will be single family home, the historic and recent housing mix for the City (Figure A5). A more detailed breakdown over time is provided in Figure A6.

Figure A5. City of Bentonville Housing and Population Projections

	2015		2030		Proj. Inc. 2015-2030		2030 Total Housing Housing Units
	2015	2030	2015	2030	2015-2030		
Bentonville Population [1]	42,578	65,247			22,669		
			Average PPHU		2.36		
			New Units		9,606		
Single Family							
% Future Units					69%		
PPHU							
# of Units	12,626	2,65			6,663.29		19,289
Future Population					17,658		70%
Multifamily							
% Future Units					30%		
PPHU							
# of Units	5,461	1.67			2,849		8,310
Future Population					4,757		30%
Housing Unit Projections					9,512		
Net increase in Housing Units							
Grand Total City of Bentonville Housing Units	18,086						27,598

[1] Planning Works General Plan from 2007 City of Bentonville Comprehensive Plan

Figure A6. City of Bentonville Annual Residential Development Projections

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2030
Cumulative	Base Yr	1	2	3	4	5	6	7	8	9	10	15
Housing Unit Projections	PPHU											
Single Family Units	2.65	12,626	13,070	13,514	13,958	14,402	14,847	15,291	15,735	16,179	16,624	19,289
Multifamily Units	1.67	5,461	5,651	5,841	6,031	6,221	6,410	6,600	6,790	6,980	7,170	8,310
Total Housing Units		18,086	18,721	19,355	19,989	20,623	21,257	21,891	22,525	23,160	23,794	27,598
Annual Net Increase in Housing Units		634	634	634	634	634	634	634	634	634	634	634
Population Projections												
Population	42,578	44,072	45,566	47,061	48,555	50,049	51,544	53,038	54,532	56,027	57,521	64,993
Annual Net Increase in Population		1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494

NONRESIDENTIAL DEVELOPMENT ESTIMATES AND PROJECTIONS

In addition to data on residential development, the calculation of impact fees requires data on nonresidential development. TischlerBise uses the term “jobs” to refer to employment by place of work. To convert jobs to floor area of nonresidential development, TischlerBise uses average square feet per employee multipliers, shown in Figure A7. The employee to building area ratios are derived using national data published by the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI). In the impact fee study, vehicle trips per demand unit (i.e., one thousand square feet of floor area, beds, students, or rooms) will be used to differentiate fees by type of nonresidential development. In the table below, gray shading indicates three nonresidential development prototypes used by TischlerBise to calculate vehicle trips and potential impact fee revenue. The prototype for retail and/or general restaurant jobs is an average-size shopping center. The prototype for industrial jobs is manufacturing. For all other office uses/services, the prototype is an average sized general office building.

Figure A7. Employee and Building Area Ratios

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit*	Wkdy Trip Ends Per Employee*	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	6.97	3.02	2.31	433
130	Industrial Park	1,000 Sq Ft	6.83	3.34	2.04	489
140	Manufacturing	1,000 Sq Ft	3.82	2.13	1.79	558
150	Warehousing	1,000 Sq Ft	3.56	3.89	0.92	1,093
254	Assisted Living	bed	2.66	3.93	0.68	na
320	Motel	room	5.63	12.81	0.44	na
520	Elementary School	1,000 Sq Ft	15.43	15.71	0.98	1,018
530	High School	1,000 Sq Ft	12.89	19.74	0.65	1,531
540	Community College	student	1.23	15.55	0.08	na
550	University/College	student	1.71	8.96	0.19	na
565	Day Care	student	4.38	26.73	0.16	na
610	Hospital	1,000 Sq Ft	13.22	4.50	2.94	340
620	Nursing Home	1,000 Sq Ft	7.60	3.26	2.33	429
710	General Office (avg size)	1,000 Sq Ft	11.03	3.32	3.32	301
760	Research & Dev Center	1,000 Sq Ft	8.11	2.77	2.93	342
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	42.70	na	2.00	500

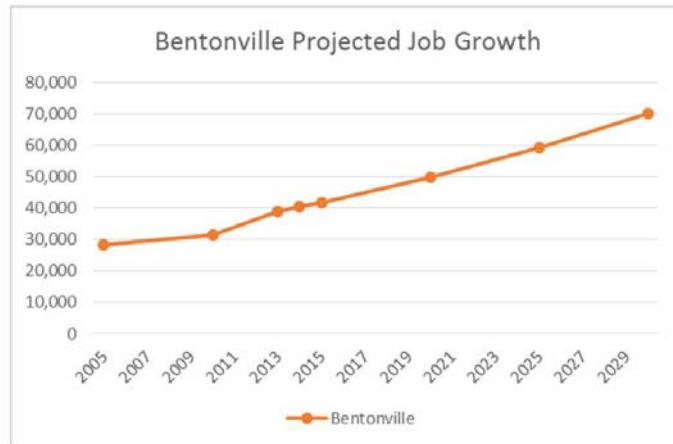
* *Trip Generation*, Institute of Transportation Engineers, 9th Edition (2012).

City of Bentonville job projections are shown in Figure A8. Employment numbers from 2005, 2010, and 2013 are from the U.S. Census Bureau’s On the Map application. Job projection figures for 2014 through 2030 are derived using a 3.5% annual growth rate, the accepted rate among local stakeholders as described in the 2007 City of Bentonville Comprehensive Plan. TischlerBise believes this methodology adjusts for the economic slowdown at the end of the last decade while projecting growth into the future using typical growth rates in the local Bentonville economy.

Figure A8. City of Bentonville Job Projections

	2005	2010	2013	2014	2015	2020	2025	2030
Bentonville	28,370	31,448	39,111	40,480	41,897	49,760	59,099	70,192

Sources: 2005, 2010, and 2013 from U.S. Census Bureau's On the Map application; 2014 through 2030 derived using 3.5% annual growth rate from 2007 City of Bentonville Comprehensive Plan

**Estimated Nonresidential Floor Area**

To determine current employment and nonresidential floor area in the City, TischlerBise obtained the number of jobs in the City of Bentonville in 2013 from OnTheMap, the U.S. Census Bureau's web application. To estimate number of jobs in 2015, TischlerBise applied a 3.5% annual growth rate to the 2013 figure. To convert employment to nonresidential square footage, the average square feet per employee factors from Figure A7 are used. Current (2015) estimates of employment and nonresidential square footage are shown below in Figure A9.

Figure A9. City of Bentonville Estimated Nonresidential Floor Area

	2013		2015	Sq Ft per	Floor
	All Jobs [1]	%	Jobs [2]	Job [3]	Area
Industrial/Warehousing	4,997	12%	5,185	558	2,893,056
Retail, Accommodation & Food Services	5,114	13%	5,306	500	2,653,041
All Other Services	30,269	75%	31,406	200	6,281,182
TOTAL	40,380	100%	41,897		11,827,279

[1] Source: U.S. Census Bureau, OnTheMap web application, 2013 all jobs.

[2] Estimated based on 3.5% annual growth rate

Employment and Nonresidential Floor Area Projections

Based on projected total number of jobs described above, annual projections of employment growth can be derived. It is assumed that the distribution of new jobs will maintain the same distribution by type of employment as detailed in Figure A9. Nonresidential square footage is derived by multiplying the projected employment by the applicable square footage per employee. Results are shown in Figure A10.

Figure A10. City of Bentonville Annual Nonresidential Development Projections

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2030
Cumulative	<i>Base Yr</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>15</i>
Job Projections												
Total Jobs	41,897	43,783	45,669	47,556	49,442	51,328	53,215	55,101	56,987	58,874	60,760	70,192
	%											
Industrial	12%	5,185	5,418	5,652	5,885	6,118	6,352	6,585	6,819	7,052	7,286	8,686
Retail	13%	5,306	5,545	5,784	6,023	6,262	6,501	6,739	6,978	7,217	7,456	8,890
Office	75%	31,406	32,820	34,234	35,648	37,062	38,476	39,890	41,304	42,718	44,132	52,616
Annual Net Increase in Jobs		1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886
Nonresidential Square Footage (1,000 SF)												
	SF/Emp											
Industrial	558	2,893	3,023	3,154	3,284	3,414	3,544	3,675	3,805	3,935	4,065	4,847
Retail	500	2,653	2,772	2,892	3,011	3,131	3,250	3,370	3,489	3,609	3,728	4,445
Office	200	6,281	6,564	6,847	7,130	7,412	7,695	7,978	8,261	8,544	8,826	10,523
Total Nonres Sq. Ft.		11,827	12,360	12,892	13,425	13,957	14,490	15,022	15,555	16,087	16,620	19,815
Annual Net Increase in 1,000 SF		533	533	533	533	533	533	533	533	533	533	533

DETAILED DEVELOPMENT PROJECTIONS

Demographic data shown in Figure A11 provides key inputs for updating development fees in the City of Bentonville. Cumulative data are shown at the top and projected annual increases by type of development are shown at the bottom of the table. As discussed earlier, TischlerBise recommends the use of persons per housing unit to derive impact fees. Therefore, vacancy rates and number of households are not essential to the demographic analysis.

Figure A11. Annual Demographic Data

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2030	15-Year
<i>Cumulative</i>	<i>Base Yr</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>15</i>	<i>Net Increase</i>
Population	42,578	44,072	45,566	47,061	48,555	50,049	51,544	53,038	54,532	56,027	57,521	64,993	22,415
Jobs	41,897	43,783	45,669	47,556	49,442	51,328	53,215	55,101	56,987	58,874	60,760	70,192	28,295
<i>Housing Units</i>	<i>18,086</i>	<i>18,721</i>	<i>19,355</i>	<i>19,989</i>	<i>20,623</i>	<i>21,257</i>	<i>21,891</i>	<i>22,525</i>	<i>23,160</i>	<i>23,794</i>	<i>24,428</i>	<i>27,598</i>	<i>9,512</i>
Single Family Units	12,626	13,070	13,514	13,958	14,402	14,847	15,291	15,735	16,179	16,624	17,068	19,289	6,663
Multifamily Units	5,461	5,651	5,841	6,031	6,221	6,410	6,600	6,790	6,980	7,170	7,360	8,310	2,849
Jobs to Housing Ratio	2.32	2.34	2.36	2.38	2.40	2.41	2.43	2.45	2.46	2.47	2.49	2.54	
<i>Nonres Sq Ft in thousands (KSF)</i>													
Industrial	2,893	3,023	3,154	3,284	3,414	3,544	3,675	3,805	3,935	4,065	4,196	4,847	
Retail/ Restaurant	2,653	2,772	2,892	3,011	3,131	3,250	3,370	3,489	3,609	3,728	3,848	4,445	
Office/ Institutional	6,281	6,564	6,847	7,130	7,412	7,695	7,978	8,261	8,544	8,826	9,109	10,523	
Total	11,827	12,360	12,892	13,425	13,957	14,490	15,022	15,555	16,087	16,620	17,152	19,815	
Avg Sq Ft Per Job	282	282	282	282	282	282	282	282	282	282	282	282	
Nonres. Veh. Trips	78,683	82,226	85,768	89,311	92,854	96,396	99,939	103,481	107,024	110,567	114,109	131,822	
<i>2015-2030</i>													
<i>Annual Increase</i>	<i>15-16</i>	<i>16-17</i>	<i>17-18</i>	<i>18-19</i>	<i>19-20</i>	<i>20-21</i>	<i>21-22</i>	<i>22-23</i>	<i>23-24</i>	<i>24-25</i>	<i>25-30</i>	<i>Avg Anl</i>	
Population	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	1,494	
Jobs	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	1,886	
Housing Units	634	634	634	634	634	634	634	634	634	634	634	634	
Industrial (1,000 SF)	130	130	130	130	130	130	130	130	130	130	130	130	
Retail/ Restaurant (1,000 SF)	119	119	119	119	119	119	119	119	119	119	119	119	
Office/ Institutional (1,000 SF)	283	283	283	283	283	283	283	283	283	283	283	283	
	533	533	533	533	533	533	533	533	533	533	533	533	462



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to suspend Sewer Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE SUSPENDING SEWER IMPACT/CAPACITY FEES IN THE CITY OF BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and

WHEREAS, the City of Bentonville adopted Sewer Impact/Capacity Fees on January 8, 2002 pursuant to Ordinance No. 2002-13; and,

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Sewer Impact/Capacity Fees; and,

WHEREAS, the Schedule of Impact/Capacity Fees was amended on May 23, 2006 pursuant to Ordinance No. 2006-82 and again on April 14, 2009 pursuant to Ordinance No. 2009-35; and,

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends suspending Sewer Impact/Capacity Fees and revisiting their calculation at the conclusion of the next rate study and capital planning cycle.

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

Section 1: That Exhibit A: Schedule of Sewer Impact/Capacity Fees to the Sewer Impact/Capacity Fee Ordinance (Ordinance No. 2002-13 as amended by Ordinance No. 2006-82 and Ordinance No. 2009-35) should be and the same is hereby suspended.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016 should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance 2002-13 pertaining to the refund, use and general administration of the fees already assessed shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to suspend Water Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

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.

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PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE SUSPENDING WATER IMPACT/CAPACITY FEES IN THE CITY OF BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and,

WHEREAS, the City of Bentonville adopted Water Impact/Capacity Fees on January 8, 2002 pursuant to Ordinance No. 2002-14; and,

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Water Impact/Capacity Fees; and,

WHEREAS, the Schedule of Water Impact/Capacity Fees was amended on July 25, 2006 pursuant to Ordinance No. 2006-115 and again on April 14, 2009 pursuant to Ordinance No. 2009-34; and,

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends suspending Water Impact/Capacity Fees and revisiting their calculation at the conclusion of the next rate study and capital planning cycle.

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

Section 1: That Exhibit A: Schedule of Water Impact/Capacity Fees to the Water Impact/Capacity Fee Ordinance (Ordinance No. 2002-14 as amended by Ordinance Nor. 32006-115 and Ordinance No. 2009-34) should be and the same is hereby suspended.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016 should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance No. 2002-14 pertaining to the refund, use and general administration of the fees already assessed shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016.

PASSED and APPROVED this ____ day of ____, 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to amend Fire/EMS Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

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.

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PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE AMENDING FIRE/EMS IMPACT FEES IN THE CITY OF BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and

WHEREAS, the City of Bentonville adopted Fire/EMS Impact Fees on January 8, 2002 pursuant to Ordinance No. 2002-15; and,

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Fire/EMS Impact Fees; and,

WHEREAS, Exhibit A to said Ordinance was amended on July 25, 2006 pursuant to Ordinance No. 2006-114 and again on April 14, 2009 pursuant to Ordinance No. 2009-33;

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends an adjustment of the justifiable Fire/EMS impact fees as contained in the current Impact Fee Study.

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

Section 1: That Exhibit A: Schedule of Fire/EMS Impact Fees to the Bentonville Fire/EMS Impact Fee Ordinance (Ordinance No. 2002-15, as amended by Ordinance No. 2006-114 and Ordinance No. 2009-33) should be and is hereby repealed and replaced with the updated Schedule of Fire/EMS Impact Fees attached hereto as Exhibit A and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016, should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance 2002-15 as amended pertaining to assessment, collection, refund, use and general administration of the fees shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016 for new non-exempt Impact Generating Land Development as defined by Ordinance 2002-15.

PASSED and APPROVED this _____ day of _____, 2016.

ATTEST:

APPROVED:

Bob McCaslin, Mayor

CITY CLERK

EXHIBIT A

**SCHEDULE OF FIRE/EMS IMPACT FEES
IN THE
CITY OF BENTONVILLE, ARKANSAS**

Type	Fee
RESIDENTIAL (per unit)	
Single-Family	\$318
Multifamily	\$200
NONRESIDENTIAL	
Commercial	\$357
Office	\$135
Industrial	\$47

As set forth in the Impact Fee Analysis Report dated June 22, 2016.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to amend Parks Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

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



ORDINANCE NO. _____

AN ORDINANCE AMENDING PARKS IMPACT FEES IN THE CITY OF BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and

WHEREAS, the City of Bentonville adopted Park Impact Fees pursuant to Ordinance No. 2006-117, enacted on July 25, 2006; and

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Parks Impact Fees; and

WHEREAS, Exhibit A to said Ordinance was amended on April 14, 2009 pursuant to Ordinance No. 2009-32; and

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends an adjustment of the justifiable parks impact fees as contained in the current Impact Fee Study.

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

Section 1: That Exhibit A: Schedule of Parks Impact Fees to the Bentonville Park Impact Fee Ordinance (Ordinance No. 2006-117 as amended by Ordinance No. 2009-32) should be and is hereby repealed and replaced with the updated Schedule of Parks Impact Fees attached hereto as Exhibit A and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016, should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance 2006-117 pertaining to assessment, collection, refund, use and general administration of the fees shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016 for new non-exempt Impact Generating Land Development as defined by Ordinance No. 2006-117.

PASSED and APPROVED this ____ day of ____, 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

CITY CLERK

EXHIBIT A

**SCHEDULE OF PARKS IMPACT FEES
IN THE
CITY OF BENTONVILLE, ARKANSAS**

Type	Fee
RESIDENTIAL (per unit)	
Single-Family	\$3,256
Multifamily	\$2,051

As set forth in the Impact Fee Analysis Report dated June 22, 2016.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to reinstate Library Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

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



ORDINANCE NO. _____

**AN ORDINANCE REINSTATING LIBRARY IMPACT FEES IN THE CITY OF
BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.**

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and,

WHEREAS, the City of Bentonville adopted Library Impact Fees pursuant to Ordinance 2006-116, enacted on July 25, 2006; and,

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Library Impact Fees; and,

WHEREAS, the Schedule of Library Impact Fees was repealed pursuant to Ordinance No. 2009-37 enacted on April 14, 2009; and,

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends a reinstatement of justifiable library impact fees as contained in the current Impact Fee Study.

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

Section 1: That Exhibit A: Schedule of Library Impact Fees to the Bentonville Library Impact Fee Ordinance (Ordinance No. 2006-117) should be and is hereby reinstated and replaced with the updated Schedule of Library Impact Fees attached hereto as Exhibit A and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016, should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance 2006-116 pertaining to assessment, collection, refund, use and general administration of the fees shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016 for new non-exempt Impact Generating Land Development as defined by Ordinance 2006-116.

PASSED and APPROVED this ____ day of ____, 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

CITY CLERK

EXHIBIT A

**SCHEDULE OF LIBRARY IMPACT FEES
IN THE
CITY OF BENTONVILLE, ARKANSAS**

Type	Fee
RESIDENTIAL (per unit)	
Single-Family	\$178
Multifamily	\$112

As set forth in the Impact Fee Analysis Report dated June 22, 2016.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting City Council approval of an ordinance to reinstate Police Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE REINSTATING POLICE IMPACT FEES IN THE CITY OF
BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.**

WHEREAS, Arkansas law, including Arkansas Code Annotated Section 14-56-103, authorizes municipalities to impose impact fees; and,

WHEREAS, the City of Bentonville adopted Police Impact Fees pursuant to Ordinance No. 2006-118, enacted on July 25, 2006; and,

WHEREAS, Exhibit A to said Ordinance set forth a Schedule of Police Impact Fees; and,

WHEREAS, the Schedule of Police Impact Fees was repealed pursuant to Ordinance No. 2009-36 enacted on April 14, 2009; and,

WHEREAS, the newly completed Impact Fee Study, completed by TischlerBise dated June 22, 2016, which is incorporated herein by reference, recommends a reinstatement of justifiable police impact fees as contained in the current Impact Fee Study.

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

Section 1: That Exhibit A: Schedule of Police Impact Fees to the Bentonville Police Impact Fee Ordinance (Ordinance No. 2006-118) should be and is hereby reinstated and replaced with the updated Schedule of Police Impact Fees attached hereto as Exhibit A and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That the Impact Fee Study, completed by TischlerBise dated June 22, 2016, should be and the same is hereby incorporated into this ordinance by reference as though it were copied herein fully.

Section 3: That the remaining provisions of Ordinance 2006-118 pertaining to assessment, collection, refund, use and general administration of the fees shall remain in full force and effect.

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 beginning with building permits issued on or after August 1, 2016 for new non-exempt Impact Generating Land Development as defined by Ordinance 2006-118.

PASSED and APPROVED this ____ day of ____, 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

CITY CLERK

EXHIBIT A

**SCHEDULE OF POLICE IMPACT FEES
IN THE
CITY OF BENTONVILLE, ARKANSAS**

Type	Fee
RESIDENTIAL	
Single-Family	\$546
Multifamily	\$344
NONRESIDENTIAL	
Commercial	\$615
Office	\$233
Industrial	\$81

As set forth in the Impact Fee Analysis Report dated June 22, 2016.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Approval of four pieces of artwork to be installed in four tunnels along the Bentonville trail system.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



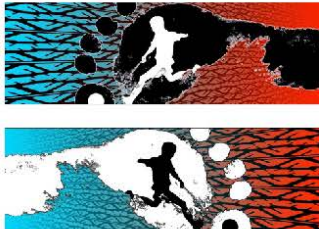
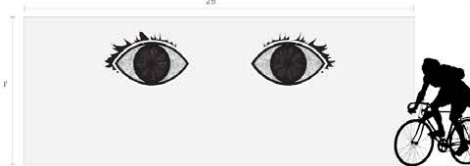
MEMO



To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Planning Services Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: July 12, 2016
Re: Tunnel Vision Project

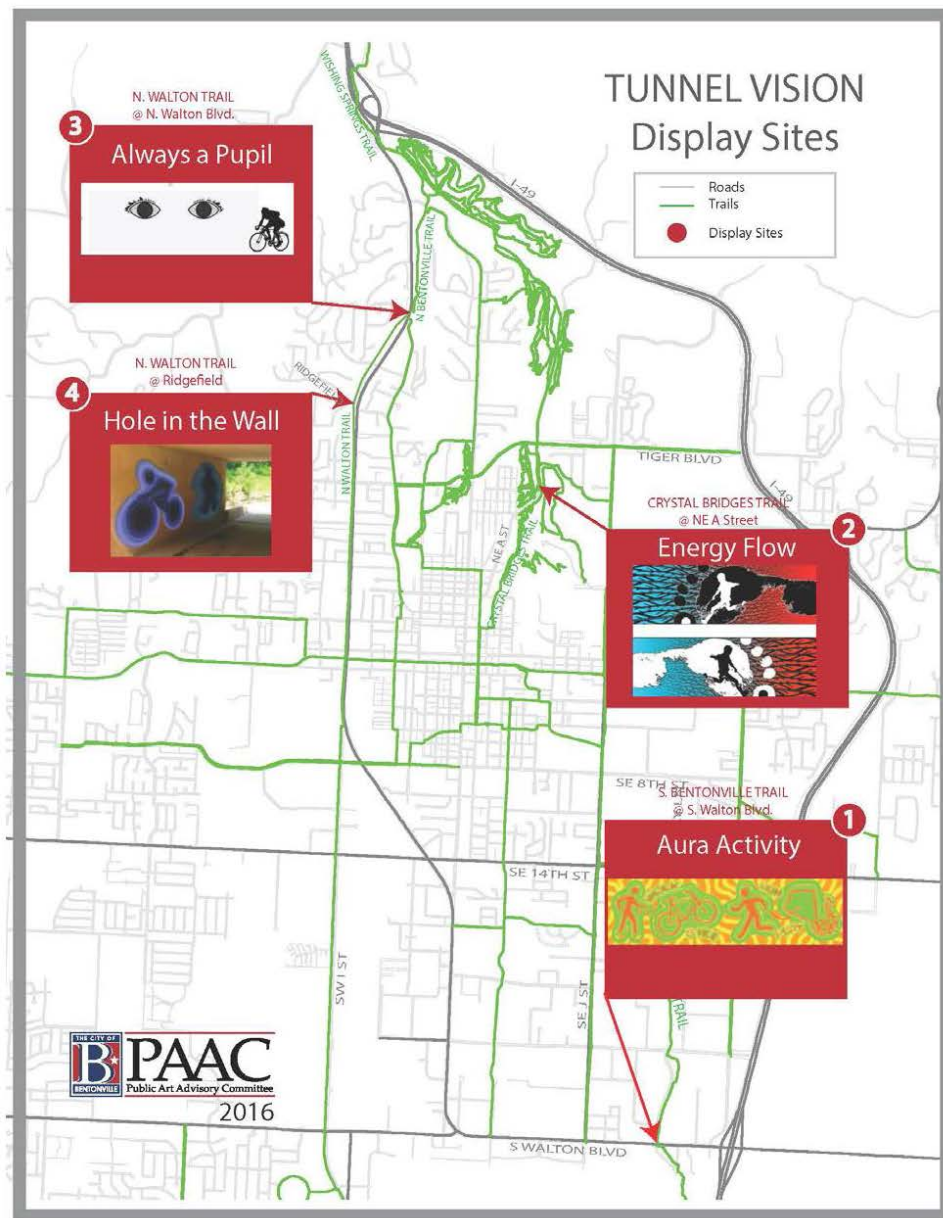
The Bentonville Public Art Advisory Committee (PAAC) is seeking approval from City Council to install four pieces of artwork on four tunnels in the Bentonville trail system.

Project Description. In April, the committee issued a Call for Proposals for "Tunnel Vision" to install artwork inside the tunnels along the Bentonville trail system. The project is being funded by Visit Bentonville up to \$2,000 per tunnel. Twelve proposals were submitted on June 1, 2016. The committee selected the following four pieces on June 21, 2016:

Hole in the Wall <i>Joann Lacey & Eric Williams</i>  A photograph of a tunnel interior. On the left wall, there are two large, blue, abstract, organic shapes. A window at the end of the tunnel looks out onto a green, wooded area.	Energy Flow Adam Campbell  Two horizontal panels of artwork. The top panel shows a white figure running through a landscape with blue and red wavy patterns. The bottom panel shows a white figure running through a landscape with blue and red wavy patterns, with a large white wave in the foreground.
Always a Pupil Amanda Wilshire  A photograph of a white wall with two large, black, stylized eyes. To the right of the eyes is a small black silhouette of a person riding a bicycle.	Aura Activity <i>Joann Lacey & Eric Williams</i>  A photograph of a wall with a colorful, abstract pattern of green, yellow, and orange. The pattern includes stylized figures of a person running, a person on a bicycle, and a person sitting.

Required Approvals Received. All other required approvals have been received:

- Bentonville Parks and Recreation Advisory Board on Wednesday, June 28, 2016.
- Bentonville A&P Commission (Visit Bentonville) on Thursday, June 29, 2016.
- Crystal Bridges Museum of American Art on June 29, 2016.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 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 Crafton, Tull & Associates, Inc. for the Tributary 2 Drainage Project, including the revision of the plans, bidding services, construction observation and additional services related to the project by the City, FEMA, and Corps of Engineers, in a lump sum amount not to exceed \$168,672.00. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request: NTE \$168,672

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	750,000
Funds Expended to Date		-
Remaining Budget		750,000
Budget Adjustment		-
Remaining After Adjustment	\$	750,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

Date: June 29, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Amendment #2-Crafton Tull Engineers – Tributary 2 Drainage Project

As you recall, last year we had a bid opening for the Main Street/Trib 2 project, we only had one bidder and it was 25% over estimate, so we did not award the bid. Included in that project was the Trib 2 Drainage Improvements Project that went from SE C to just west of SW 12th. The Main Street/Trib 2 project in its entirety is currently on hold until what time it is felt we can get more interest and a better bid on the project. In light of all of that, it has been determined that the current condition of the Trib 2 crossing on SW 12th Street warrants going ahead and replacing that structure due to existing deficiencies. Our plan is to utilize funds that were budgeted in 2015 for potential work on the Tributary 2 West project, but in light of ongoing drainage studies in that reach of the channel, we have delayed any expenditures on that project, so our plan is to utilize part of those budgeted funds to go ahead and do the structure replacement as well as channel improvements from 100 feet west of SW A Street to the west of SW 12th where it connects to the existing paved channel behind Bentonville Butcher and Deli. This amendment to Crafton Tulls contract will include revisions to the original Trib 2 plans to break it out into a separate project, bid administration, construction administration and other services related to the project.

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: November 10, 2005
- b. OWNER: City of Bentonville
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: Tributary 2 to Little Osage Creek Drainage Improvements

2. Nature of Amendment

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 1, 2016.

OWNER:

CITY OF BENTONVILLE, AR

ENGINEER:

CRAFTON, TULL & ASSOCIATES, INC.

By: Bob McCaslin

Title: Mayor

Date Signed: _____

By: Bill Burnett, P.E.

Title: Vice President

Date Signed: 06/06/16

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

1. Revise the current construction plans to create a "Phase 1" project beginning at the end of the existing concrete channel approximately 275 feet east of Walton Boulevard, running eastward including a new precast bridge structure at SW 12th Street, and ending at a point approximately 100 feet west of SW "A" Street, along with bidding, construction observation, construction administration, and additional services related to project changes by the City, FEMA, and the U.S. Army Corps of Engineers. The remainder of the overall drainage improvement project extending further eastward to SE "C" Street is not included and will be constructed under a future phase.

Modifications to Payment to ENGINEER:

- A. The OWNER shall pay ENGINEER for the Additional Services above using the procedures set forth in Paragraph 2.01 of the Agreement, as follows:
 1. A Lump Sum amount of \$168,672. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.
 2. Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee and are estimated to be \$2,000.



Crafton Tull
architecture | engineering | surveying

Exhibit "B"

Standard Hourly Rate Schedule
Effective June 4, 2016

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 170
SR. ENGINEERING MANAGER	\$ 150
ENGINEERING MANAGER	\$ 135
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 105
ENGINEER INTERN II	\$ 90
ENGINEER INTERN I	\$ 80
SR. ENGINEERING DESIGNER	\$ 115
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 170
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 65
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 120
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 140
SR. PLANNER	\$ 120
PLANNER	\$ 90
PLANNER INTERN	\$ 55

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 55
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 170
SR. PROFESSIONAL SURVEYOR	\$ 125
PROFESSIONAL SURVEYOR	\$ 95
SURVEY COORDINATOR	\$ 75
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 70
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
Job Related Mileage.....	\$0.54/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: November 10, 2005
- b. OWNER: City of Bentonville
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: Tributary 2 to Little Osage Creek Drainage Improvements

2. Nature of Amendment

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 1, 2016.

OWNER:

CITY OF BENTONVILLE, AR

By: _____
Bob McCaslin

Title: Mayor

Date Signed: _____

ENGINEER:

CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Bill Burnett, P.E.

Title: Vice President

Date Signed: 06/06/16

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

1. Revise the current construction plans to create a "Phase 1" project beginning at the end of the existing concrete channel approximately 275 feet east of Walton Boulevard, running eastward including a new precast bridge structure at SW 12th Street, and ending at a point approximately 100 feet west of SW "A" Street, along with bidding, construction observation, construction administration, and additional services related to project changes by the City, FEMA, and the U.S. Army Corps of Engineers. The remainder of the overall drainage improvement project extending further eastward to SE "C" Street is not included and will be constructed under a future phase.

Modifications to Payment to ENGINEER:

- A. The OWNER shall pay ENGINEER for the Additional Services above using the procedures set forth in Paragraph 2.01 of the Agreement, as follows:
 1. A Lump Sum amount of \$168,672. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.
 2. Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee and are estimated to be \$2,000.



Exhibit "B"
Standard Hourly Rate Schedule
 Effective June 4, 2016

Category	Hourly Rate	Category	Hourly Rate
CIVIL ENGINEERING		INSPECTION	
ENGINEERING PRINCIPAL	\$ 170	SR. INSPECTOR	\$ 95
SR. ENGINEERING MANAGER	\$ 150	INSPECTOR II	\$ 85
ENGINEERING MANAGER	\$ 135	INSPECTOR I	\$ 55
SR. PROJECT ENGINEER	\$ 115	SURVEYING	
PROJECT ENGINEER	\$ 105	PROFESSIONAL SURVEYOR PRINCIPAL	\$ 170
ENGINEER INTERN II	\$ 90	SR. PROFESSIONAL SURVEYOR	\$ 125
ENGINEER INTERN I	\$ 80	PROFESSIONAL SURVEYOR	\$ 95
SR. ENGINEERING DESIGNER	\$ 115	SURVEY COORDINATOR	\$ 75
ENGINEERING DESIGNER III	\$ 95	SURVEYOR INTERN	\$ 75
ENGINEERING DESIGNER II	\$ 85	SURVEY PARTY CHIEF	\$ 70
ENGINEERING DESIGNER I	\$ 75	SURVEY TECHNICIAN III	\$ 55
ENGINEERING CAD TECHNICIAN III	\$ 70	SURVEY TECHNICIAN II	\$ 40
ENGINEERING CAD TECHNICIAN II	\$ 55	SURVEY TECHNICIAN I	\$ 30
ENGINEERING CAD TECHNICIAN I	\$ 45	GEOGRAPHIC INFORMATION SYSTEMS	
ADMINISTRATIVE		GIS MANAGER	\$ 95
ADMINISTRATIVE PRINCIPAL	\$ 170	GIS ANALYST	\$ 85
ADMINISTRATIVE MANAGER	\$ 120	GIS TECHNICIAN II	\$ 55
ADMINISTRATIVE IV	\$ 80	GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE III	\$ 65	REIMBURSABLE EXPENSES	
ADMINISTRATIVE II	\$ 45	GPS Equipment.....	\$35/Hour
ADMINISTRATIVE I	\$ 35	Robotic Survey Equipment.....	\$20/Hour
LANDSCAPE ARCHITECTURE		LiDAR Scanning Equipment	\$35/Hour
SR. LANDSCAPE ARCHITECT	\$ 120	Job Related Mileage.....	\$0.54/Mile
PROJECT LANDSCAPE ARCHITECT	\$ 90	Per Diem for Out of Town Crews.....	Per GSA Allowable
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80	Airfare and other travel related expenses.....	At Cost
LANDSCAPE ARCHITECT INTERN	\$ 55	Black and white 8.5"x11" Copies	\$0.15/sheet
PLANNING		Color 8.5"x11" Copies	\$1.50/sheet
PLANNING MANAGER	\$ 140	Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
SR. PLANNER	\$ 120	Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
PLANNER	\$ 90	Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
PLANNER INTERN	\$ 55	All rates are subject to change without notice.	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE EXISTING CONTRACT WITH CRAFTON, TULL AND ASSOCIATES FOR ADDITIONAL SERVICES RELATED TO THE TRIBUTARY 2 DRAINAGE 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 contract with Crafton, Tull and Associates to provide for additional services associated with the Tributary 2 Drainage Project in an additional amount of \$168,672.00 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:

July 12, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Morrison-Shipleigh Engineers, Inc. for design services, bidding administration, and construction observation services for the Town Vu Bridge Replacement project in the amount of \$125,400. See attached memo, agreement and supporting documents.

COST TO CITY:

Cost of this Request: \$125,400

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ Bond Fund
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



MEMORANDUM

Date: July 5, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Contract w/ Morrison-Shipleigh Engineers for Services Associated with
Town Vu Bridge Replacement

This contract for the Town Vu Bridge Replacement Project will include 404 Permit preparation, geotechnical investigation, design services, survey, bidding administration, staking, and construction observation for this project. The existing Town Vu bridge is a one lane structure that was identified in the original bond program for replacement. Recent AHTD bridge inspection reports indicate the structural integrity of the existing bridge is declining and in need of replacement. This project will include a new two -lane structure as well as roadway widening to provide for a two lane facility all the way through the length of the project to connect to the existing two lanes on either side of the existing bridge.



June 21, 2016

Mr. Mike Churchwell
City of Bentonville
305 SW "A" Street
Bentonville, Arkansas 72712

**RE: *Replacement of the Town Vu Road Bridge
At McKisic Creek
Bentonville, Arkansas***

Dear Mike,

At your request, Morrison-Shipley Engineers, Inc. (MSE) is submitting herein our proposal to the City of Bentonville to provide engineering and related services for the design of a new bridge on Town Vu Road. The configuration and scope of the project is based on the attached preliminary design exhibit and cost opinion, which are based on construction of a precast concrete box culvert.

PROPOSED SCOPE:

Summary descriptions of the individual tasks to be performed by MSE are as follows:

1. **FEMA Studies and Permits.** MSE will obtain the effective hydraulic model for the subject reach of McKisic Creek, replicate the existing conditions model and compile a revised model to show the effect of the proposed culvert. MSE will prepare all reports, exhibits and permit applications, submit them to FEMA for review and pursue approval. The ultimate goal will be to obtain and Conditional Letter of Map Revision (CLOMR) prior to construction and a Letter of Map Revision (LOMR) post

Morrison-Shipley Engineers

www.morrisonshipley.com

construction. MSE will pay all fees related to the permit applications (estimated at \$14,500) and pass them on via our monthly invoices with no markup.

2. Section 404 Permit. MSE will retain a qualified consultant to prepare, submit and pursue approval of a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers. The scope of this item is based on the assumption that the channelization of McKisic Creek can be limited to less than 300 feet. If this proves not to be the case, additional permitting effort may be required and the scope and fee will be modified as necessary.
3. Geotechnical Investigation. MSE will retain the services of a geotechnical engineering firm to conduct a subsurface investigation of the soils at the project site and to provide recommendations regarding the engineering properties of the soils as they relate to the proposed culvert.
4. Design and Bidding. MSE will prepare construction plans and specifications for the project and submit to relevant agencies for regulatory review. Once all approvals and permits are obtained, MSE will advertise for and conduct a bid letting on the City's behalf and provide a recommendation of award to the lowest qualified bidder. The design scope does not include construction traffic control plans since it was assumed that Town Vu Road may be closed to through traffic for the duration of construction.
5. Easement and Right-of-Way Surveys. MSE will conduct land surveys of the project area to determine the location of existing easements and rights-of-way relative to the proposed improvements. If acquisitions of additional easements and/or rights-of-way are necessary, MSE will prepare the surveys, exhibits and descriptions for the takings to be incorporated by others into legal documents. It is our understanding that the actual negotiations with property owners will be done by the City.
6. Construction Phase Services. During construction, MSE will provide periodic construction observation to monitor the progress of the work, act as the City's agent to the Contractor, and provide interpretations of the contract documents, plans and specifications. MSE will also administer the construction contract, prepare periodic payment applications, and change orders for City approval. Upon completion, MSE will initiate the project closeout and prepare record drawings.
7. Easement and Construction Staking. During the easement acquisition process, MSE will stake the limits of the easements. During construction, easements will be restaked, and MSE will also provide customary construction staking for the

Mr. Mike Churchwell
June 21, 2016
Page 3 of 4

contractor including clearing limits, rough grading, box culverts, wingwalls, slopes and road subgrade, base and curbs. The scope of Engineer's construction staking will be defined in the contract documents, and the contractor will be responsible for restaking if necessary.

8. Reimbursable Expenses. Direct expenses that MSE incurs on the City's behalf during the design and construction process will be passed along for reimbursement via our monthly invoices with no markup. Reimbursable expenses include, but are not limited to advertisements, review fees, Arkansas One-Call locate fees, filing fees, printing and express shipping costs.
9. Additional Work. Work that is necessary or requested that falls outside the above described scope items shall be considered additional work. Unless otherwise negotiated, additional work shall be approved in advance and billed hourly according to the attached Schedule of Hourly Billing Rates.
10. Exclusions. The following items are specifically excluded from the scope of this Proposal:
 - Environmental assessments
 - Easement and/or right-of-way negotiation.
 - Construction materials testing
 - Oversight and/or administration of the SWPPP
 - Construction traffic control plans

PROPOSED FEES:

The fees associated with the divisions of work described in the Scope are listed below. The lump sum items are fixed fee and will be billed based on the percentage of total work completed. Items with estimated hourly budgets will be billed based on the actual number of hours expended and the attached billing rates; the actual cost of work under these items may be more or less than the budgeted amounts.

Mr. Mike Churchwell
June 21, 2016
Page 4 of 4

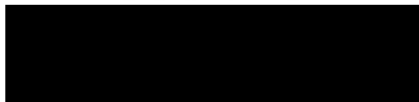
1.	FEMA Studies and Permits (Includes \$14,500 review fees)	\$ 30,000 Lump Sum
2.	Section 404 Permit*	\$ 6,000 Est. Budget
3.	Geotechnical Investigation*	\$ 4,000 Lump Sum
4.	Design and Bidding	\$ 39,800 Lump Sum
5.	Easement and Right-of-Way Surveys	\$ 15,000 Est. Hourly Budget
6.	Construction Phase Services	\$ 20,600 Est. Hourly Budget
7.	Easement and Construction Staking	\$ 8,000 Est. Hourly Budget
8.	Reimbursable Expenses	\$ 2,000 Est. Budget
		=====
	TOTAL (Fixed Fees plus Estimated Budgets)	\$ 125,400

* Services to be provided through a subconsultant.

Thank you again for the opportunity to work with you on this project! If the terms of this Proposal are acceptable to you, this letter will be attached as an exhibit to our standard professional services agreement and copies will be presented to you for execution.

If you have any questions or if you require additional information, please let me know.

Respectfully Submitted,
Morrison-Shipley Engineers, Inc.



Neal T. Morrison, PE

Attachment: Schedule of Hourly Billing Rates

PRELIMINARY OPINION OF PROJECT COSTS
Replacement of Town Vu Road Bridge at McKisic Creek
City of Bentonville, Arkansas
June 21, 2016

Item	Quantity	Units	Unit Cost	Total Cost
FRONT END COSTS				
Mobilization	1	Lump Sum	\$ 20,000	\$ 20,000
Traffic Control	1	Lump Sum	\$ 10,000	\$ 10,000
Stormwater Pollution Prevention	1	Lump Sum	\$ 20,000	\$ 20,000
Utility Relocation	1	Lump Sum	\$ 50,000	\$ 50,000
Subtotal - Front End Costs:				\$ 100,000

ROAD RECONSTRUCTION COSTS (Approximately 260 Linear Feet)				
Concrete Curb and Gutter	522	Lin. Ft.	\$ 20	\$ 10,440
Asphalt Concrete	258	Tons	\$ 100	\$ 25,800
Crushed Stone Base Course	250	Cu. Yd.	\$ 40	\$ 10,000
Select Fill	854	Cu. Yd.	\$ 20	\$ 17,080
Concrete Sidewalk	314	Sq. Yd.	\$ 40	\$ 12,560
Sodding and Landscaping	1,200	Sq. Yd.	\$ 6	\$ 7,200
Striping and Signage	1	Lump Sum	\$ 5,000	\$ 5,000
Guardrail	200	Lin. Ft.	\$ 30	\$ 6,000
Contingency				\$ 9,500
Subtotal - Road Reconstruction Costs:				\$ 103,580

CULVERT COSTS				
Clearing	1	Lump Sum	\$ 10,000	\$ 10,000
Demolition of Existing Bridge	1	Lump Sum	\$ 10,000	\$ 10,000
Excavation	477	Cu. Yd.	\$ 25	\$ 11,925
Flowable Fill	340	Sq. Ft.	\$ 120	\$ 40,800
Headwalls and Wingwalls	30	Cu. Yd.	\$ 800	\$ 24,000
8' x 12' Precast Conc. Box Culvert	180	Lin. Ft.	\$ 925	\$ 166,500
Rip Rap w/ Filter Fabric	480	Sq. Yd.	\$ 40	\$ 19,200
Contingency (10%)				\$ 27,300
Subtotal - Bridge Costs:				\$ 309,725

TOTAL CONSTRUCTION COSTS: \$ 513,305

NON CONSTRUCTION COSTS				
FEMA Study and CLOMR/LOMR (Includes \$14,500 review fees)				\$ 30,000
Nationwide Section 404 Permit				\$ 6,000
Geotechnical Investigation				\$ 4,000
Design and Bidding				\$ 39,800
Easement Surveys and Document Preparation				\$ 15,000
Construction Phase Services				\$ 20,600
Easement and Construction Staking				\$ 8,000
Quality Control Testing				\$ 6,000
Miscellaneous Reimbursable Expenses				\$ 2,000
TOTAL NON CONSTRUCTION COSTS:				\$ 131,400

TOTAL PROJECT COSTS: \$ 644,705

Prepared by:
Morrison-Shipley Engineers, Inc.
www.morrisonshipley.com





SCHEDULE OF HOURLY BILLING RATES
(Effective January 1, 2016)

Principal	\$ 170.00/Hour
Senior Project Manager	\$ 140.00/Hour
Project Manager	\$ 125.00/Hour
Project Engineer (P.E.)	\$ 105.00/Hour
Project Engineer (E.I.)	\$ 95.00/Hour
Engineering Technician	\$ 75.00/Hour
 CAD Manager	 \$ 85.00/Hour
CAD Designer	\$ 80.00/Hour
CAD Technician	\$ 65.00/Hour
 Construction Observer	 \$ 78.00/Hour
 Professional Surveyor (P.S.)	 \$ 100.00/Hour
Surveyor Intern (S.I.)	\$ 70.00/Hour
Survey Party Chief	\$ 75.00/Hour
Survey Rodman	\$ 60.00/Hour
Survey Field Crew (1-person)	\$ 125.00/Hour
Survey Field Crew (2-person)	\$ 150.00/Hour
Survey Field Crew (3-person)	\$ 185.00/Hour
 3D Laser Project Manager	 \$ 100.00/Hour
3D Laser Scanning Field Crew	\$ 185.00/Hour
Ground Penetrating Radar Field Crew (1-person)	\$ 185.00/Hour
 Administrative Assistant	 \$ 45.00/Hour
 Mileage & Per Diem	 IRS-allowed rates
 Reimbursable Expenses	 At Cost

Schedule of Hourly Billing Rates
Effective January 1, 2016
Page 2 of 2

Printing

Plan Binders		\$4.00 Each	
<u>Black & White Copies</u>			
8.5x11:	\$0.12 Each	18x24:	\$1.00 Each
8.5x14:	\$0.18 Each	22x34:	\$1.75 Each
11x17:	\$0.25 Each	24x36:	\$2.00 Each
Custom XL:	\$0.30/SF	30x42:	\$3.00 Each
<u>Color Copies</u>			
8.5x11:	\$0.60 Each	11x17:	\$2.00 Each
8.5x14:	\$0.80 Each	Custom XL:	\$1.30/SF

Terms and Conditions:

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

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

This Agreement effective as of _____, 2016 ("Effective Date") between:

City of Bentonville, Arkansas ("Client") and

Morrison-Shipley Engineers, Inc. ("Engineer").

Engineer agrees to provide the Services described below to Client for:

Replacement of Town Vu Road Bridge at McKisic Creek ("Project").

Description of Engineer's Services:

As described in attached Engineer's Proposal dated June 21, 2016.

Client and Engineer further agree as follows:

1.01 BASIC AGREEMENT

- A. This Agreement shall be in force until terminated in accordance with Paragraph 4.01.
- B. Engineer shall provide, or cause to be provided, the Services set forth in this Agreement, and Client shall pay for such Services as set forth in Paragraph 9.01.

2.01 PAYMENT

- A. Client agrees to pay Engineer the fees set forth in Paragraph 9.01.
- B. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to the Client.

- C. Payment terms shall be Net 30 days from the invoice date. If Client fails to make any payment due Engineer for services and expenses within 60 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven (7) days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payment will be credited first to interest and then to principal.
- D. Services noted in the Proposal that will be performed by the Engineer on an hourly basis shall be billed in accordance with the attached Schedule of Hourly Billing Rates.

3.01 ADDITIONAL SERVICES

- A. If authorized by Client, or if required because of changes in the Project, the Engineer shall furnish services in addition to those set forth herein.
- B. Client shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class as noted in the attached Schedule of Hourly Billing Rates plus reimbursable expenses, and Engineer's subconsultants' charges, if any. Reimbursable expenses and fees paid to subconsultants will be charged at Engineer's cost.

4.01 TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven (7) days written notice if Engineer believes that Engineer is being requested by Client to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reason beyond Engineer's control.
 - 3) Engineer shall have no liability to Client on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Client, effective upon the receipt of notice by Engineer.
- B. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 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

Project 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.

5.01 CONTROLLING LAW

- A. This Agreement is to be governed by the laws of the State of Arkansas.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES

- A. Client and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) 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.

7.01 GENERAL CONSIDERATIONS

- 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 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. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. Engineer shall not at any time supervise, direct, or have control over any 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 any contractor, for safety precautions and programs incidental to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- D. Engineer shall not be responsible for the facts of omissions of any contractor, subcontractor, or supplies, or any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.
- E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Engineer.
- G. 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.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous

Environmental Condition, 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: (i) retains appropriate specialist consultants or contractor to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that that Site is in full compliance with applicable Laws and Regulations.

8.01 OTHER TERMS & CONDITIONS

- A. **INDEMNIFICATION:** Without waiving immunity pursuant to the law, Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Engineer's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of Engineer's subconsultants or anyone for whom Engineer is legally liable, and arising from the project that is the subject matter of this agreement.

Without waiving immunity pursuant to the law, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of the Client's contractors, subcontractors, or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Engineer is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

- B. **INSURANCE:** During the term of this agreement, Engineer agrees to provide the insurance coverages noted on the attached Insurance Certificates. If additional coverage is required over and above the noted coverages, the Client shall reimburse the Engineer 110% of the premium(s) charged for the additional coverage required over and above the noted coverage. In addition, Engineer agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project and for a period of three (3) years following substantial completion, if such coverage is reasonably available

at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall be defined as the availability of professional liability insurance allowing more than 50% of the design professionals practicing in the State of Arkansas in this discipline being able to obtain such coverage.

All insurance coverages shall be subject to all of the terms, exclusions, and conditions of the Engineer's policies. Certificates of Insurance shall be provided to the Client, upon the Client's request, after execution of this Agreement and prior to the commencement of services by Engineer.

- C. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Engineer's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Engineer. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Engineer.
- D. **DELIVERY OF ELECTRONIC FILES:** Any use or reuse of original or altered computer files by the Client or others without written verification by Engineer for purposes other than for the specific purpose intended will be at Client's risk and full legal responsibility. Furthermore, Client will, to the fullest extent permitted by law, indemnify and hold Engineer harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by Client will entitle Engineer to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform used by the Engineer. Engineer makes no warranty as to the compatibility of these files for versions of the software other than for those stated. Engineer is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without Engineer's knowledge, the Client agrees that Engineer will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. Engineer stands by the accuracy of sealed drawings that are on file at the office of the Engineer. The electronic files are submitted to the Client for a 30-day Acceptance Period. During this period, the Client may review and examine these files and any errors, relative to the intended use of the files, detected during this time will be corrected by Engineer as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

- E. **CONFIDENTIALITY:** The Engineer agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees, subconsultants, and the general contractor or subcontractors, if appropriate, any data or information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for the Engineer to defend itself from any legal action or claim.
- F. **PERMITS AND APPROVALS:** The Engineer shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Engineer's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory

agencies having jurisdiction over the construction documents, and other services normally provided by the Engineer.

Unless specifically engaged to do so, Engineer's assistance shall not include special studies, special research, attendance at more than one (1) meeting with public authorities, special testing, or special documentation not normally required for this type of project. The Engineer will provide such special services as Additional Services when so authorized in writing by the Client.

The Client shall provide Engineer full payment (on an instrument payable to requesting agency) for any permit or review fees prior to Engineer's submittal of documents requiring permit(s) or review(s).

- G. **OPINIONS OF PROBABLE PROJECT COSTS:** In providing opinions of probable construction cost, the Client understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's opinion of probable construction cost.

- H. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities, or costs, including reasonable attorneys' fees and cost of defense, arising from such changes.

- I. **DESIGN WITHOUT CONSTRUCTION OBSERVATION:** Unless specifically noted in Engineer's Proposal letter, it is understood and agreed that the Engineer's services do NOT include Construction Observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and the Client waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other changes made to the Contract Documents to reflect changed field or other conditions.

- J. **JOBSITE SAFETY:** Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

K. **REJECTION OF WORK:** The Engineer shall have the authority to recommend to the Client rejection of any Work that is not, in the professional judgment of the Engineer, in conformance with the Construction Documents or work plans. Neither this authority nor the Engineer's good-faith judgment to reject or not reject any Work shall subject the Engineer to any liability or cause of action to the Contractor, subcontractors or any other suppliers or persons performing work on this project.

L. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. The Client also 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's signing any such certification.

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

The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

N. **ATTORNEY'S FEES:** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

- O. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed according to the Engineer's prevailing fee schedule and expense policies.
- P. **PRECEDENCE:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Engineer's services.
- Q. **SEVERABILITY:** If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- R. **SURVIVAL:** These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

9.01 PAYMENT

- A. Using the procedures set forth in Paragraph 2.01, Client shall pay Engineer the fees listed below plus reimbursable expenses. The lump sum items are fixed fee and will be billed based on the percentage of total work completed. Items with estimated hourly budgets will be billed based on the actual number of hours expended and the attached billing rates; the actual cost of work under these items may be more or less than the budgeted amounts.

FEMA Studies and Permits (Includes \$14,500 review fees)	\$ 30,000 Lump Sum
Section 404 Permit*	\$ 6,000 Est. Budget
Geotechnical Investigation*	\$ 4,000 Lump Sum
Design and Bidding	\$ 39,800 Lump Sum
Easement and Right-of-Way Surveys	\$ 15,000 Est. Hourly Budget

Construction Phase Services	\$ 20,600 Est. Hourly Budget
Easement and Construction Staking	\$ 8,000 Est. Hourly Budget
Reimbursable Expenses	\$ 2,000 Est. Budget
	=====
TOTAL (Fixed Fees plus Estimated Budgets)	\$ 125,400

* Services to be provided through a subconsultant.

10.01 TOTAL AGREEMENT

- A. This Agreement, consisting of Pages 1 to 14 inclusive together with any expressly incorporated Appendix, 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.

Appendices: Engineer's Proposal dated June 21, 2016
 Schedule of Hourly Billing Rates (Effective January 1, 2016)
 Insurance Certificates

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

CLIENT: **City of Bentonville, Arkansas**

By: _____

Title: Mayor

Date Signed: _____

Address for giving notices:

117 West Central Avenue
Bentonville, AR 72712
Phone (479) 271-3112
bmccaslin@bentonvillear.com

ENGINEER: **Morrison-Shipley Engineers, Inc.**

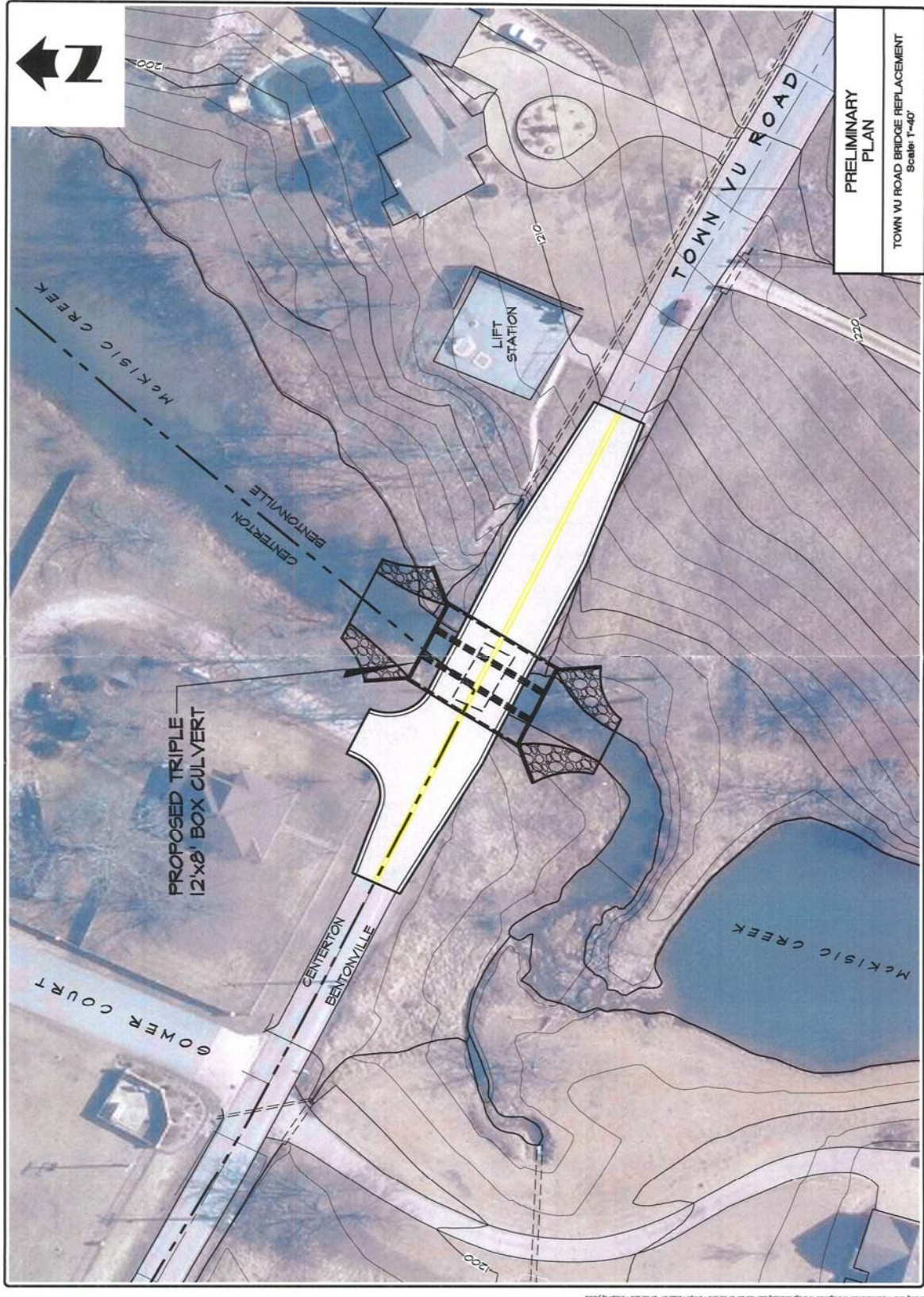
By: _____

Title: CEO

Date Signed: June 21, 2016

Address for giving notices:

5704 Euper Lane, Suite 200
Fort Smith, Arkansas 72903
Phone: (479) 452-1933
neal@morrisonshipley.com



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON-SHIPLEY CONSULTING ENGINEERS FOR
PROFESSIONAL SERVICES RELATED TO THE TOWN
VU BRIDGE REPLACEMENT 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 Agreement with Morrison-Shipley Consulting Engineers for professional services related to the Town Vu Bridge Replacement Project, 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 #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with Fisher & Arnold to prepare a preliminary site assessment for a new Substation "J" in the amount of \$25,000.00.

COST TO CITY:

Cost of this Request: \$25,000

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



MEMORANDUM

DATE: July 5, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Agreement with Fisher & Arnold – "J" Sub Site Assessment

The Electric Department recommends entering into an agreement with Fisher & Arnold in order to perform a site assessment for "J" Sub in the amount of \$25,000.

As the WMT David Glass Technology Center continues to expand, their power requirements will also continue to increase. In order to provide for their power needs, and to provide the desired back-up capabilities, Bentonville intends to build a new substation and relocate any non-WMT load from "H" Sub. This reduces WMT's current exposure and gives a back-up from a second substation.

This Site Assessment is looking at the 2 ac on the east side of Phyllis just south of the Value Place Hotel. Fisher & Arnold will need to ensure the site is large enough to accommodate the proposed substation. They will need to coordinate with AEP concerning the transmission line needed to feed the substation. They will need to coordinate with AHTD due to the expansion of the on/off ramps. They will need to analyze the ease of tying the new electric feeders into the existing feeders from "H" Sub. All of this will be supplied to Bentonville so that the land purchase/construction can proceed.

If the conclusion comes back that this 2 ac does not work, the back-up site is located on the west side of Phyllis just south of Fed Ex, and this site assessment would make that recommendation. For the construction of the new substation, WMT and Bentonville will enter into an agreement to split the cost of design/construction. This agreement will come before Council at a later date.



FISHER ARNOLD

ENGINEERING • DESIGN • CONSTRUCTION

June 30, 2016

Honorable Mayor Bob McCaslin
C/O Bentonville Electric Utility Department
608 S.E. 3rd Street
Bentonville, AR 72712

**RE: ENGINEERING SERVICES TO PROVIDE PRELIMINARY LAYOUTS FOR THE
PROPOSED 161/12.47kV SUBSTATION "J" FOR THE CITY OF BENTONVILLE
ELECTRIC UTILITY DEPARTMENT (BEUD); TRACT "J"**

Dear Mayor McCaslin:

Fisher & Arnold (F&A) is pleased to submit this proposal to develop preliminary plans for the layout of the proposed Substation "J" per our meeting on June 22, 2016 at BEUD headquarters and your email of June 23, 2016.

Information provided by BEUD

1. Lot Split of Tract "F" Henry C. Browne Addition, Phyllis Street:
 - a. Survey by CEI Engineering Associates, Inc., that defines the property under consideration by BEUD for the possible location of Substation "J." CEI Drawing "Lot Split Phyllis Street," dated 07-23-2014, Revision 2, Sheet 1 of 1.
 - b. General Arrangement Plan sketch by BEUD for Substation "J" on this tract
2. Property on the West Side of Phyllis Street:
 - a. BEUD Drawing "Preliminary Site 4-13-15."
 - b. General Arrangement Plan sketch by BEUD for Substation "J" on this tract.

We believe the work-scope requested to be as follows:

1. Preliminary Substation "J" Layout:
 - a. Design preliminary General Arrangement Plans for Substation "J" based upon review of information provided by BEUD listed above. These designs shall include considerations for access, site drainage and impact to neighboring properties.
 - i. Design based on conceptual supplied by BEUD.
 - ii. Alternate design based on west side distribution exits.
 - iii. Design for substation located on the property on the west side of Phyllis Street
 - b. Review preliminary General Arrangement Plan(s) with BEUD for comments.

901.748.1811

www.fisherarnold.com

Honorable Mayor Bob McCaslin
June 30, 2016
Page 2

2. Propose conceptual duct bank and overhead distribution circuit designs and/or locations based on these substation layouts.
3. American Electric Power:
 - a. Coordinate with American Electric Power (AEP) concerning transmission line facilities and interface between transmission facilities and Substation "J."
 - b. Determine AEP's preferences and design requirements for transmission line modifications and/or additions.
 - c. Determine AEP's preferences and design requirements for the transmission line interface with Substation "J."
4. Arkansas Highway and Transportation Department (AHTD):
 - a. Coordinate with AHTD concerning any Right-Of-Way or Easement issues associated with transmission line(s) and/or distribution circuits at Substation "J."
5. City of Bentonville
 - a. Co-ordinate any "City" planning or other requirements into the design of the substation and/or transmission line extension.
6. Stakeholder (City of Bentonville, BEUD, AEP, and AHTD) Coordination:
 - a. Coordinate input from the Stakeholders during the preliminary design process.
 - b. Plan and schedule conference calls and/or meetings as necessary to support the preliminary design process and stakeholder input.

For the above engineering services we propose a cost plus fee with the following estimated amounts. These estimates contain no contingencies or other engineering services due to, but not limited to, change in scope. If we expect to exceed any of the amounts shown below we will call to discuss why we see these issues and seek guidance on how to proceed. Note: The estimates below include up to three (3) site visits / meetings in Bentonville to facilitate this process.

Preliminary General Arrangement Plan(s) and Conceptual Design	\$13,000
Coordinate and Define AEP Requirements	\$ 5,000
Coordinate and Define AHTD Requirements	\$ 5,000
Coordinate and Define City of Bentonville Requirements	\$ 2,000
Total Expected Cost	<u>\$25,000</u>

F&A agrees that BEUD reserves the right to select all offered engineering services or exclude any line item at their discretion.

We will bill you monthly until completion of the project. Expenses such as travel, meals, and lodging are not included in the above estimates and will be billed at actual cost plus 15%. Payment is due within 30 days of receipt of invoice. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date. Fees for engineering services may be subject to a 3% increase after July 1, 2017.

Honorable Mayor Bob McCaslin
June 30, 2016
Page 3

The obligation to provide further services under the Agreement may be terminated by either party upon 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. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination.

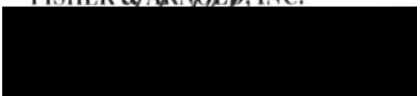
The fees shown in this proposal are based on the Owner agreeing to limit the Design Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Design Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the Design Professional's total fee for services rendered on the project.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of the Letter Agreement in the space provided and return it to us.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

FISHER & ARNOLD, INC.


Stanley Moore, P.E.
Vice President


Aubrey Clemens, P. E.
Electric Department Head
(Reviewed by)

SM/mkg

O:\MARKETING\PROPOSAL\PLANNING\STAN\McCaslin 06-30-16.docx

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: _____
Honorable Bob McCaslin, Mayor
City of Bentonville

Date: _____



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
FISHER AND ARNOLD FOR A SITE ASSESSMENT
RELATED TO AN ELECTRIC SUBSTATION.**

**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 Fisher & Arnold for a site assessment related to a new electric substation 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 #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 12, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Approval of a Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Ace's Hangar, LLC for a hangar at 2410 SW Aviation, Bentonville Municipal Airport.

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



BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 12th day of July, 2016, between the City of Bentonville, hereinafter referred to as "Lessor," and Ace's Hangar, LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 6400 square feet marked and identified as 2410 SW Aviation.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at _____ as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's term is for forty five (45) years beginning on the 12th day of July, 2016, and ending at Midnight, 12th day of July, 2051 unless sooner terminated as herein provided.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$.20 per square foot. Leased ground space totals 6400 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.
- **ASSIGNMENTS & SUB-LEASES**
This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by

Lessor.. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Mayor of Bentonville pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the Mayor may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time the City of Bentonville will have the following options: 1) Take ownership of the improvements. The Lessee shall cooperate in conveying clear title of the improvements to the City. 2) If the property has fallen into disrepair, require that the Lessee, at its sole expense, remove the improvements from Airport property. Or 3) enter into a new lease with the Lessee at the fair market value for the ground and improvements.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR:

CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest: _____
CITY CLERK Linda Spence

LESSEE:

Owner/Company Name

Signature: _____
Printed Name: _____
Title: _____

BENTONVILLE AIRPORT ADVISORY BOARD

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of _____, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

Notary Public

My Commission Expires: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A LAND LEASE AGREEMENT
WITH ACE'S HANGAR, LLC FOR A HANGAR SITE
LOCATED AT THE BENTONVILLE MUNICIPAL
AIRPORT.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter
into a Land Lease Agreement with Craig Gourley of Ace's Hangar, LLC for a hangar
located at 2410 SW Aviation, Bentonville Municipal Airport

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 _____, 2014.

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:

July 12, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Approval of a Resolution to endorse and adopt the Master Plan Update for the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters
CC:
Date: July 5, 2016
Re: Endorsement and Adoption of the Master Plan Update

Staff is requesting approval of a resolution authorizing the Mayor and City Council to endorse and adopt the Master Plan Update for the Bentonville Municipal Airport. The current Master Plan for the Bentonville Municipal Airport was prepared in 2003. Although the overall development goals have not changed much, the layout, especially the west side, has changed significantly. Before development proceeds, a new master plan needs to be completed. This project was funded with a 90% FAA AIP Grant. The FAA requires Council to approval.

The Airport Advisory Board unanimously gave their support of the adoption of the Master Plan Update.

Thank you for your consideration of this request.

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENDOSE AND ADOPT THE MASTER PLAN UPDATE FOR THE
BENTONVILLE MUNICIPAL AIRPORT.**

WHEREAS, the Airport Master Plan Update provides guidance for future aviation infrastructure development for the Airport facility; and

WHEREAS, the City Council approved professional services to prepare the Master Plan Update on August 12th, 2014; and

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the Master Plan Update for the Bentonville Municipal Airport.

Section 2: That the City Council of the City of Bentonville hereby adopts the 2016 Airport Master Plan, as shown as Exhibit "A", attached hereto and made a part hereof.

Section 3: This resolution shall be in full force and effect from and after the date of passage.

PASSED and APPROVED this _____ day of _____, 2016

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 12, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 12, 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: June 28, 2016**

AGENDA

1. Planning:

1a. **Cross-Mar Investments: Lot Split, Lots 18 & 19 of Medlin Meadows Subdivision, 2200 Southeast 28th Street, Zoned C-2, General Commercial.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 2200 Southeast 28th Street that resides in the C-2, General Commercial zoning district. The plat as provided by the applicant indicates two new lots being created from one existing lots. The new lots will be known as Lot 18 (4.0 acres), Lot 19 (7.30 acres) of Medline Meadow Subdivision. The plat shows the dedication of an additional 5' right-of-way along Southeast 28th Street per the current master street plan. A small portion of right-of-way and a 20' utility easement is also being dedicated in the southeast corner of the new Lot 19 for a future cul-de-sac at the north end of Medlin Lane. Public utilities are available to the new lots.

1b. **Little Osage Farms, LLC: Rezoning, Southwest Elington Street, 2303 SW Birch, A-1, Agricultural to R-ZL, Zero Lot Line Residential.**

The planning commission voted 6-0 recommending approval.

The applicants have request a rezoning from A-1 to R-ZL for Lot 2 Osage Farms, for the development of single family detached housing. Water and sewer are available at this location.

2. Informational - Impact Fee Analysis Report as it pertains to items 3 through 8.
3. Requesting City Council approval of an ordinance to suspend Sewer Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
4. Requesting City Council approval of an ordinance to suspend Water Impact/Capacity Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
5. Requesting City Council approval of an ordinance to amend Fire/EMS Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
6. Requesting City Council approval of an ordinance to amend Parks Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
7. Requesting City Council approval of an ordinance to reinstate Library Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
8. Requesting City Council approval of an ordinance to reinstate Police Impact Fees, as recommendation by TischlerBise in the Impact Fee Analysis Report dated June 22, 2016.
9. Approval of four pieces of artwork to be installed in four tunnels along the Bentonville trail system.
10. Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Crafton, Tull & Associates, Inc. for the Tributary 2 Drainage Project, including the revision of the plans, bidding services, construction observation and additional services related to the project by the City, FEMA, and Corps of Engineers, in a lump sum amount not to exceed \$168,672.00. See attached memo and supporting documents.
11. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. for design services, bidding administration, and construction observation services for the Town Vu Bridge Replacement project in the amount of \$125,400.00. See attached memo, agreement and supporting documents.
12. A resolution authorizing the Mayor and City Council to enter into an agreement with Fisher & Arnold to prepare a preliminary site assessment for a new Substation "J" in the amount of \$25,000.00.

13. Approval of a Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Ace's Hangar, LLC for a hangar at 2410 SW Aviation, Bentonville Municipal Airport.
14. Approval of a Resolution to endorse and adopt the Master Plan Update for the Bentonville Municipal Airport.