

1. Agenda

Documents:

[AUGUST 23, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[AUGUST 23, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 22, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 23, 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: August 9, 2016
Presentation of "Good Samaritan" Award to Dan Cervantes**

AGENDA

1. Presentation by Mark Hayes, General Counsel for Arkansas Municipal League.
(Tuesday night only)
2. Planning:
- 2a. **Lot Split: Lot 17 Block H Orchard's Addition, Rita Gail & Michael David Smith, 407 Southeast 'C' Street, Zoned R-1.**

(Pages 8-11)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 407 Southeast 'C' Street in a R-1, Single Family Residential zoning district. The plat as provided by the applicant indicates the creation of one new lot that will be known as Lot 17 (0.23 acres), Block H of Orchards Addition. Five feet of additional right-of-way is being dedicated along Southeast 'C' Street per the current master street plan. Public water and sewer access is available along Southeast 'C' Street.

- 2b. **Rezoning: Lamplighter Restoration LLC, (West) Southeast 'D' Street and Southeast 6th Street, 511 SE D Street, Rezoning from R-3 Medium Density to R-C2, Central Residential-Moderate Density.**

(Pages 12-17)

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The R-C2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial and industrial zones. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2c. **Rezoning: Lamplighter Restoration LLC, (East) Southeast 'D' Street and Southeast 6th Street, 511 SE 'D' Street, Rezoning from R-3 Medium Density Residential to R-C2, Central Residential Moderate Density.**

(Pages 18-23)

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The RC-2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The R-C2 designation is appropriate for this location and is consistent with all land use principles and policies. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2d. **Land Use Map Amendment: Aurora Partners LLC, South Morningstar Road, Agriculture to Low Density Residential.**

(Pages 24-31)

The planning commission voted 6-0 recommending approval.

The proposed land use map amendment is located where two proposed arterial streets intersect. The proposed subdivision is located within the city's planning boundary. Public utilities will be extended with the development. As public utilities are extended the land use and residential densities should be adjusted to utilize the existing utility infrastructure.

3. Approval of an ordinance repealing and replacing Title 14, Zoning Code, Article 801 Signs and Billboards and adopting Article 802 Signs on City Property and Public Right-of-Way.

(Pages 32-72)

- 4a. Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sungard for the implementation of TRAKiT Software in the amount of \$307,680.00. TRAKiT Land Management Software is tightly linked with a GIS-centric data base and will automate permitting, manage inspections, regulate land uses, track projects, and offer payment processing. Additional cost associated with this contract is travel and lodging expenses in an amount estimated at \$20,000.00. See attached memo and supporting documents.

(Pages 73-135)

- 4b. Requesting Council approval of a budget adjustment in the amount of \$477,680.00 for implementation of TRAKiT Land Management Software. This includes \$307,680.00 for software, \$20,000.00 for associated travel and lodging expenses, and \$150,000.00 for necessary hardware.

(Pages 136-137)

5. Approval of the installation of a two-day temporary piece of artwork, titled "Truth Booth" by artist Hank Willis Thomas and the Cause Collective, on public property located at Lawrence Plaza. The fee, installation, maintenance and removal of the artwork is funded by Crystal Bridges Museum of American Art and Visit Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0. **(Pages 138-145)**
6. Approval of the installation of a permanent piece of artwork, titled "Triumph" by artist Hunter Brown, on public property located at the roundabout at the intersection of SW F Street and SW Ranch Road. The purchase, installation and maintenance of the artwork are funded by Keith Richardson Development of the Pointe at Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0. **(Pages 146-169)**
7. Council approval of a resolution authorizing the Mayor and Clerk to enter into Supplemental Agreement #4 for professional services with Burns & McDonnell Engineering for additional services and scope of work for Title 1 services (\$239,173.29) and Title 2 services (\$554,918.62) on the 8th Street Improvements Project for a total of \$794,091.91. See attached memo and supporting contract documents. This supplemental agreement has been reviewed and approved by the AHTD and FHWA. **(Pages 170-185)**
8. Award Bid #16-30 to Dean Crowder Construction in the amount of \$1,718,652.45 for relocation of water and sewer services on the 8th Street project (AHTD #090376). See attached memo, letter of recommendation to award bid, engineers estimate, and bid tabulation. **(Pages 186-200)**
9. Staff recommends Mayor and City Council approve the change order to the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$376,950.00. **(Pages 201-209)**
10. Recommend Mayor and City Council award bid #16-28 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$76,087.50. **(Pages 210-212)**
11. Fire Department Staff recommends a budget adjustment in the amount of \$8,195.00 to purchase hazardous material monitoring equipment. **(Pages 213-217)**
12. Fire Department Staff recommends increasing ambulance charges. The last increase in ambulance charges was 2009. This proposed increase will help offset the increase in personnel cost, cost of ambulances, and equipment experienced since 2009. **(Pages 218-221)**
13. Fire Department Staff recommends Council approve a resolution adopting the Benton County Mitigation Plan. Executive Summary is attached. Full plan is available through Fire Chief or City Hall. **(Pages 222-227)**
14. A resolution for the Mayor and City Clerk to assign an airport ground lease from Newhouse Properties, LLC to 6F Aviation. Said lease is known as Suite #3 2501 SW "I" Street. **(Pages 228-237)**

15. A resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with WTS Aviation, LLC for a hangar at 2250 SW Aviation Street, Bentonville Municipal Airport. **(Pages 238-243)**
16. Reappoint Mr. Chris Faulhaber to the Airport Advisory Board for a three year term that expires on September 30, 2019. **(Pages 244-246)**
- 17a. Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$31,000.00 not to exceed a total of \$78,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing. **(Pages 247-255)**
- 17b. Staff requests Council approval of a budget adjustment in the amount of \$31,000.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility. **(Pages 256-257)**
18. Staff requests Council to waive the competitive bidding requirements for the emergency repair of the auxiliary motor on our 2009 International Vac-Con combination sewer truck. The auxiliary motor experienced a mechanical failure that caused the motor to stall after a short period of time. An oil analysis was performed and it was determined that the main bearings were failing and would require the motor to be replaced. We are requesting to waive competitive bidding since Hugg and Hall is a certified Duetz motor repair shop. **(Pages 258-265)**
19. Request a budget adjustment in the amount of \$378,000. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and also replace seven (7) cameras. These Tahoes will replace seven (7) total 2010 Ford Crown Vics that are scheduled for replacement in the 2017 Budget. A local dealer (Superior in Siloam Springs) has 7 vehicles available that will meet our specifications and are police pursuit vehicle Tahoes (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2016 State Bid prices (approximately \$35,886 base, \$37,176 as equipped, per vehicle). The cost per vehicle reflected in this adjustment, at \$48,000, is \$3,000 above the 2015 budgeted amount per vehicle (\$45,000), which allows for an approximate \$37,000 vehicle cost and a \$11,000 equipment and set up cost and includes seven (7) car cameras (\$42,000). Considering an estimated cost increase next year of 4% for the vehicles only, the early purchase of these vehicles would represent a cost saving to the city of about \$10,460. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all-weather capable vehicles that still retain better handling and stopping characteristics. See attached memorandum. **(Pages 266-269)**
20. This is a request to declare one (1) no longer in service police department vehicle as surplus property. This vehicle, City of Bentonville Unit # 2010-65, a 2008 model Dodge Durango, VIN 1D4HB38N58F148266, was replaced in the

2015 budget. This Durango was previously used as a marked patrol car, assigned to the school resource officer program and is equipped with a lightbar, siren, console, gun rack and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Highfill Police Department with lightbar, siren, and other law enforcement specific equipment intact. The Highfill Police Department would use this police vehicle, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Transferring this vehicle also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides assistance to our neighboring city, Highfill. See also attached letter from City of Highfill Chief of Police, Blake Webb. **(Pages 270-272)**

**City Council
Planning
August 23, 2016**

Lot Split: Lot 17 Block H Orchard's Addition, Rita Gail & Michael David Smith, 407 Southeast 'C' Street, Zoned R-1.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 407 Southeast 'C' Street in a R-1, Single Family Residential zoning district. The plat as provided by the applicant indicates the creation of one new lot that will be known as Lot 17 (0.23 acres), Block H of Orchards Addition. Five feet of additional right-of-way is being dedicated along Southeast 'C' Street per the current master street plan. Public water and sewer access is available along Southeast 'C' Street.

Rezoning: Lamplighter Restoration LLC, (West) Southeast 'D' Street and Southeast 6th Street, 511 SE D Street, Rezoning from R-3 Medium Density to R-C2, Central Residential-Moderate Density.

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The R-C2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial and industrial zones. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

Rezoning: Lamplighter Restoration LLC, (East) Southeast 'D' Street and Southeast 6th Street, 511 SE 'D' Street, Rezoning from R-3 Medium Density Residential to R-C2, Central Residential Moderate Density.

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The RC-2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The R-C2 designation is appropriate for this location and is consistent with all land use principles and policies. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

Land Use Map Amendment: Aurora Partners LLC, South Morningstar Road, Agriculture to Low Density Residential.

The planning commission voted 6-0 recommending approval.

The proposed land use map amendment is located where two proposed arterial streets intersect. The proposed subdivision is located within the city's planning boundary. Public utilities will be extended with the development. As public utilities are extended the land use and residential densities should be adjusted to utilize the existing utility infrastructure.

Planning Commission Staff Report
Lot Split: Lot 17 Block H Orchard's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: August 16, 2016

GENERAL INFORMATION:

Project Number: 16-05000028

Applicant: Rita Gail & Michael David Smith

Representative: Grant Nevill

Requested Action: Lot Split Approval

Location: 407 Southeast 'C' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a lot split for property located at 407 Southeast 'C' Street in a R-1, Single Family Residential zoning district. The plat as provided by the applicant indicates the creation of one new lot that will be known as Lot 17 (0.23 acres), Block H of Orchards Addition. Five feet of additional right-of-way is being dedicated along Southeast 'C' Street per the current master street plan. Public water and sewer access is available along Southeast 'C' Street.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-C2, Central Residential Moderate Density	Downtown Mixed Use Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	-	-
West	Southeast 'C' Street	Local

TRAFFIC FINDINGS

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

STANDARD CONDITIONS OF APPROVAL

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

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of an existing single family residential home and a detached two car garage within a developed residential subdivision.

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

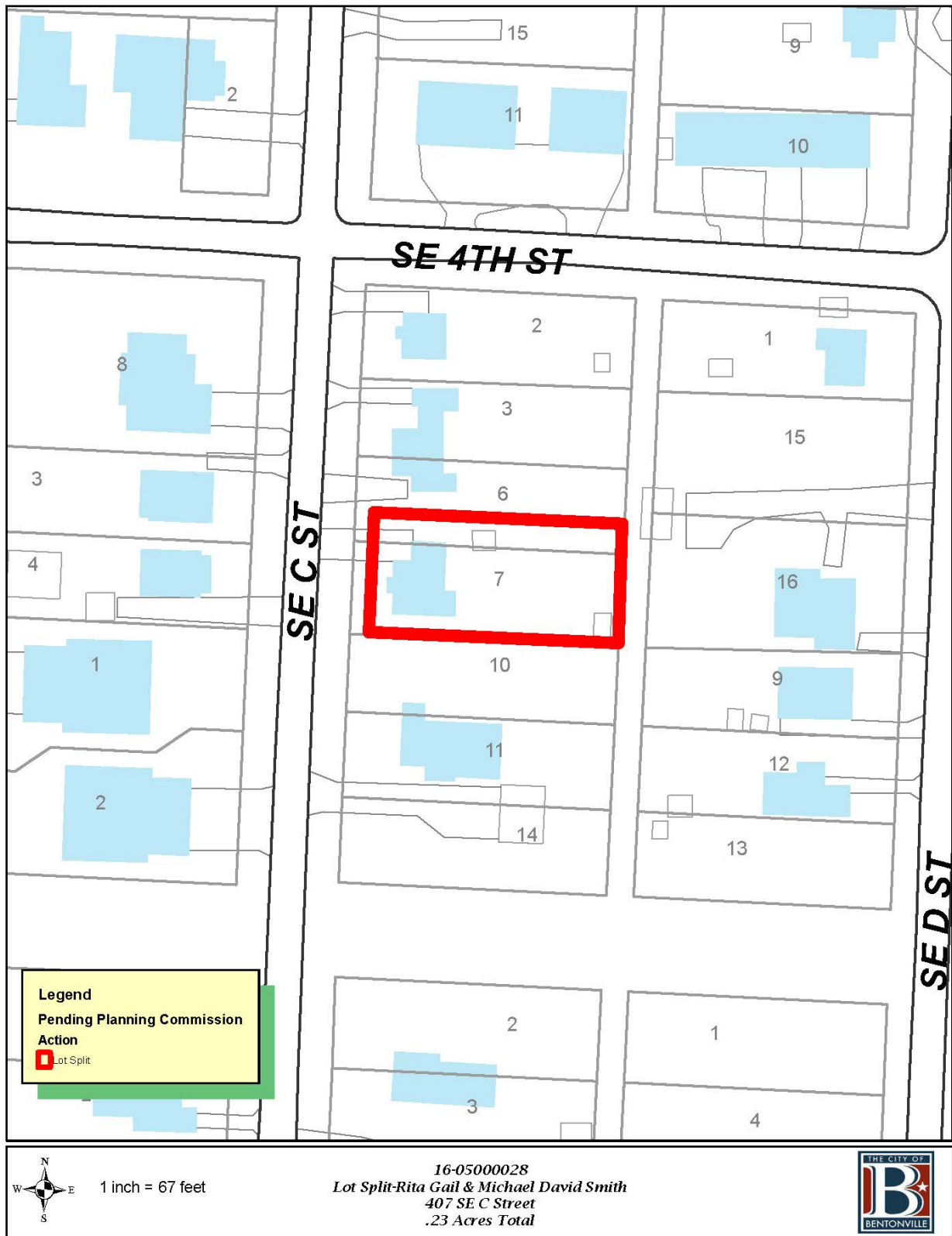
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use on the site.

Waiver(s): N/A

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

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 17, BLOCK H OF ORCHARD'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provision of Title 15 of the Bentonville Municipal Code, the lot split of Lot 17, Block H of Orchard's Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 16th day of August, 2016 and

WHEREAS, said lot split is attached hereto as Exhibit 'A'

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

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

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

Section1: That the lot split of Lot 17, Block H of Orchard's Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section2: 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



PC Meeting of: August 16, 2016

The City of Bentonville, Arkansas

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

**REZONING: Lamplighter Restoration, LLC (West) from R-3 Medium Density to R-C2,
Central Residential – Moderate Density**

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: August 16, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000022

Applicant/Current Owner: Lamplighter Restoration, LLC

Representative: Tim Sorey with Sand Creek Engineering

Requested Action: Rezoning

Location: Southeast 'D' Street and Southeast 6th Street

Existing Zoning: R-3, Medium Density Residential

Proposed Zoning: R-C2, Central Residential Moderate Density

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently vacant is a mixed use area along an urban corridor.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Townhomes (under Construction)	Planned Residential Development	Downtown Mixed Use Residential
South	Public Park	R-3, Medium Density Residential	Downtown Mixed Use Residential
East	Single Family Residence	R-3, Medium Density Residential	Downtown Mixed Use Residential
West		R-1, Single Family	Downtown Mixed Use

		Residential	Residential
Surrounding Streets & Classifications:			
Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Southeast 6 th Street	Local Street	2 lane no curb or gutter
East			
West	Southeast D Street	Local Street	2 lane no curb or gutter

LEGAL NOTIFICATIONS

Public Notice: On July 13, 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 July 16, 2016. In addition, staff posted a notice of public hearing sign on the property on August 1, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The intent of the R-C2 zoning designation to allow for the redevelopment within the downtown area. The R-C2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial and industrial zones. The property is west of a redeveloping commercial and industrial area, bordered on the west side by a low density single family neighborhood, a PUD to the north and a public park to the south. The R-C2 designation is appropriate for this location and is consistent with all land use principles and policies.

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

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

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

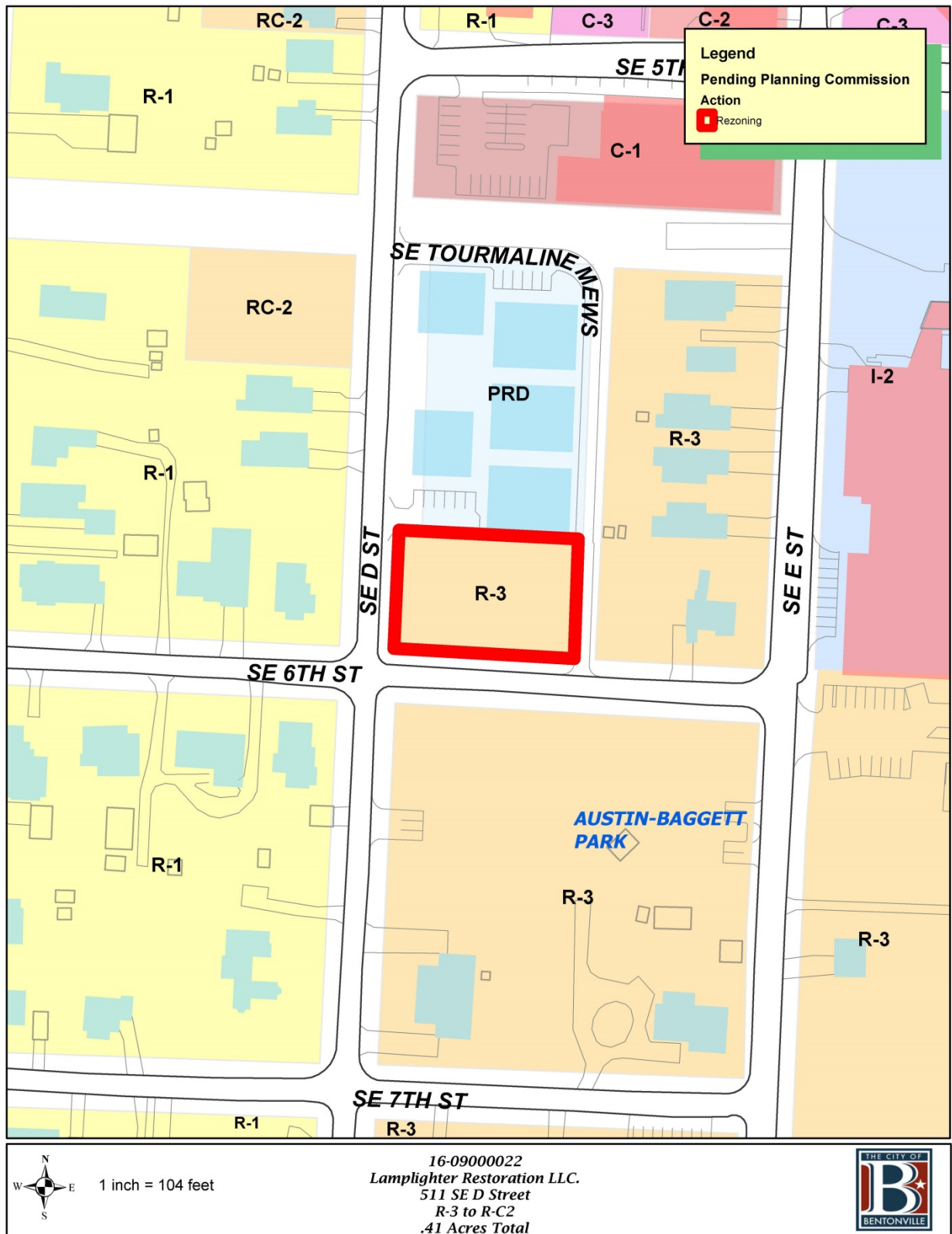
Finding(s) of Staff: City services are adequate at this location. Water and sewer are both available in Southeast 'D' Street.

ANALYSIS, CONCLUSION, & SUMMARY

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

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from R-3, Medium Density Residential to R-C2, Central Residential-Moderate Density.





Date: July 11, 2016

Job # 16033

RE: **Lamplighter West**
Rezone Request
511 SE "D" Street (West)
Bentonville, AR. 72712

Planning,

In response to Item # 5 of the rezone application this written statement is submitted.

- Current Zoning R-3
- Proposed Zoning R-C2.
- The site is at the Northeast corner of SE D and SE 6th Street.
- Use for property will be residential single-family attached.
- Property fronts SE D Street on the west and SE 6th Street on the south. Property lies less than 200' from the former Kraft building and is in the vicinity of the Market District. Traffic at present is light with expected increase in traffic as the use of the Kraft building is revised and open, and the Market District continues to flourish.
- No Signage is planned.
- Site is vacant at this time.
- 8" water main runs north/south within SE D Street, 6" water main runs within SE 6th Street. 8" sewer main runs north within SE D Street and another within SE E Street to the East of the site.

Sincerely,

Ken Booth, Project Manager
Sand Creek Engineering

1610 NW 12th Street Bentonville, AR 72712 Phone: (479) 464-9282

ORDINANCE NO. _____

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

WHEREAS, Lamplighter Restoration LLC duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to R-C2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

The West 50' of Lots 12 & 13, Block J, Orchard Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record "A" Page 89 and Plat Record "B" Page 27.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of August 2016 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County daily Record for the time and in the manner required by law; and

WHEREAS, the City planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-C2, property;

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

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

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: August 16, 2016

The City of Bentonville, Arkansas

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

REZONING: Lamplighter Restoration, LLC (East)

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: August 16, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000023

Applicant/Current Owner: Lamplighter Restoration, LLC

Representative: Tim Sorey with Sand creek Engineering

Requested Action: Rezoning

Location: Southeast 'D' Street and Southeast 6th Street

Existing Zoning: R-3, Medium Density Residential

Proposed Zoning: R-C2, Central Residential Moderate Density

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently vacant in a mixed use area along an urban corridor.

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

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residence	R-3, Medium Density Residential	Downtown Mixed Use Residential
South	Public Park	R-3, Medium Density Residential	Downtown Mixed Use Residential
East	Single Family Residence	R-3, Medium Density Residential	Downtown Mixed Use Residential
West	Vacant parcel	R-1, Single Family Residential	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			
South	Southeast 6 th Street	Local Street	2 lane no curb or gutter
East			
West	Southeast Tourmaline Mews	Alley	Under construction

LEGAL NOTIFICATIONS

Public Notice: On July 13, 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 July 16, 2016. In addition, staff posted a notice of public hearing sign on the property on August 1, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

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

Finding(s) of Staff: The intent of the R-C2 zoning designation to allow for the redevelopment within the downtown area. The RC-2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial and industrial zones. The property is west of a redeveloping commercial and industrial area, bordered on the west and north sides by a low density single family neighborhood and a public park to the south. The R-C2 designation is appropriate for this location and is consistent with all land use principles and policies.

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

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

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

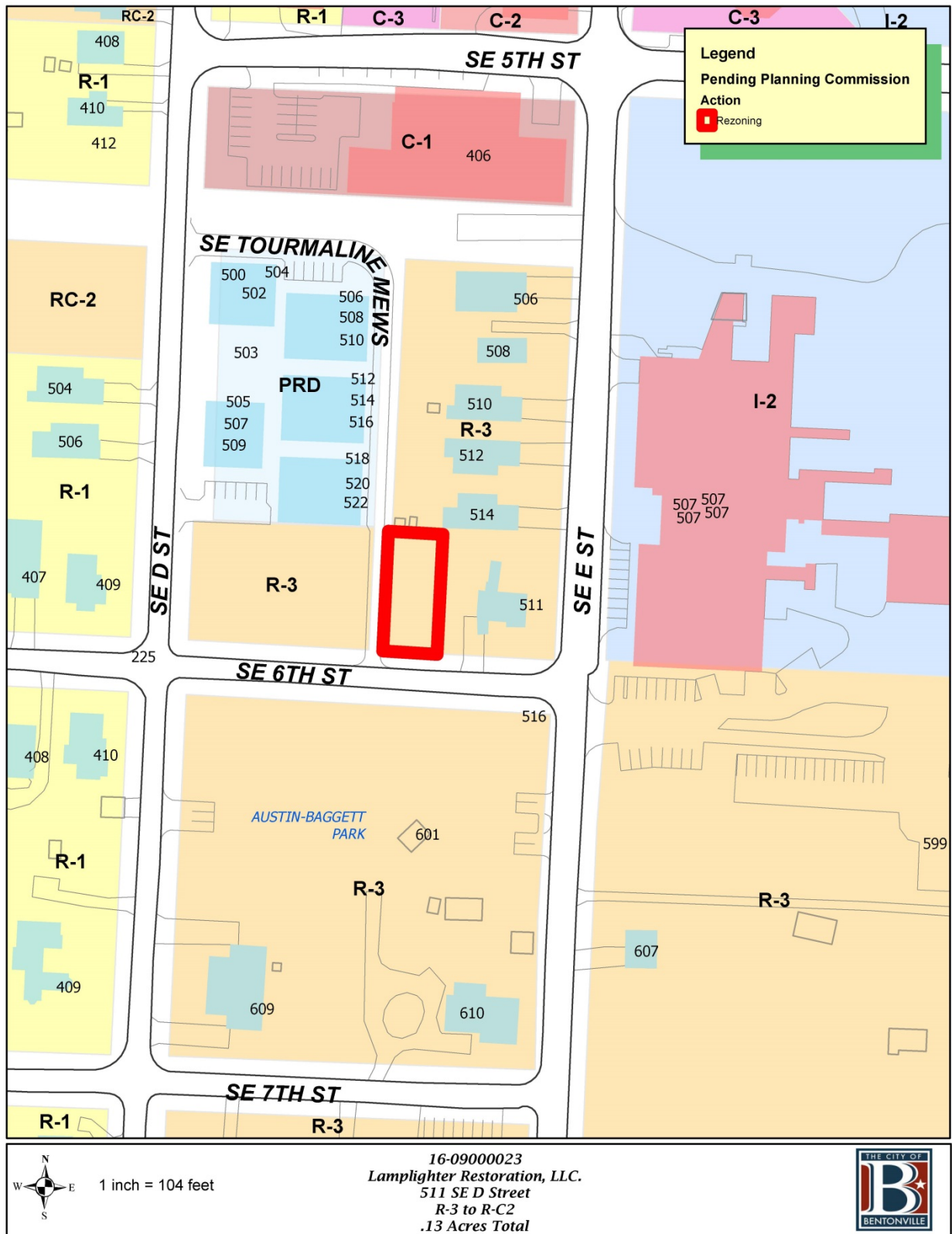
Finding(s) of Staff: City services are adequate at this location. Water is available in Southeast 6th Street and sewer is available in Southeast 'D' Street and Southeast 'E' Street.

ANALYSIS, CONCLUSION, & SUMMARY

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

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from R-3, Medium Density Residential to R-C2, Central Residential-Moderate Density.





Date: July 11, 2016

Job # 16033

RE: **Lamplighter East**
Rezone Request
511 SE "D" Street (East)
Bentonville, AR. 72712

Planning,

In response to Item # 5 of the rezone application this written statement is submitted.

- Current Zoning R-3
- Proposed Zoning R-C2.
- The site lies on the East side of an existing alley and faces SE 6th Street.
- The use planned for the property is a single family residence with the lower floor being an Education classroom for teaching music on a small scale.
- Property lies less than 200' from the former Kraft building and is in the vicinity of the Market District. Traffic at present is light, with expected increase in traffic as the use of the Kraft building is revised and open and the Market District continues to flourish.
- No Signage is presently planned.
- Site is vacant at this time.
- 8" water main runs north/south within SE D Street, 6" water main runs within SE 6th Street. 8" sewer main runs north within SE D Street and another within SE E Street to the East of the site. A sewer main will need to be installed along SE 6th Street to serve this lot.

Sincerely,

Ken Booth, Project Manager
Sand Creek Engineering

1610 NW 12th Street Bentonville, AR 72712 Phone: (479) 464-9282

ORDINANCE NO. _____

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

WHEREAS, Lamplighter Restoration LLC duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to R-C2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lots 11 & 14, Block J, Orchard Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record "A" Page 89 and Plat Record "B" Page 27.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of August 2016 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County daily Record for the time and in the manner required by law; and

WHEREAS, the City planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to R-C2, property;

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

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

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



PC Meeting of: August 16, 2016

The City of Bentonville, Arkansas

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

LAND USE MAP AMENDMENT: Aurora Partners, LLC – Agriculture & Office to Low Density 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: August 16, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-01800004

Applicant/Current Owner: Aurora Properties, LLC

Representative: Swope Consulting, LLC (Phil Swope)

Requested Action: Land Use Map Amendment

Location: South Morningstar Road

Existing Zoning: Benton County (City of Bentonville Planning Boundary)

Future Land Use Map Designation: Agriculture

Proposed Land Use Map Designation: Low Density Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is vacant in the Southwest section of the city and is situated near the intersection of two future arterial streets, South Morningstar Road & Southwest Windmill Road.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Agriculture	Benton County	Agriculture
South	Agriculture	Benton County	Agriculture
East	Agriculture	Benton County	Agriculture
West	Agriculture	Benton County	Agriculture

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	South Morningstar Road	Arterial	Unimproved 2 lane asphalt
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: Staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on July 16, 2016. In addition, staff posted a notice of public hearing sign on the property on August 1, 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 how the proposed change impacts the overall intent of the General Plan or the land use mix on the Future Land Use Map, how the proposed change affects other land uses.

Finding(s) of Staff: Policy LU-23 Housing Types within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of resident's throughout their lives. As utilities are extended to new locations within the city, the city should reevaluate and adjust the land uses accordingly. The proposed subdivision will help to reduce the impact on city infrastructure by the extension of public utilities that will be required with the development of this land, all helping to meet the intent of the policy.

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

Finding(s) of Staff: The proposed land use modification is near the intersection of a proposed east to west and north to south corridor. The proposed use will not adversely impact the transportation infrastructure. The proximity to a major employment center will further reduce the impact on the city wide transportation network.

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

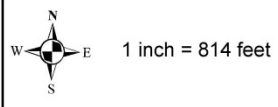
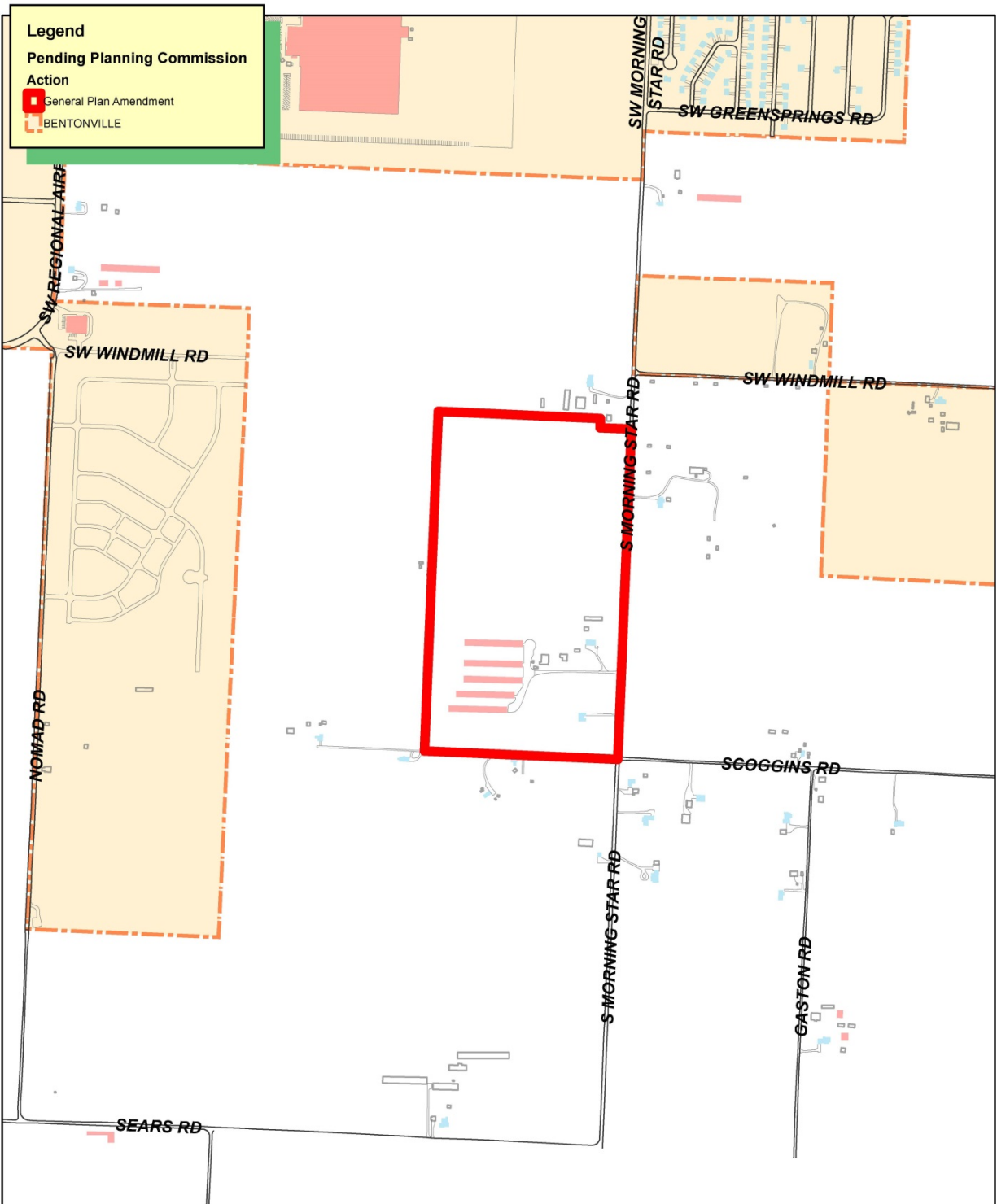
Finding(s) of Staff: Through the required public utilities extensions that will be associated with the development of this land, water and sewer availability and capacity in this area will be adequate. Through the use of Impact Fees collected during the construction of the single family subdivision the city will further increase the availability of emergency service in the Southeast part of Bentonville. Emergency services are also adequate at the proposed location.

ANALYSIS, CONCLUSION, & SUMMARY

The proposed land use map amendment is located where two proposed arterial street intersects. Additional residential units in this area will provide an opportunity for residents to live and work in the same sector of the city. There are several ingress/egress opportunities that can be utilized in the development of the property that will help to facility traffic flow and reduce traffic congestion. The proposed subdivision is located within the city's planning boundary. Public utilities will be extended with the development. As public utilities are extended the land use and residential densities should be adjusted to utilize the existing utility infrastructure. A petition to annex has been submitted and is currently in review.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this Land Use Map Amendment from Agriculture and Office to Low Density Residential.



16-01800004
 Aurora Partners, LLC.
 General Plan Amendment
 Agriculture to Single Family Residential
 69.72 Acres Total



July 10, 2016

City of Bentonville Planning Department

Attn: Jon Stanley
305 SW "A" Street
Bentonville, AR 72712

**Re: Request Narrative
General Plan Amendment- DEB Farm Adventures Inc
(parcels 18-09127-001 & 18-09127-002)**

Dear Jon:

Please accept this narrative, as required, for the subject properties. Listed below are the application-required questions, each of which is followed by our response.

1. Reasons for initiation of this proposal. Has information become available that was not available at the time of adoption of the Future Land Use Map? Or, since the adoption of the map has land use in the area changed?

The owner is proposing to annex (process is already initiated) and develop the subject property to single-family residential. As you know, the General Plan shows the future land use of this property as office on the north end, and agricultural for the south remaining property.

This is a two-fold request:

1. Reduce the planned office depth south of future Windmill Road from 1,320 ft to 300 ft (or, to Melvin James' parcel only), and change the remaining 1,020 ft to single-family residential.
2. Change all of the remaining subject lands from agricultural to single-family residential.'

Information has changed since adoption of the map, and that consists of a growing demand for more affordable single-family housing. At the time this map was adopted, the provisions for future single-family land seemed sufficient. Now, despite a brief economic downturn, those lands have been quickly used up. More land is needed to keep up with the demand.

2. How will this change impact the land use and character of the property in question and surrounding areas?

The character of the property will change in that it will become a part of the city limits, and will receive water, sewer and electric extensions that future residents on this land will then pay in utility bills to the city.

The map amendment would allow more surrounding properties to develop and also provide improvements to Morning Star Road- which would benefit the city's overall infrastructure.

3. How is the property more suitable for the proposed land use designation than for the current land use classification presented on the Future Land Use Map?

The proposed single-family designation is more suitable because development on this land would provide a greater benefit to more people than if it is left agricultural. The benefits come in the way of more housing, and revenue for construction workers and city employees (taxes, utility bills, etc).

4. Would the uses permitted by the proposed change be detrimental in any way to the surrounding property?

The only two negatives are that the land won't be left empty as it is, and the traffic count would increase. However, the proposed improvements on Morning Star Road will help mitigate the increased traffic load.

5. What are the alternative courses of action if the proposed land use change is not approved?

If the land use is not changed, other lands will be found to develop single-family, and the extra-wide office depth will go for years before offices are built (if ever).

6. What are your plans for the property if the proposed land use change is approved?

The current proposal is a single-family residential subdivision that will comply with all city zoning and development requirements.

7. What alternatives other than changing the land use designation have been discussed?

There is no alternative to this request other than to do nothing, and leave the property in the county.

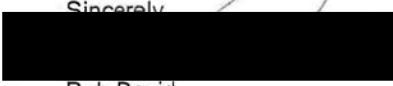
8. Additional information that is pertinent to support this request.

Regarding the request to convert land to single-family, please keep in mind the natural pressures of housing that the city encounters now in this time of growth. While the current economic cycle has seen a focus on apartment construction, the supply of single-family housing is not keeping up.

The market needs to provide for this demand. Your support of this request will bring needed housing to an area that is a great fit.

Please let me know if you have any questions or concerns.

Sincerely,


Bob David

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CLASSIFICATION OF PROPERTY FROM AGRICULTURE & OFFICE TO LOW DENSITY RESIDENTIAL ON THE FUTURE LAND USE MAP FOR THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, Aurora Properties LLC duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification of Agricultural & Office to Low Density Residential on the City of Bentonville Future Land Use Map.

Said tract or parcel described as:

THE SE1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, CONTAINING 40.07 ACRES MORE OR LESS.

AND

PART OF THE NE1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 23; THENCE S02°18'21"W 375.39' ALONG THE EAST LINE OF SAID 40 ACRE TRACT TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE CENTERLINE OF MORNINGSTAR ROAD; THENCE CONTINUING ALONG SAID CENTERLINE S02°18'21"W 940.49' TO THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE LEAVING SAID CENTERLINE AND RUNNING N87°31'47"W 1323.57' TO THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE N02°18'21"E 997.58' ALONG THE WEST LINE OF SAID 40 ACRE TRACT; THENCE LEAVING SAID WEST LINE AND RUNNING S87°37'00"E 1109.15'; THENCE S2°23'00"W 59.10'; THENCE S87°37'00"E 214.50' TO THE POINT OF BEGINNING, CONTAINING 30.05 ACRES, MORE OR LESS.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of August, 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 future land use classification as presented on the property be changed from its present classification of Agricultural & Office to Low Density Residential;

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 of Agricultural & Office to Low Density Residential, on the Future Land Use Map.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Approval of an ordinance repealing and replacing Title 14, Zoning Code, Article 801 Signs and Billboards and adopting Article 802 Signs on City Property and Public Right-of-Way.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: August 23, 2-16
Re: Sign Ordinances

United States Supreme Court Ruling. In early 2015, the U.S. Supreme Court considered the case of *Reed v. Gilbert Arizona* and issued an important ruling regarding municipal sign law regulation, particularly with regard to content-based sign regulations. As a result of that case, municipalities throughout the United States are reviewing their sign ordinances in order to ensure compliance with this ruling.

Professional Guidance. In August 2015, the city contracted with Randal Morrison to review our sign code in light of the *Reed v. Gilbert* Supreme Court case findings. Mr. Morrison is an attorney specializing in sign regulations, with expertise in this field generally and the *Reed* case specifically. Over the last several months, we have worked with Mr. Morrison to make the necessary changes to our sign code to bring it into compliance with the court ruling. To help explain the legal framework, Mr. Morrison attended the April 26 Planning Commission and City Council meetings to discuss sign law, *Reed v. Gilbert* and its impact on local sign codes and the changes proposed to Bentonville's sign code.

Purpose. The purpose of the proposed amendment to the sign ordinance is to ensure compliance with the U.S. Supreme Court ruling in the case of *Reed v. Gilbert, Arizona*.

Planning Commission Approval. The Planning Commission voted 6-0 recommending approval on August 2, 2016.

Proposed Changes:

GENERALLY

- Separate chapters for signs on private property and signs on public property.
- Replace "business" with "establishment" throughout code.
- Replace "permitted" with "allowed" throughout code.
- Add sections establishing the title, authority to regulate, applicability and intent. (801.01-801.04)
- Add to the existing purpose section. (801.05)
- The Director has the authority to approve common signage plans and any changes in sign location. Add that the purpose of the ordinance must be used as criteria in making that decision. (801.09.D & 801.09.F)
- Add a "message neutrality policy" and "message substitution policy" to avoid favoring commercial speech over non-commercial speech. (801.11.A.)

- Add an artwork policy. (801.11.C)
- Distinguish onsite and offsite regulations as applicable only to commercial messages. (801.11.D)
- Add illumination measurement criteria for electronic message boards, based on footcandles measured at a certain distance from the sign. (801.12.G.4)
- Add clarification for “nonconforming sign” to include signs that are in a state of disrepair that is beyond 50% of the current repair or replacement cost or the sign is proposed for major alteration or replacement, thereby requiring that the sign be brought into conformance with the code. (801.12.H)
- A banner sign is currently required to be attached to a building or existing sign. Add that if no building or sign is available, the Director may authorize another method of installation that creates a frame around the banner. (801.12.I)

TEMPORARY SIGNS

- Remove regulations for the following temporary signs allowed without a permit: (801.13)
 - Construction signs
 - Farm signage
 - Flags
 - Historic markers
 - Holiday decorations
 - Identification signs
 - Non-legible signs
 - Non-profit announcements
 - Political signs
 - Real estate signs
 - Religious institution direction signs (this was at the heart of the Reed v. Gilbert, AZ case.)
 - Stadium signage
 - Traffic control signs
 - Vending machines, ATMs, gas pumps
 - Yard sale signs

- Create one section to cover all of these temporary signs: (801.13.A.4)

Temporary Signs.

- *Residential Uses.* Each legal dwelling unit may have a total display area (cumulative of all temporary signs on the lot) of 24 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
- *Non-residential Uses.* Each non-residential establishment may have a total display area (cumulative of all temporary signs on the lot) of 36 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.

- Add that additional signs are allowed when certain conditions apply to the property:
(801.13.B)

Property Condition	Land Use		Max. No. Allowed	Max. Area	Max. Height
	Residential	Nonresidential			
1. Property Under Construction	•		1 /street frontage of the lot	16 sq. ft.	6 ft.
		•	1/street frontage of the neighborhood or subdivision	32 sq. ft.	12 ft.
2. Subdivision Under Construction	•	•	1 /street frontage of the lot or development	32 sq. ft.	12 ft.
3. Property for Sale or Lease	•		1 freestanding / street frontage and 1 wall/dwelling unit	8 sq. ft.	6 ft.
		•	1 freestanding / street frontage and 1 wall / lease space	32 sq. ft.	8 ft.

- Add the specific sign types that will be allowed on nonresidential property with an approved temporary sign permit as banners, wall signs, commercial mascots, yard signs, and projected images. (801.14.A)
- Add that a maximum of 32 square feet (cumulative of all temporary signs) are allowed with a temporary sign permit. (801.14.B)
- Change the number of temporary signs allowed per year based on the calendar year, rather than the issuance of the first permit. (801.14.D)

PERMANENT SIGNS

- Create new table format for signs allowed with a permanent sign permit. (801.15.A)
- Change height of subdivision signs from 5' to 6', consistent with other monument sign heights. (801.15.A)
- Add that wall signs cannot exceed 1 ft. above the roof peak. (801.15.A)
- Remove all definitions into a separate section at the end of the chapter. (801.18)
- Combine the regulations for signs on awnings and canopies. (801.15.B)
- For signs adjacent to I-49, add a clarification that the use must cater to travelers, justifying the taller and larger sign to be seen from the highway and are allowed up to 100 square feet in sign area. (801.15.C.5)
- Combine the regulations for marquee, projecting and suspended signs. (801.15.F)
- For electronic message boards, change the display time per message from three seconds to five seconds. (801.12.G.3)

ELECTRONIC BILLBOARDS

- Change the replacement ratio from 4 sign faces of existing billboard for 1 digital billboard to 2 ½ square feet of existing billboard for 1 square foot of digital billboard. (801.17.A)
- Add requirements for dimming capabilities. (801.17.F.2)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 14, ZONING CODE, ARTICLE
801 SIGNS AND BILLBOARDS AND ADOPTING ARTICLE 802
SIGNS ON CITY PROPERTY AND PUBLIC RIGHT-OF-WAY**

WHEREAS, the City of Bentonville first adopted regulations for signs on February 13, 2001 with Ordinance No. 2001-34 which has been amended several times since initial adoption; and,

WHEREAS, the City of Bentonville intends to comply the 2015 U.S. Supreme Court ruling in the 2015 case of Reed V. Gilbert, Arizona;

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

Section 1: That the Bentonville Municipal Code, Title 14, Zoning Code, Article 201 Definitions should be and the same is hereby amended by deleting the following definitions:

Banner	Sign, Freestanding	Sign, Public
Billboard	Sign, Incidental	Sign, Real Estate
Common Signage Plan	Sign, Manual Change Copy	Sign, Roof
Digital Billboard or Smartboard	Sign, Marquee	Sign, Single Tenant
Historical or Memorial Marker	Sign, Monument	Sign, Suspended
Maximum Sign Area	Sign, Multiple Tenant	Sign, Temporary
Real Estate Sign	Sign, Noncommercial	Sign, Wall
Sign	Sign, Obsolete	Sign, Window
Sign, Awning	Sign, Off-Premise, Off-Site Sign or Billboard	Sign Area
Sign, Changeable Copy	Sign, Pole	Sign Face
Sign, Construction	Sign, Portable	Sign Height
Sign, Door	Sign, Projecting	Sign Structure
Sign, Electronic Changeable Copy		

Section 2: That the Bentonville Municipal Code, Title 14, Zoning Code, Article 801 Signs and Billboards should be and the same is amended with *Attachment A: Article 801 Sign Ordinance-Private Property* which is attached hereto and made a part hereof.

Section 3: That the Bentonville Municipal Code, Title 14, Zoning Code should be and the same is hereby amended by adopting *Attachment B: Article 802 Signs on City Property and Public Right-of-Way* which is attached hereto and made a part hereof.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: That this ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this th day of , 2016.

APPROVED:

ATTEST:

Bob McCaslin, Mayor

City Clerk

Attachment A

Strikethrough text is to be deleted. Highlighted red text is to be added.
Green italicized text is commentary only and is not part of the amendments.

ARTICLE 801

~~SIGNS AND BILLBOARDS~~

SIGN ORDINANCE – PRIVATE PROPERTY

801.01 TITLE

This Article shall be known as the Sign Ordinance – Private Property of the City of Bentonville, Arkansas.

801.02 AUTHORITY

This Article is adopted under the authority conferred on the City of Bentonville by the General Assembly of the State of Arkansas by A.C.A. §14-56-402 through §14-56-426.

801.03 APPLICABILITY

This Article regulates permanent and temporary signs, as defined herein, which are located within the corporate limits of the City of Bentonville and over which the City has land use regulatory authority, but not on City-owned land and rights-of-ways. Signs on City-owned land and rights-of ways are subject to Article 802, Signs on City Property and Public Right of Way.

801.04 INTENT

By the regulations, rules and policies adopted in this Article, the City intends to regulate signs, as defined herein, in a manner that balances the right of free speech by sign display against the competing public and governmental interests in community aesthetics, safety, preventing sign clutter and visual pollution, and other negative effects associated with excessive and/or inappropriate signage.

801.05 PURPOSE

~~Signs use private land and the sight line created by public rights of way to inform and persuade the general public by publishing a message. This section Article provides standards for the erection and maintenance of signs. All signs shall be erected and maintained in accordance with these standards~~ this Article, as applicable. The general purpose

of these standards is to promote, preserve, and protect the health, safety, general welfare, convenience, and enjoyment of the public, to preserve and protect the aesthetic quality of Bentonville, and to achieve the following:

A. Safety. To promote the safety of persons and property by providing that signs:

1. Do not create a hazard due to collapse, fire, collision, decay, abandonment, or other safety considerations;
2. Do not obstruct firefighting, police, and private security surveillance;
3. Do not create traffic hazards by confusing or distracting motorists;
4. Do not impair the driver's ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs and signals;
5. Do not cause hazardous or unsafe driving conditions for motorists due to their lighting; and,
6. Do not otherwise interfere with or detract from the safety of persons or property.

B. Communications Efficiency. To promote the efficient transfer of information in sign messages by providing that:

1. Customers and other persons may identify and locate a business, establishment or service;
2. No person or group is arbitrarily denied the use of the sight lines from the public right-of-way for communication purposes; and,
3. The messages in signs may otherwise be communicated efficiently.

C. Landscape Quality and Preservation. To protect the public welfare and to enhance the appearance and economy of the city, by providing that signs:

1. Do not **unreasonably** interfere with scenic views;
2. Do not create a nuisance to persons using the public rights-of-way;
3. Do not constitute a nuisance to occupancy of adjacent property by their brightness, **light glare and reflection**, size, height, or movement;
4. Are not detrimental to land or property values;
5. Do not overwhelm people by the number of messages presented, and do not interfere with the exercise of freedom of choice to observe or ignore said messages, according to the observer's purpose;
6. Do not negatively affect the city's tourism industry;
7. Do not create or worsen visual clutter or visual blight;
8. Do contribute to the special character of particular areas or districts within the city, helping the observer to understand the city and be oriented within it;
9. **Do not cover or blanket any prominent view of a structure or façade of historical or architectural significance;**
10. **Do not obstruct views of users of adjacent buildings to side yards, front yards or to open space;**
11. **Are compatible with building heights of the existing neighborhood and do not impose a foreign or inharmonious element to an existing skyline;**
12. Do otherwise protect and preserve a quality landscape in the city; and
13. Do otherwise enhance the appearance and economy of the city.

801.06 ENFORCEMENT

The Community and Economic Development Director, herein after referred to as Director, and his or her designee, is authorized and directed to administer and enforce this Article. Code Enforcement Officers may remove or relocate signs regulated by **Sec. 801.13 Signs Allowed without a Sign Permit** if such signs are placed improperly thereby causing vehicle or pedestrian safety issues, ADA accessibility issues or other similar critical issues.

801.07 INTERPRETATIONS

A. Administrative Interpretations.

Interpretations of this Article are to be made by the Director in consultation with the Staff Attorney. All interpretations of this Article are to be exercised in light of the message neutrality and message substitution policies provided in Section 801.11 Basic Policies. Where a particular type of sign is proposed, and the type is neither expressly allowed nor prohibited by this Article, or whenever a sign does not qualify as a "structure" as defined in the Building Code, as adopted by the City, then the Director, as applicable, shall approve, conditionally approve or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this Article.

B. Appeal of Interpretation. All administrative interpretations of sign regulations may be appealed to the Board of Adjustment. Where necessary, the Board may consider not only the current or intended uses of a sign but also its past use, in light of the purposes of this Article and applicable legal principles. It shall be the obligation of the sign owner or permit applicant to furnish records concerning the past use, if requested by the Board.

C. Text vs. Tables. In the event of inconsistency between text and tables, text shall prevail.

801.08 RESPONSIBILITY FOR COMPLIANCE

The responsibility for compliance with this Article rests jointly and severally upon the sign owner, the permit holder, all parties holding the present right of possession and control of the property whereon a sign is located, mounted or installed, and the legal owner of the lot or parcel, even if the sign was mounted, installed, erected or displayed without the consent or knowledge of the owner and / or other parties holding the legal right to immediate possession and control.

801.09 COMMON SIGNAGE PLAN

A. **Applicability.** Prior to issuance of any sign permit in a development containing several more than one building, business, or establishment, a common signage plan for the development shall be approved and filed with the Building Inspections Department and approved by the Director. ~~Signage plans require Planning Department approval.~~ In the case of any conflict between an approved signage plan and the zoning ordinance, the ~~ordinance~~ approved signage plan shall govern.

B. **Drawings Common Signage Plan Proposal.** The applicant shall submit a proposed common signage plan that includes drawings, sketches, and/or photographs, and/or written narrative shall be submitted and kept on file to demonstrate the common signage plan. The common signage plan shall consist of three (3) elements:

1. **Location** Identification of signs locations on buildings and/or property.
2. **Materials,** Description of the type of sign and sign materials including construction materials and proposed lighting, if any.
3. **Size** Itemization of all signs size and/or area at identified locations, either dimensioned or expressed in square feet at the identified locations.
4. **Standardized visual theme** including graphic design elements (i.e. fonts) and color schemes.

C. **Multiple signs.** Where more than one sign is located on a property, or where more than one building, establishment, or business is located in a single development project, such as a shopping center, the common signage plan will demonstrate that these elements create graphical design consistency and uniformity among signs within the project. The requirements of a common signage plan shall apply to all buildings, businesses, and establishments within a related project, even if the properties have been subdivided.

D. **Criteria for Review and Approval.** The Director shall use the purpose of the Article, 801.5 Purpose, as criteria to review and approve a common signage plan.

E. **Amendments.** ~~Revisions or amendments to the common signage plan shall require documentation from all tenants on the property prior to approval.~~ An addition to or a major alteration of the physical size or layout of the property, structure or signage requires the submittal of a new common signage plan consistent with this section. The Director has the authority to determine if the alteration is significant enough to warrant a new common signage plan. The Director shall use the purpose of the Article, 801.05 Purpose, as criteria to determine if a new common signage plan is warranted.

F. **Minor Alterations to Sign Location.** Minor alterations in sign locations resulting from unexpected conditions on site may be approved by the Community Development Director or the Director's designated representative. The Director shall use the purpose of the Article, 801.05 Purpose, as criteria to review and approve minor alterations in sign locations.

801.10 APPLICATION FOR A SIGN PERMIT

A. Applicability. Signs permitted in Sec. 801.9 Signs Permitted with a Sign Permit shall be allowed with a sign permit and signs permitted in Sec. 801.10 Signs Permitted with a Temporary Sign Permit shall be allowed with a temporary sign permit issued by the Community Development Department, subject to Sec. 801.14 Signs Allowed with a Temporary Sign Permit and Sec. 801.15 Signs Allowed with a Permanent Sign Permit may be installed, mounted, placed on public display or modified only pursuant to an approved permit.

B. Application for a Sign Permit. Complete the Sign Permit Application provided by the Community Development Department. The Building Inspections Department shall provide the Sign Permit Application Form. Complete applications that include all of the items listed below shall be submitted by the applicant to the Building Inspections Department. The process for such permits consists of the following:

1. **Sign Permit Application.** Complete, sign and submit the Sign Permit Application. Such application shall include:
 - a. **Sign Location:** address of sign location, establishment name, length of street frontage in linear feet;
 - b. **Applicant Information:** name, establishment name, address, phone, and email address;
 - c. **Sign Information:** sign type, dimensions, installed height, sign area, wall area, double-sided or single-sided, lighting source, and valuation. Dates of display shall be provided for temporary signs.
2. **Application Fee.** The applicant shall pay the application fee as adopted from time to time by City Council. If the initial application is rejected, the application fee does not have to be paid again if the proposal is for the same sign in essentially the same area.

3. **Supporting Documents** The following supporting documents shall be submitted along with the Sign Permit Application and Application Fee.

- a. **Scaled Drawing.** A scaled drawing of the sign showing the design and including dimensions of the sign height, area, design, content, and dimensions of the sign and the design and dimensions of any measures used to support the sign or used to affix the sign to a wall, window or the ground.
- b. **Scaled Site Plan.** A scaled site plan showing the location of the sign on the property or building including and showing street right-of-way and property lines. For wall signs, building face shall be dimensioned provide dimension of walls.
- c. **Materials List.** A list of materials used to construct the sign, including all supporting materials.
- d. **Landscape Plan.** Only for permanent freestanding signs, provide a landscape plan consistent with the requirements of this Article.

SEC. 801.4 REVIEW AND APPROVAL

C. Review and Approval. After a review of the application by the Community Development Department—Director shows that the sign meets zoning, electrical, and ICC Building Code requirements, the applicant shall receive a permit to erect or install the approved signs. the Building Inspection Department shall issue a permit to erect or install the approved sign. If the application cannot be approved as originally submitted, the notice of decision shall specify the points of deficiency with citations to relevant laws, rules, policies and guidelines. If a corrected or amended application is submitted within 60 days of the mailing or delivery of the notice of decision, then a new filing fee shall not be required for the amended or corrected application.

D. Permanent—Signs Inspection. The applicant shall request an inspection after installation of permanent signs.

E. Expiration of Permit. The sign permit shall be null and void if sign installation is not completed within six (6) months or the signs are not in conformance with the approved application. The Community Development Department Director may grant one thirty (30) day extension to the sign permit.

F. Successors. Valid sign permits may be assignable to a successor of the business attach to and travel with the land.

~~**C. Temporary Sign.** Temporary sign permits shall be reviewed and issued in compliance with the regulations set forth in Sec. 801.10 Signs Permitted with a Temporary Sign Permit.~~

G. Revocation of Permit. The Community Development Director or his or her designee may revoke a sign permit if a sign is found to be in violation of this ordinance. The Director may revoke a sign permit if a sign is found to be in violation of this Article or the terms and conditions of the permit. A sign permit may be revoked upon a showing that the permit was issued in error; in such case, the permittee may apply for a new permit that satisfies all requirements. In the event that the initial permit error resulted from a misstatement of material fact made by the applicant, then the applicant shall pay the fee for the new permit. If one or more signs are found to be in violation of the terms of the permit, or other applicable laws, rules, policies or guidelines, then the Director shall give written notice to the sign permittee and the landowner of permit revocation based on deficiency or violation. Such notice is deemed given when personally delivered or on the date stamp of mailing plus three work days, whichever is earlier. Upon receiving such notice, the sign owner and the property owner are required to bring the sign into compliance within 60 days. The compliance deadline may be extended by the Director upon a showing of impossibility or unusual hardship; such extension may not exceed 90 days.

H. Minor Alterations to Sign Location.

Minor alterations in sign locations resulting from unexpected conditions on site may be approved by the Community Development Director or the Director's designated representative. The Director shall use the purpose of the Article, 801.5 Purpose, as criteria to review and approve minor alterations in sign locations.

801.11 BASIC POLICIES

A. Message Neutrality Policy. It is the policy of the City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.

B. Message Substitution Policy. The purpose of this provision is to prevent any favoring of commercial speech over noncommercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message.

1. A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal.

2. Any substitution shall require the private property owner's consent.

3. The message substitution policy does not:

a. Create a right to increase the total amount of sign display area on a site or parcel;

b. Create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message;

c. Affect the requirement that a sign structure or mounting device must be properly permitted;

d. Authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or

e. Authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

C. Artwork Policy. It is the policy of the City that works of art which do not identify a commercial business, establishment, product or service and which are not thematically linked to a commercial business, establishment, product or service, will not be considered a sign regulated by this Article.

D. Onsite-Offsite Distinction. Within this Article, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to noncommercial messages.

**801.12 INTERPRETATION OF SIGN
GENERAL REGULATIONS**

A. Measurement

1. **Street Frontage.** Street frontages shall be considered separately for each street the lot fronts, measured by **duly recorded** property lines.

2. **Maximum Sign Area.** Maximum Sign area shall be **calculated for** the area of one side of the sign **when the sign has two or more equal sign faces**, of which only one is visible at a time from a particular view point. However, when a given sign displays more than one copy face to the public, then the area shall be the maximum cumulative total of all faces visible to a viewer at a particular view point.

3. **Measurable Area.** Measurable area of the **sign face** is the area within the outer boundaries of standard geometrical shapes, primarily squares, rectangles, and circles, containing and defined by the extreme reaches of information or graphic parts of the sign face. In the case of statuary or three dimensional signs, area shall be measured by a photograph or scale accurate drawing of the sign, and then computing the two dimensions of the sign photo.

4. **Maximum Height.** Height is measured from the point at which the sign and supports are attached to the ground **(original grade)**, measured to the highest point on the top of the sign, **including extensions, riders, streamers, etc.**

~~a. **Appeal of Interpretation.** All administrative interpretations of sign regulations may be appealed to the Board of Adjustment. Where necessary, the Board may consider not only the current or intended uses of a sign but also its past use. It shall be the obligation of the sign owner to furnish records concerning the past use, if requested by the board.~~
(Moved to 801.07.B.)

SEC. 801.6 GENERAL REGULATIONS

B. Design and Construction

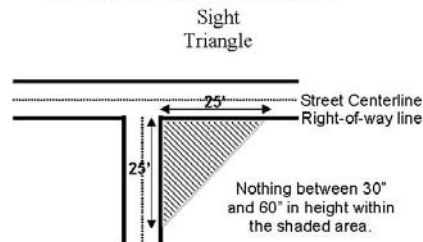
1. **Code Compliance.** All signs shall comply with applicable provisions of the ICC Building Code and the National Electrical Code, **the requirements of this Article, and the other applicable laws, rules regulations and policies.**

2. **Materials.** Signs shall be constructed of permanent materials and permanently affixed to the ground or building except for ~~the following signs:~~

- a. Temporary signs meeting the regulations elsewhere in this Article.
~~Real estate signs.~~
~~Construction signs.~~
- b. Window signs.
~~Yard sale signs, political and election signs.~~

C. **Sight Triangle.** No sign shall **be installed to** constitute a hazard to traffic including, but not limited to signs located within the sight triangle of an intersection.

The sight triangle is defined by a triangular area formed by a diagonal line connecting two points on intersecting street rights-of-way, measured 25' along each right-of-way starting at the intersection point.



D. **Maintenance.** All signs, to include permanent and temporary signs and signs that do and do not require a permit, shall be maintained in good condition, kept free of cracked or peeling paint, missing or damaged sign panels or supports, and weeds, grass or vegetation which obscures the view of the sign message. Sign landscaping shall be maintained so as not to interrupt the view of the sign.

E. **Obstructions.** No sign shall block **or impede** entrances or exits to buildings to include windows, doors, and fire escapes.

F. In public right-of-way. No sign, including supports, frames, and embellishments, shall be located within a public right-of-way and/or attached, affixed, or painted on any utility pole, light standard, utility box or pedestal, tree, rock, or other natural object located within the public right-of-way or on public property, except as specifically permitted in this Article. Generally, signs located away from the street behind the sidewalk or utility poles shall be considered to be located outside the public right-of-way.

F. Illumination

1. **Source.** Signs may be illuminated from within or from an external source, but such illumination shall be in a manner which avoids glare or reflection which in any way interferes with traffic safety. External illumination is preferred.
2. **Internal Illumination.** Internally illuminated signs in all districts shall have an opaque background and translucent copy.
3. **External Illumination.** External illumination shall be selected, located, aimed and shielded so that direct illumination is focused solely on the sign face, away from adjoining properties and the public street right-of-way. Down lighting is preferred.
4. **Strung Lights.** Signs shall not be illuminated by a string of lights placed around the sign.
5. **Temporary Signs.** Temporary signs, whether allowed with or without a temporary sign permit, shall not be artificially illuminated.

G. Changeable Copy Signs. Manual changeable copy signs and electronic changeable copy signs message centers (EMC's) shall be allowed subject to the following:

1. **Maximum Area.** No more than 50% of the measureable area of a sign shall be devoted to changeable copy except for signs for theaters for land uses characterized by public assembly and periodically changing programs, such as theaters (live or film), convention centers, concert facilities, religious facilities, etc., which may devote up to

80% of a sign measureable area to changeable copy.

2. Animation. Messages, images and slides shall be static. In no instance shall changeable copy signs produce fluctuating illumination or animation as prohibited in Sec. 801.16 C Fluctuating Illumination.

3. Copy Rotation Each message, image or slide shall be displayed for at least 3 five (5) seconds before alternating to the next message without violating Sec. 801.16 C Fluctuating Illumination. Messages shall be permitted to scroll from one direction onto the message board so long as the message remains on the message board for at least 3 five (5) seconds before scrolling off.

4. EMC Illumination. The illumination of electronic message centers or digital displays must meet the requirements below.

a. Measurement Criteria. The illuminance of an EMC or digital display shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off and again with the EMC displaying a white image for a full color capable EMC or a solid message for a single color EMC. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total square footage of the EMC in the table below.

Sign Area and Measurement Distance					
Sign Area	Measure Distance	Sign Area	Measure Distance	Sign Area	Measure Distance
10	32	70	84	150	122
15	39	75	87	160	126
20	45	80	89	170	130
25	50	85	92	180	134
30	55	90	95	190	138
35	59	95	97	200	141
40	63	100	100	220	148
45	67	110	105	240	155
50	71	120	110	260	161
55	74	130	114	280	167
60	77	140	118	300	173

65	81	150	122	
For signs with an area in square feet other than those specifically listed in the table, the measurement distance may be calculated with the following formula:				
Measurement Dimensions = $\sqrt{\text{Area of Sign (sq. ft.)} \times 100}$				

b. EMC Illumination Limits. The difference between the off and solid-message measurements using the EMC measurement criteria above shall not exceed 0.3 footcandles above ambient light. Documentation shall be provided at time of permit issuance certifying the EMC will not exceed this limit.

c. Dimming Capabilities. EMC's and digital displays shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements. Upon the City's request, EMC devices shall be turned off during times of energy shortage or civil emergency.

H. Nonconforming, ~~Obsolete,~~ and ~~Unpermitted Signs.~~ Signs which were lawful at the time of their construction or placement but are not in conformance with current regulations shall be permitted to be maintained as nonconforming signs until such time that the sign is damaged or in a state of disrepair ~~or with a change of use of the site~~ **beyond 50% of current repair or replacement cost, or the sign is proposed for major alteration or replacement.** At that time, the sign shall be replaced with a sign compliant with ~~these regulations~~ **this Article.**

I. Banners. All banners allowed in this Article shall be attached to a permanent sign or building. If no permanent sign or building is available, the Director may approve another method of installation that creates a frame around the banner.

801.13 SIGNS ~~PERMITTED~~ **ALLOWED** WITHOUT A **SIGN PERMIT**

A. Sign Types Allowed. The following signs ~~shall be permitted~~ **may be installed, mounted and displayed** in all zoning districts without a sign permit, subject to the rules and conditions applicable to each sign type and located in such a manner that meets the intent and purpose of this Article. ~~No sign permit shall be required.~~

A. ~~Art.~~ Works of art which ~~do not identify a commercial business, product or service.~~

B. Construction signs.

~~1. Residential districts~~ **lot.**
~~Construction signs on individual lots in residential districts, subject to the following regulations:~~

~~a. Number permitted. One construction sign per street frontage.~~

~~b. Maximum area. Six (6) square feet.~~

~~c. Maximum height. Six (6) feet.~~

~~d. Removal. The sign shall be removed prior to the issuance of a Certificate of Occupancy or upon completion of the project.~~

~~2. Residential districts~~ **subdivision.**
~~Construction signs for a subdivision in residential districts, subject to the following regulations:~~

~~a. Number permitted. One per street frontage of subdivision.~~

~~b. Maximum area. Thirty-two (32) square feet per sign face.~~

~~c. Maximum height. Twelve (12) feet.~~

~~d. Removal. The construction sign shall be removed within 7 days of erection of a permanent subdivision sign.~~

~~3. Non-residential districts.~~
~~Construction signs in non-residential districts, subject to the following regulations:~~

~~a. Number permitted. One per street frontage.~~

- ~~b. **Maximum area.** Thirty-two (32) square feet per sign face.~~
- ~~c. **Maximum height.** Twelve (12) feet.~~
- ~~d. **Removal.** The construction sign shall be removed prior to obtaining a certificate of occupancy or erection of a permanent sign, whichever comes first.~~
- C. Farm signage.** Signs on farms of at least five acres in size and registered with the U.S. Department of Agriculture's Farm Service Agency (FSA) advertising sale of products grown or produced on the premises.
- D. Flags.** U.S., State, Municipal, or Corporate Flags. The United States flag shall be flown consistent with the federal flag code (U.S. Code Title 43 Chapter 1 - The Flag).
- 1. Handheld carried noncommercial signs.** Handheld signs are allowed to display any protected noncommercial message but may not be used for general advertising for hire.
- 5. ~~Historic markers.~~** Attached or freestanding historic or memorial markers erected by a governmental agency or private, nonprofit historic preservation or education organization pursuant to a plan or program for the erection of such signs or markers applied on a national, state or county wide basis or to properties within a duly authorized local historic district. Such plan or program must employ uniform standards of eligibility and the sign or marker must commemorate a person, building, place or event or historical, civic, cultural, natural historical, scientific, or architectural significance. Historical markers are subject to the following regulations:
 - 1. ~~Maximum area.~~**
 - ~~Freestanding: Eighteen (18) square feet.~~
 - ~~Wall: Six (6) square feet.~~
 - 2. ~~Materials.~~** Each such sign or marker shall be made of cast metal, cut masonry, painted wood or metal or other similar weather proof material.
- 6. ~~Holiday decorations.~~** Temporary lighting and displays that are part of

customary holiday decorations, subject to the following regulations:

- ~~4. **Time period.** Displays and lighting associated with holiday celebrations shall not be illuminated before November 1, and shall not be illuminated after January 15.~~
- ~~5. **Subject.** Such decorations shall not contain a commercial message.~~
- ~~6. **Location.** Such signs shall not be located in the right of way.~~
- H. Identification signs.** Customary identification signs, such as: building numbers, addressee, private parking signs, no trespassing signs or dangerous animal signs that are no larger than three (3) square feet in area per sign.
- 2. Incidental or directional signs.** Incidental three (3) square foot signs are allowed to display any protected noncommercial message but may not be used for general advertising for hire, those that give information or direction for the convenience and necessity of the public, such as "entrance", "exit", "no admittance", "telephone", or "parking, subject to the following regulations:
 - 1. ~~Maximum area.~~** Three (3) square feet
 - 2. ~~Maximum height.~~** Four (4) feet.
 - 3. ~~Subject.~~** Such sign shall not contain any logos.
- 3. Interior signs.** Signs visible only from the interior of a structure, such as in a mall, where they are not visible from a public right of way or public space. Non-legible interior signs are allowed.
- 4. Temporary Signs.**
 - a. Residential Uses.** Each legal dwelling unit may have a total display area (cumulative of all temporary signs on the lot) of 24 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
 - b. Non-residential Uses.** Each non-residential establishment may have a total display area (cumulative of all temporary signs

on the lot) of 36 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.

- ~~5. **Non-legible.** Any sign not legible either from any public right of way or from any lot or parcel other than the parcel on which such signs are located or from an adjacent lot or parcel under common ownership with the lot or parcel on which such sign is located. Such signs shall meet the following conditions:~~

~~1. **Maximum area.** Thirty two (32) square feet.~~

~~2. **Maximum height.** Six (6) feet, if freestanding.~~

- ~~6. **Non-profit announcements.** Announcements by public or non-profit organizations of fund raising events, special events or activities of interest to the general public, other than political signs, subject to the following regulations:~~

~~1. **Maximum area.**~~

~~Residential: Six (6) square feet~~

~~Non residential: Thirty two (32) square feet~~

~~2. **Maximum number permitted.** One per lot.~~

~~3. **Time period.** Signs may be erected up to two (2) weeks prior to the event.~~

~~4. **Removal.** Signs shall be removed within three (3) days after the event.~~

~~5. **Banner attachment.** Banners shall be attached to a fixed structure, either a building or freestanding sign.~~

~~6. **Permitted special event signs.** When a property owner agrees to allow a non-profit announcement on their property, such sign shall not count toward the special sales event and promotion signs permitted in Sec. 801.10 A.~~

- ~~7. **Political signs.** Temporary political signs erected in connection with elections or political campaigns, subject to the following regulations:~~

~~1. **Maximum height.** Eight (8) feet.~~

~~2. **Location.** Political signs are prohibited on utility poles and may not obstruct driver's vision clearances at an intersection. Such signs shall not be placed in public right of ways.~~

~~3. **Time period.** Political signs shall not be posted earlier than sixty (60) days prior to a primary, general or special election.~~

~~4. **Removal.** Such signs shall be removed within three (3) days after the election.~~

~~8. **Public notice.** Any public notice or warning required by valid and applicable federal, state or local law, regulation or ordinance.~~

~~9. **Public park signs.** Signs in public parks of a noncommercial nature erected by a government agency such as directional signs, rules signs, safety signs or site identification signs that are no greater than eight (8) feet in height.~~

~~10. **Public sign.** Any federal, state or local traffic control or other public sign.~~

~~11. **Real estate signs - residential.** Real estate signs in residential districts.~~

~~1. **Generally.**~~

~~(a) **Location.** No real estate signs shall be located in the public right of way. If the right of way cannot be determined, signs shall be placed behind sidewalks and/or utility poles.~~

~~(b) **Removal.** Signs for properties for sale shall be removed within 72 hours of property closing.~~

~~2. **On-site signs.** On-site real estate signs in residential districts, subject to the following regulations:~~

~~(a) **Maximum area.** Without a rider: six (6) sq. ft.; with riders: eight (8) sq. ft.~~

~~(b) **Maximum height.** Six (6) feet.~~

~~(c) **Maximum number permitted:**~~

~~Freestanding One (1) per street frontage.~~

~~Wall One (1) per dwelling unit.~~

~~(d) Riders permitted. Two sign riders are permitted as long as the maximum sign area does not exceed eight (8) square feet.~~

3. Off-site signs. Off-site directional real estate signs for the sale or rent of residential property, subject to the following regulations:

~~(a) Maximum area. Two (2) square feet for a single user, or four (4) square feet when shared by multiple projects.~~

~~(b) Maximum height. Four (4) feet.~~

~~(c) Maximum number permitted. Four (4) directional real estate signs per project (or per property when a single dwelling is for sale or rent); in order to avoid the placement of a series of signs along several miles of roadway.~~

~~(d) Location. Directional signs shall be placed no farther than two (2) road miles from the project or property for which directions are given.~~

~~(e) Intersections. Up to two (2) directional signs are allowed at intersections. However, each user is allowed only one (1) sign per intersection. Therefore, each of the signs must identify different users.~~

~~(f) Illumination. Off site directional real estate signs shall not be illuminated.~~

12. Real estate signs – non-residential. Real estate signs in nonresidential districts, subject to the following regulations:

1. Maximum area. Thirty two (32) square feet.

2. Maximum height. Eight (8) feet.

3. Maximum number permitted.

~~(a) Freestanding: One (1) per street frontage~~

~~(b) Wall: If the entire building is for sale or lease: one (1) per building façade.
If portions of the buildings are for sale or lease: one (1) per lease space.~~

13. Religious institution directional signs. Off-site signs directing a person to a religious institution shall meet the following conditions:

1. Maximum area. Six (6) square feet.

2. Maximum height. Eight (8) feet.

3. Maximum number permitted. Four (4) per religious institution.

4. Subject. Such signs may only bear the name and address of the church with direction and distance to the church.

5. Permission. Such signs require property owner permission.

14. Stadium signage. Commercial signs within City stadiums (High School Football and Baseball Stadiums).

15. Traffic control signs. Traffic control signs on private property such as "stop", "yield", and similar signs, the face of which meet Arkansas Department of Transportation standards, subject to the following regulations:

1. Maximum area. Eight (8) square feet.

2. Subject. Such sign shall not contain a logo or commercial message.

V. Vending machines, ATMS, gas pumps. Vending machines, automatic tellers, or gasoline pumps which display the name, trademark or logo of the company or brand or prices shall not exceed thirty-two (32) square feet in area per side. The display shall be an integral part of the machine or pump.

5. Window and Door signs. Any sign, pictures, symbol or combination thereof that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window shall **Window and door signs are allowed subject to a maximum area that does not exceed 40% of the window or door area.**

X. Yard sale signs – Individual. All such yard, garage, moving, rummage sale signs, subject to the following regulations:

a. Advertising. No signs shall be posted advertising said sale more than three (3) days prior to the sale. Signs shall be removed one (1) day after the

event. The sign shall include the address and date(s) of the sale.

- b. ~~Maximum area.~~ Six (6) square feet.
- c. ~~Maximum number permitted.~~ One (1) at the site of the sale and one (1) off-site directional sign.
- d. ~~Enforcement.~~ The Code Enforcement Officer shall have authority to remove the sign and issue a citation for any signs not in compliance with these regulations.
- e. ~~Location.~~ Signs shall be placed behind the sidewalk for streets with sidewalks and 10' behind the back of curb or edge of pavement for streets without sidewalks.

Y. Yard sale signs – Neighborhood.

1. ~~Definition.~~ A neighborhood yard sale sign shall be permitted to advertise for a neighborhood yard sale event whereby a minimum of three households within the same subdivision have individual yard sales simultaneously.
 2. ~~Display period.~~ No sign shall be posted advertising said sale more than 7 days prior to the sale. Signs shall be removed one (1) day after the event.
 3. ~~Display information.~~ Signs shall include the date(s) of the sale and, at a minimum, the site address of the coordinator of the event.
 4. ~~Maximum Area.~~ 32 square feet.
 5. ~~Maximum Number Permitted.~~ One per subdivision entry.
 6. ~~Location.~~ The signs shall be attached to a permanent subdivision entry sign. If no subdivision entry sign exists, the sign shall be attached to a fence or building near the subdivision entry.
- ~~AA. Individual Sales.~~ These regulations shall not prohibit the individual yard sale from advertising in compliance with 801.7 (X) above.
- ~~BB. Enforcement.~~ The Code Enforcement Officer shall have authority to remove the sign and issue a citation for any signs not in compliance with these regulations.
- (Ord. No. 2009-30, 4-14-09)

B. Additional Signs. In addition to any other allowed sign, the following signs may be installed, mounted and displayed without a sign permit when the current condition of the property meets any of the conditions below, subject to the corresponding rules and conditions. Maximum area is measured per sign face. Maximum height applies to freestanding signs only.

Property Condition	Land Use		Max. No.	Max. Area (sf)	Max. Height (ft)
	Res	Non-Res			
Property Under Construction	•		1 per street frontage of the lot	16	6
		•	1 per street frontage of the neighborhood or subdivision	32	12
Subdivision Under Construction	•	•	1 per street frontage of the lot or development	32	12
Property for Sale or Lease	•		1 freestanding per street frontage and 1 wall per dwelling unit	8	6
		•	1 freestanding per street frontage and 1 wall per lease space	32	8

C. Conformance with Other Regulations. All signs allowed without a permit shall conform to the clearance and encroachment regulations for suspended signs, projecting signs or freestanding signs depending on the method of installation and support.

**~~SEC. 801.8 SIGNS PERMITTED IN
PUBLIC RIGHT-OF-WAY
WITHOUT A PERMIT~~**

The following signs shall be permitted within public rights-of-way. No sign permit shall be required.

~~A. Emergency.~~ Emergency warning signs erected by a government agency, utility company, or a contractor doing work in a public right of way.

~~B. Public.~~ Public signs erected by the city, county, state or federal government.

~~C. Moveable sidewalk signs.~~ Moveable signs located on sidewalks within the street right of way in pedestrian-oriented commercial areas within the R-O, C-1, C-3, DC, and DE Districts, provided that all the following criteria are met:

~~1. Area.~~ The area consists of one or more contiguous blocks where at least 75% of the blockface contains buildings which abut the street sidewalk, and at least 50% of the buildings have space at the street level which consists of retail stores, shops and restaurants. Also, the sidewalk in the area must be wide enough to allow for at least six (6) feet of width for unrestricted pedestrian movement with the sidewalk signs in place.

~~2. Maximum height.~~ Four (4) feet.

~~3. Maximum width.~~ Two and one half (2 ½) feet, or 30% of the sidewalk width, whichever is less.

~~4. Illumination.~~ There shall not be any lighting allowed on the sign and the lettering shall be small enough to not be legible from automobile traffic on the street.

~~5. Detached.~~ The sidewalk sign shall be moveable, shall not be attached in any way to the sidewalk, and shall not be chained or attached in any way to street furniture, other signs, street trees, other landscaping, or other fixtures or appurtenances on or in the sidewalk.

~~6. Location.~~ Sidewalk signs shall also not be placed on any section of the sidewalk in a way that narrows the effective width of the sidewalk for

pedestrian movement purposes at that point to less than six (6) feet.

~~7. Encroachment agreement.~~ An encroachment agreement allowing for a sidewalk sign on the public right of way. As part of the encroachment agreement approval, each individual merchant desiring to utilize such signs, or, alternatively, the merchants association or community development agency representing such merchants collectively, shall produce a form of surety (insurance) acceptable to the City Street Department for sidewalks in the City, which protects the City or State from any liability resulting from injury or property damage caused by any such sign.

~~8. Removal.~~ Each sidewalk sign permitted under this section shall be removed each day by the close of business, and be replaced or removed when the appearance or condition of the sign deteriorates through damage, weathering, etc.

~~D. Subdivision.~~ Signs identifying a recognized community, subdivision or development provided that such signs were lawfully erected pursuant to an encroachment agreement, and are consistent with an approved overall sign plan, site plan or subdivision plat. Must be included in preliminary plat or large-scale development plan.

(signs in right of way are addressed in the new chapter for signs in public right of way)

801.14 SIGNS PERMITTED **ALLOWED** WITH A TEMPORARY SIGN PERMIT

The following temporary signs, as defined in this Article, may be installed, mounted, or placed on public display in all nonresidential districts only pursuant to a duly authorized and issued temporary sign permit, subject to the size, height and location regulations specified in this section. Erection of the following signs without a temporary sign permit is a violation of this Section.

A. ~~Special Sales Events and Promotions.~~

~~Temporary signs, such as banners, are those that are intended for a temporary use and are not permanently mounted. Temporary signs shall be permitted in all zoning districts for special sales events and promotions, subject to the following regulations: **Sign Types Allowed:** The following sign types are allowed as a temporary sign on nonresidential property: banners, wall signs, commercial mascots, yard signs, and projected images.~~

B. ~~Maximum number permitted per event.~~

~~Only one (1) sign shall be allowed per business per special sales event or promotion. **Maximum Area.** 32 square feet, cumulative of all temporary signs on a lot, exclusive of noncommercial speech.~~

C. **Display period.** The temporary sign shall be displayed for not more than 15 consecutive **calendar** days.

D. **Maximum Number permitted Allowed Per Year.**

~~Each business site establishment may be issued only four (4) permits for a temporary sign within a 12 month period **each calendar year**. Each 12 month period shall begin with the issuance of the first permit and shall expire 12 months from that date. New businesses shall be permitted one additional special event sign per wall up to 6 consecutive months to announce the opening of the business, subject to the maximum area of 32 square feet per sign. Signs announcing employment opportunities for an on-site business shall be exempt from this requirement, subject to the maximum area of 32 square feet per sign.~~

E. **Banners, (banners addressed on pg. 801-9)**

2. ~~**Maximum area.** 32 square feet.~~

3. ~~**Display location.** The temporary banner shall be attached to the~~

~~building or a permanent freestanding sign.~~

5. ~~Freestanding.~~

a. ~~**Maximum area.** 6 square feet.~~

b. ~~**Display location.** Private property and outside of the right-of-way and sight triangle.~~

6. ~~**Subject.** The temporary sign shall be for a special sales event or promotion, not a routine business activity.~~

7. ~~**Exception.** This section shall not affect signs regulated in Sec. 801-7 Non-profit announcements for public and non-profit events.~~

E. **Conformance with other regulations.**

The temporary sign shall conform to the **clearance and encroachment** regulations for suspended signs, projecting signs or freestanding signs depending on the method of installation and support.

~~**B. Vertical Streetscape Banners.** Vertical streetscape banners placed along thoroughfares to enhance the visual aesthetics of the streetscape typically attached to a street light pole are permitted, subject to the following regulations:~~

~~1. **Locations.** Vertical streetscape banners may be located within the Downtown Redevelopment District, in a City Council approved Business Improvement District, or other locations as approved by City Council.~~

~~2. **Applicants.** Eligible applicants include non profit organizations, charitable, or civic organizations, to include but not limited, to an approved Business Improvement District, Downtown Bentonville, Inc, Bentonville Convention and Visitor's Bureau, City of Bentonville, and Bentonville / Bella Vista Chamber of Commerce.~~

~~3. **Subject.** Such signs shall be solely decorative, noncommercial or promote a special public or non-profit event and shall not display a logo, message, statement, or expression relating to commercial interests.~~

- ~~4. **Size.** Each banner shall not exceed a maximum size of 2 ½' in width and 5' in length.~~
- ~~5. **Attachment.** Each banner shall be individually attached to an existing pole, mast arm or other permanent structure. Any vertical streetscape banners proposed to be attached to a city street light shall be installed by the Electric Department. No more than two banners, on opposing sides, may be mounted to each light pole.~~
- ~~6. **Display period.** Banners for events shall not be placed earlier than two weeks prior to the event and shall be removed within 3 days after the event. All other banners may remain in place for up to a year if they do not become torn, faded, loose or otherwise in disrepair.~~
- ~~7. **Multiple banners.** An overall signage plan shall be approved when multiple vertical streetscape banners are placed on a lot or street section. All banners on the same lot shall be consistent in terms of colors and materials used.~~

(vertical streetscape banners are addressed in the new chapter for signs in public right of way)

801.15 SIGNS ~~PERMITTED~~ ALLOWED WITH A SIGN PERMIT

The following signs ~~are allowed~~ may be installed, mounted, or placed on public display only pursuant to with a duly authorized and issued sign permit, subject to the size, height, area and location regulations specified in this Section. A common signage plan is required in accordance with SEC. 801.09 Common Signage Plan. Erection of the following signs without a permit is a violation of this Section.

A. Height and Area Regulations

Zoning District	Sign types permitted	No. of signs permitted	Max. Height (sign structure)	Maximum Sign Area (per sign face)
A-1 RE R-1 R-2 R-3 R-4 RRD RC-2 RC-3	Monument—Subdivisions and Multifamily	2 / street entrance	5 ft.	32 sq. ft.
	Monument—Nonresidential use	1 / street entrance	6 ft.	32 sq. ft.
	Wall—Residential use	1 / building	No maximum	4 sq. ft., non-illuminated
	Wall—Nonresidential use	1 / building	No maximum	25 sq. ft.
R-O	Monument	1 / lot	6 ft.	32 sq. ft.
	Wall	1 / building	No maximum	4 sq. ft.
C-1	Monument	1 / street frontage	6 ft.	32 sq. ft.
	Wall	1 / wall For lease spaces; 1 / wall of lease space	No maximum	15% of wall area (includes canopy, awning, window, and door signs.) A minimum of 25 sq. ft. of wall area permitted.
	Awnings	1 / lease space	No maximum	32 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Canopies	1 / canopy face	Fuel: 42" Other: 2'	42 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Projecting or Suspended	1 / lease space	No maximum	Projecting: 40 sq. ft.; Suspended: 4 sq. ft.

C-2 C-4 PUD I-1 I-2	Monument- single-tenant	1 / street frontage	8 ft.	60 sq. ft.
	Monument— multiple-tenant	1 / street frontage	12 ft.	100 sq. ft.
	Wall	1 / wall For lease spaces, 1 / wall of lease space	No maximum	15% of wall area (includes canopy, awning, window, and door signs.) A minimum of 25 sq. ft. of wall area permitted.
	Awnings	1 / lease space	No maximum	32 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Canopies	1 / canopy face	Fuel: 42" Other: 2'	12 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Marquee	1 / building	8 ft.	100 sq. ft.
	Projecting or Suspended	1 / lease space	No maximum	Projecting: 40 sq. ft.; Suspended: 4 sq. ft.
C-3	Monument	1 / street frontage	6 ft.	32 sq. ft.
C-3 DC DE	Wall	1 / wall For lease spaces, 1 / wall of lease space	No maximum	15% of wall area (includes canopy, awning, window, door and roof signs.) A minimum of 25 sq. ft. of wall area permitted.
	Awnings	1 / lease space	No maximum	32 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Canopies	1 / canopy face	Fuel: 42" Other: 2'	12 sq. ft. (Shall be deducted from the maximum allowable area of wall signs.)
	Marquee	1 / building	8 ft.	100 sq. ft.
	Projecting	1 / lease space	No maximum	40 sq. ft.
	Suspended	1 / lease space	No maximum	4 sq. ft.
	Roof	1 / building (if building is 3 or more stories)	No maximum	Deducted from the amount of wall signs permitted.

Sign Type	ZONING								Use	No. Allowed	Max. Height	Max. Area (per sign face)
	A1, RE R1, R2, R3, R4, RC-2, RC-3 PRD	RO	C1	C2	C3	DC & DE	M & I2	PUD				
Monument-Freestanding	•								Subdivision & Multifamily	2 / street entrance	5 6 ft.	32 sq. ft.
	•								Nonresidential	1 / street entrance	6 ft.	32 sq. ft.
		•							All	1 / lot	6 ft.	32 sq. ft.
			•						All	1 / street frontage	6 ft.	32 sq. ft.
				•			•	•	Single tenant	1 / street frontage	8 ft.	60 sq. ft.
				•			•	•	Multiple tenant	1 / street frontage	12 ft.	100 sq. ft.
					•				All	1 / street frontage	6 ft.	32 sq. ft.
Wall	•	•							Residential	1 / building	No-max- 1 ft. above roof peak	4 sq. ft., non-illuminated
	•	•							Nonresidential	1 / building	No-max- 1 ft. above roof peak	25 sq. ft.
			•	•	•	•	•	•	All	1 / wall <u>OR</u> 1 / wall of each lease-space suite	No-max- 1 ft. above roof peak	15% of wall area* (includes awning, window, door, canopy, projecting and roof signs), 25 sq. ft. min. allowed
Awning			•	•	•	•	•	•	All	1 / lease-space awning face	No Max.	32 sq. ft. * must be included as part of the maximum area allowed for wall signs.
Canopy			•	•	•	•	•	•	All	1 / canopy face	No Max. Feet: 4'-2' Other: 2'-	12 sq. ft. * must be included as part of the maximum area allowed for wall signs.
Projecting			•	•	•	•	•	•	All	1 / lease-space wall <u>OR</u> 1 / wall of each suite	No Max.	40 32 sq. ft. * must be included as part of the maximum area allowed for wall signs.
Roof					•	•			Buildings 3 or more stories	1 / building	Max. height allowed in the district	32 sq. ft. * must be included as part of the maximum area allowed for wall signs.
Suspended			•	•	•	•	•	•	All	1 / lease-space suite	No Max.	4 sq. ft.
Marquee					•	•	•	•	All	1 / building	8 ft.	100 sq. ft.

B. Awning and Canopy Signs. An awning sign is a sign that is part of a fabric or other non-structural awning. Awning signs shall be permitted for nonresidential uses in the C-3, DC and DE zoning districts and for nonresidential zoning districts subject to the following regulations:

1. **Placement.** The sign shall be placed flat against the surface of the awning structure to which it is attached and shall not extend beyond the edges of structure to which it is attached.
2. **Clearance.** The sign awning or canopy upon which the sign is placed shall maintain a clearance of eight (8) feet above a public right-of-way, sidewalk, (C-3, DC, and DE zoning districts only) or front yard.
3. **Setback.** The sign awning or canopy upon which the sign is placed may not extend into a required front yard more than six (6) feet and shall not be no closer than two (2) feet, measured in horizontal distance, from the curb line of any street.
4. **Right-of-way.** The sign shall not extend into the right of way (except C-3, DC, or DE zoning districts) *(addressed in the new chapter for signs in right of way)*
5. **Fabric awnings.** Any fabric awning valance may not extend more than 4 feet below the rigid mount of the awning.

C. Canopy Signs. A canopy sign is a sign on or attached to any overhead protective structure that is constructed in such a manner as to allow pedestrians and vehicles to pass under. Canopy signs shall be permitted in nonresidential zoning districts, subject to the following regulations:

1. **All canopies.** In no case shall the sign extend beyond the vertical edge of the canopy to which it is attached.
2. **Fuel canopies.** Signage for fuel canopies shall be limited to logo signs.

C. Monument Freestanding Signs - Nonresidential Districts. Monument Freestanding signs allowed in non-residential districts are subject to the following regulations:

1. **Buffer areas.** The signs may be placed within the required buffer area or within other landscaped areas *(relocated to setback section below)*
1. **Monument Style:** Freestanding signs shall be designed to meet the definition of a monument sign, with the exception of signs adjacent to I-49 as regulated in this Section. No air space shall be visible within or between any portion of the sign display area and sign structure.
2. **Sign Setback** Freestanding signs shall meet the setback requirements in the table below. Freestanding signs may be placed within the required buffer area or within other landscaped areas required in Article 1400 Landscaping, Screening and Buffering of the Subdivision Code.

Condition	Min. setback from property line
Sign area of 32 sq. ft. or less	5 ft.
Sign area more than 32 sq. ft.	10 ft.
Sign adjacent to residential property	25 ft.

3. **Sign Landscaping.** All non-residential freestanding signs require:
 - a. A defined landscaped area at the base of the sign.
 - b. The required landscaped area shall be parallel to the face[s] of the sign.
 - c. The required landscaped area shall be at least 50 square feet in area.
 - d. For signs with multiple faces, the landscaped area shall be allocated so that a portion of the required landscaping is located in front of each sign face.
 - e. If the size of the site imposes practical difficulties on the placement of the plant materials, the

Community Development Department may make adjustments in these regulations.

- f. The required landscaped area shall contain materials such as, but not limited to lawn grass or herbaceous groundcovers such as juniper or liriope, etc., vegetative ground covers, perennials, shrubs, and ornamental trees covering at least 50% of the defined landscaped area at maturity.
- g. Paving and artificial plant materials shall not be included in fulfilling this requirement.
- h. A plan of the landscaped area with the name, quantity, and spacing of plant materials shall be included as a part of the sign permit application.

4. Additional signs.

- a. *Street frontage over 300 feet.* One (1) additional sign may be allowed by the Community Development Director or his or her designee for a street frontage that exceeds 300 feet. If two signs are placed on a single street frontage, no individual sign shall exceed 80 square feet in area and there shall be a minimum of 150 linear feet between the signs. The Community Development Director, in making a determination shall consider the approval standards found in Sec. 801.9 D.4(e) below. Each sign must meet all other regulations for free standing signs. (moved to "b" below)
- b. *Medical facilities.* The Community Development Director or his or her designee may approve additional freestanding signs for medical facilities containing 250 beds or more, subject to the following regulations:
 - i. The information contained on the sign must relate to medical facility services;
 - ii. Each sign shall not exceed 12 feet in height and 50 square feet in area;

iii. The number of signs allowed shall not exceed a ratio of 1 sign per 150 feet of medical facility property street frontage measured on the street on which the signs are to be located; and

iv. All signs associated with the medical facility shall be approved as part of a common signage plan in conformance with the regulations of Sec. 801.2 Common Signage Plan prior to the issuance of any sign permits.

- b. *Considerations for approval of additional signs.* In making a determination to approve additional signs, the Community Development Director shall consider the following standards:

- i. Each sign meets all other regulations for freestanding signs.

- ii. The signs comply with other applicable provisions of the ordinance; this Article, including its purpose.

iii. The views of adjacent properties or from adjacent properties are not impaired; (addressed in the "Purpose" section on pgs. 801-1 and 801-2)

iv. The signs do not interfere with public utilities, government uses, transportation, and landscaping; (addressed in the "Purpose" section on pgs. 801-1 and 801-2)

- ii. The width of the street, the traffic volume, and the traffic speed warrant the proposed signage; and

v. The signs do not pose a hazard to public safety; (addressed in the "Purpose" section on pgs. 801-1 and 801-2)

- 5. **Adjacent to I-540.** When the property on which the sign is located is within 500 feet of Interstate 540 49 between Exit 85 (southbound entrance ramp) and Exit 86

(southbound exit ramp) and the use caters to travelers (i.e. hotels, restaurants, gas stations, etc.), freestanding pole signs are allowed up to 70' in height for restaurants, hotels, motels and fuel sales establishments are allowed and up to 100 square feet in sign area.

6. Materials. The sign display area shall be completely enclosed with materials that match the façade of the principal use or similar quality, color and texture as the primary masonry materials used in the exterior finish of the primary structure on site.

7. Design. The top of the sign display area shall be located a minimum of twelve (12) inches below the top of the sign structure. No air space shall be visible within or between any portion of the sign display area and sign structure.

D. Monument Freestanding Signs - Residential Districts. Monument Freestanding signs allowed in residential districts are to identify residential subdivisions, PUD's, PRD's or multifamily developments shall be permitted in all residential districts subject to the following regulations:

1. Monument Style. Freestanding signs shall be designed to meet the definition of a monument sign. No air space shall be visible within or between any portion of the sign display area and sign structure.

2. Subject. No commercial message shall be placed on subdivision or multifamily identification signs.

3. Permanent feature. Identification signs shall may be incorporated into a permanent landscape feature such as a wall, fence, or masonry column, subject to maximum area requirements.

E. Marquee, Projecting and Suspended Signs. A marquee is a sign used to identify a theater or a sign projected over the entrance to a theater. Marquee signs shall be permitted in commercial zoning districts. Marquee, projecting and suspended signs are subject to the following regulations:

1. Extending above wall. The sign may not extend above the top of the wall to which it is attached, except that a sign 18 inches or less in width and perpendicular to such wall may extend up to a maximum of two (2) feet beyond the top of the wall.

2. Clearance. The sign shall maintain a vertical clearance over a public right-of-way, sidewalk or front yard of at least eight (8) feet.

3. Setback. No marquee The sign may not extend into a required front yard more than six (6) feet and may be no closer than two (2) feet, measured in horizontal distance, from back of curb line of any street.

4. Length. The sign may extend the full length of the marquee on theaters, auditoriums and assembly halls.

G. Noncommercial Signs. Noncommercial signs are allowed in all districts and may be substituted for any sign expressly allowed under this ordinance. Noncommercial signs are subject to the same permit regulations, restrictions on size and type, and other conditions and specifications as apply to the sign for which they are being substituted. (moved to Basic Policies on pg. 801-6.)

H. Projecting Signs. A projecting sign is a sign that forms an angle with the building that extends from the building and is supported by the building. Projecting signs shall be permitted in nonresidential zoning districts, subject to the following regulations:

4. Extending above wall. The sign may not extend above the top of the wall to which it is attached, except that a sign 18 inches or less in width and perpendicular to such wall may extend up to a maximum of two (2) feet beyond the top of the wall.

- ~~2. **Setback.** The sign may not extend into a required front yard more than six (6) feet and no closer than two (2) feet measured in horizontal distance from back of curb of any street.~~

(combined with "E" above)

- ~~I. **Roof Signs.** A roof sign is higher than the roof to which it is attached. Roof signs shall be permitted on buildings of three (3) stories or more in the Central Business District (C-3, DC or DE zoning districts) or in the Downtown Redevelopment District. Multiple signs shall have uniform graphics or lettering styles. *(addressed in table on pg. 801-19)*~~
- ~~J. **Suspended Signs.** A suspended sign is a sign attached to the underside of a horizontal plane or arm and is supported by the horizontal plane. Suspended signs shall be permitted in all nonresidential zoning districts, subject to the following regulations:~~
- ~~1. **Clearance.** The sign shall allow an eight (8) foot clearance to the walking surface.~~
- ~~2. **Setback.** No sign shall be closer than two (2) feet measured in horizontal distance, to the curb line of any street.~~

(combined with Sec. "E" on pg. 801-22)

F. Wall Signs - Nonresidential Districts

~~(Includes Window Signs). A wall sign is any sign, other than a projecting or suspended sign, that is attached to or painted on any wall of any building. Wall signs shall be permitted in nonresidential zoning districts;~~
are subject to the following regulations:

- 1. Extending beyond building.** The sign shall not extend more than 12 inches beyond the building, except in the case of a sign on the lower slope of a roof or a canopy roof, where the sign may extend the distance required to make the sign vertical.
- 2. Extending beyond wall.** The sign may not extend beyond the edges of the wall to which it is attached, except when the sign is contiguous on two (2) adjacent walls of the same building, the connecting portion may extend to but not beyond the face of the adjoining portion.
- 3. Calculating sign area.** The total sign area for wall signs shall be the sum of all signs on the wall including signs on the wall surface, signs affixed to the wall parallel and in the same plane as the wall, signs on awnings or canopies, window signs, door signs, **projecting signs**, signs on the lower slopes of roofs or canopy roofs, and signs on parapets above roofs.

801.16 PROHIBITED SIGNS NOT PERMITTED

The following signs shall be prohibited, and may neither be erected nor maintained, unless otherwise specifically allowed within this Article.

A. Generally Prohibited. The following signs and methods of drawing attention, as defined in this Article, are prohibited:

1. Air-activated graphics;
2. Pole signs;
3. Rotating or revolving signs;
4. Commercial handheld signs;
5. Portable message center signs.

B. Signs in Public Right-of-Way. No sign, including supports, frames, and embellishments, shall be located within a public right-of-way and/or attached, affixed, or painted on any utility pole, light standard, utility box or pedestal, tree, rock, or other natural object located within the public right-of-way or on public property, except as specifically allowed in this Article and Article 802 Signs on City Property and Public Right-of-Way.

C. Fluctuating illumination. Signs, or any means of advertising, with the illusion of movement by means of a preprogrammed repetitious sequential switching of action in which illuminated elements of the sign are turned off or on to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns. Illumination of attraction devices or signs that fluctuates in light intensity shall be prohibited. Signs that operate or employ any motion picture projection in conjunction with any advertisements shall be prohibited. Changeable copy shall be permitted so long as it is in compliance with Sec. 801.6.G.

D. Obsolete signs. Obsolete signs or signs which have broken supports or are overgrown with vegetation.

E. Off-site signs Billboards. Off-site signs are signs that direct attention to a business, commodity, service or entertainment not

conducted, sold or offered on the premises where the sign is located. Off-site signs include any sign which has been used as an off-site sign at any point after February 27, 2001. Billboards are prohibited with the exception of the following:

Exceptions. This provision shall not prohibit the following signs:

1. Off-site signs Billboards that existed on or before February 27, 2001 in the City of Bentonville;
2. Off-site signs Billboards that are located along federal aid primary highways or interstate highways for which sign compensation is regulated by state and federal law;
3. Off-site signs Billboards that were erected and are permitted allowed and maintained in compliance with state regulations and this ordinance; and
4. Off-site signs Billboards specifically permitted within this ordinance. Article.

F. Portable signs. Any sign not permanently attached to the ground or other permanent structure, including but not limited to signs: with attached wheels; converted to A- or T-frame signs; menu and sandwich board signs; gas, air or hot air filled displays; and hand-carried signs promoting a commercial interest (moved to Generally Prohibited on this page)

E. Vehicle signs-Mobile Billboards. Signs attached to or painted on vehicles including automobiles, trucks, boats, campers, and trailers. Mobile billboards which are parked on or otherwise utilizing a public right-of-way, public property or on private property so as to be intended to be viewed from a vehicular right-of-way for the basic purpose of providing advertisement for products or services or directing people to a business or activity general advertising for hire and not used for normal business operations. This definition regulation is not to be construed to include those signs that identify a firm or its principal products on a vehicle or such advertising devices as may be attached to and within the normal unaltered lines of the vehicle of a licensed transit carrier, when and during that period of time said vehicle is regularly and customarily used to

traverse the public highways during the normal course of business. See Art. 601.9 for regulations regarding commercial vehicles in residential zones.

- ~~G. Rotating or revolving signs. (moved to Generally Prohibited on pg. 801-24)~~
- ~~H. Strung lights. Lights strung across buildings or property, except those allowed under Sec. 801.7.G Holiday Lighting. (addressed in Illumination on pg. 801-8)~~
- ~~I. Windblown. Fluttering, spinning, windblown or inflated devices including pennants, propeller discs, and balloons. Flags, other than governmental or corporate, are prohibited. (moved to Generally Prohibited above – air activated graphics)~~
~~Exception: Balloons shall be permitted for three (3) consecutive days for a grand opening event.~~
- ~~F. Others not Exempt. All other signs which are not expressly exempt from regulation and/or expressly permitted allowed under this section. Article.~~
- ~~G. Pole Signs. Any sign that meets the definition of "pole sign" in Article 204. Definitions shall not be permitted, with the exception of those expressly permitted within this chapter. (moved to Generally Prohibited on pg.801-24)~~

801.17 DIGITAL BILLBOARDS (Ord. No. 2010-43, 06-22-2010)

Digital billboards (smartboards) shall be permitted subject to acquiring a conditional use permit as set forth in Art. 301.4 Conditional Uses and meeting the following regulations.

- A. Replacement Ratio.** Digital billboards shall only be permitted to replace existing legally nonconforming off-site signs **billboards** at a ratio of **by removing one digital billboard face two and a half (2 ½) square feet of display area of existing legal nonconforming billboards for every four (4) existing legally nonconforming sign faces removed one (1) square foot of digital billboard display area.** The existing off-site signs **billboards** shall be removed prior to installation of the **new** digital billboard that is replacing the off-site signs being removed.

Only billboards **legally** existing prior to June 22, 2010 shall be allowed to count toward the removal ratio. Any billboard outside of the city limits and built after June 22, 2010 then annexed into the city shall not be permitted to count toward the removal ratio.
(Ord. No. 2011-47, 05-10-2011)

- B. Priority for Removal.** The Planning Commission shall retain the right to approve, through the conditional use process, which billboards will be permitted **allowed** to be removed to meet the removal ratio, using the following priority rankings:
 - 1. Nonconforming billboards located on Walton Boulevard.
 - 2. Double-deckers within the Bentonville city limits.
 - 3. Nonconforming billboards located on the same roadway as the proposed digital billboard.
- C. Location.**
 - 1. **Signs per Lot.** Only one (1) digital billboard **sign** structure shall be permitted **allowed** per lot. Double sided signs shall be permitted **allowed**.
 - 2. **Zoning.** Digital billboards shall only be permitted **allowed** in A-1, C-1, C-2, I-1 and I-2 districts.
 - 3. **Setback.** Digital billboards shall be placed behind the front, side and rear setback of the district.

D. Dimensions.

1. **Maximum Height.** Digital billboards shall not exceed 30' in height when adjacent to arterials and shall not exceed 45' in height when adjacent to ~~Hwy 71/1-540~~ **I-49**. Digital billboard height is measured from the street grade that the sign is oriented toward.
2. **Maximum Sign Area.** Digital billboards shall not exceed 300 sq. ft. in sign area when adjacent to arterials and shall not exceed 480 sq. ft. when adjacent to ~~Hwy 71/1-540~~ **I-49**. The size of the replacement digital billboard may not exceed the size of the smallest existing off-site sign **billboard** removed.

E. Display.

1. **Static Messages.** Such displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement, during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or the varying of light intensity during the static display period.
2. **Dwell Time and Transition Time.** Messages on digital billboards shall be displayed for a minimum dwell time of eight (8) seconds and maximum transition time between messages shall not exceed one (1) second.

F. Lighting.

1. ~~Maximum brightness.~~ **Illumination Limits.** Digital billboards shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a distance of 200' for a 10'-6" X 36' board and 150' for a 12' X 24' board **in accordance with the illumination requirements of changeable copy signs in Section 801.12.G.4.** Documentation shall be provided to the City at time of permit issuance certifying the digital billboard has been set to be incapable of exceeding 0.3 foot candles above ambient light.

2. ~~Light sensing device~~ **Dimming Capabilities.** Each display must have a light sensing device that will adjust the brightness as ambient light conditions change. Digital displays shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurement.

G. Separation Requirements.

1. **Distance from Residential.** Digital billboards shall be prohibited within 250 feet of a residentially zoned property.
2. **Distance from Intersection.** Digital billboards shall be prohibited within 150 feet of an intersection with a traffic signal, measured from the centerline of the intersection.
3. **Distance from other off-site signs** **Billboards.** Digital billboards shall be located ~~such that it to~~ meet the following minimum spacing requirements from other digital billboards and off-site signs **billboards.**

	Existing Digital Billboard	Existing Off-site Sign Legal Nonconforming Billboard
New Digital Billboard / Same Side of Street	2,500 ft	1,000 ft
New Digital Billboard/ Opposite Side of Street	1,000 ft	500 ft

- H. **Landscaping.** All digital billboards shall be landscaped in accordance with Sec. 801.9.D.3 Freestanding Signs – Nonresidential District, Sign Landscaping and meet the following requirement: Trees and shrubs shall be selected such that the mature height of the selected species is tall enough to reach the base of the sign face. For monument style boards, low lying

shrubs may be used in place of tree requirements at a ratio of 1:1.

- I. **Malfunction Default.** Each digital billboard shall have a default mechanism built in to either turn the display off or show "full black" on the display in the event of a malfunction.

- J. **Display Technology.** The technology currently being deployed for digital billboards is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. Any other technology that operates under the maximum brightness illumination limits stated in F.1 above shall not require an ordinance change for approval.

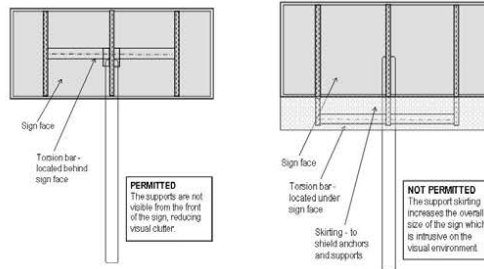
- ~~K. **Display of emergency information.** Owners of digital billboards are encouraged to coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public including, but not limited to Amber Alerts or emergency management information. (This is just a recommendation, not a regulation.)~~

- K. **Tree Cutting.** Vegetation cutting in the public rights-of-way for the purpose of clearing views for signs billboards shall be prohibited unless approved by the Community Development Director. Cutting of any trees required by the Landscape Regulations that are located in the setback on any property for the purpose of clearing views for signs is also prohibited. Routine tree trimming and maintenance is permitted done in accordance with Arkansas Highway and Transportation Department (AHTD) rules and regulations.

- L. **Maintenance.** The maintenance, repair, cleaning and replacements of parts of the digital component shall be expressly allowed regardless of the conformity of the structure or site. This also applies should the sign and/or digital components become damaged.

- M. **Sign Support.** Digital billboards shall be independent of support from any building and shall be structurally erected as a freestanding pole sign only, unless proposed support is approved by Planning Commission. Horizontal sign anchoring, such as torsion bars, shall be located behind the sign face(s). No skirting of support arms shall be permitted. Pole and

sign frame shall be rust free and free of peeling paint.



SEC. 801.13 — ENFORCEMENT

~~Code Enforcement Officers may remove the following signs that are in violation of this ordinance: yard sale signs, garage sale signs, rummage sale signs, moving sale signs, construction signs, real estate signs, political signs, banners and temporary signs, and directional signs for religious institutions.~~

(relocated to pg. 801-2)

801.18 DEFINITIONS

Applicant means any person, firm, group, organization or corporation applying for permits or other approvals required by this Article.

Awning means a roof-like cover, often of fabric, metal, or glass, designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof structure over a window, walk, or door.

Awning sign means a sign which is a part of a fabric or other non-structural awning.

Artwork means all forms of original creations of visual art that does not identify a commercial business, establishment, product or service and is not thematically linked to a commercial business, establishment, product or service.

A-Frame sign (a.k.a., Sandwich Board Sign or Sidewalk Sign) means a freestanding sign that is ordinarily in the shape of an "A" or some variation thereof, which is readily moveable and is not permanently, attached to the ground or any structure.

Air-activated graphic means a sign, all or any part of, which is designed to be moved by action of wind or forced air so as to make the sign appear to be animated or otherwise have motion, including pennants, balloons, propeller discs, blade signs, banners not securely attached to a structure, or other objects.

Banner means a temporary sign constructed of a lightweight material, such as cloth, canvas, fabric, flexible plastic, either enclosed in a frame or mounted to allow movement caused by the atmosphere or similar lightweight non-rigid material that can be mounted to a structure with cord, rope, cable, or a similar method or that may be enclosed in a frame supported by stakes in the ground.

Billboard See "Off-premise Sign, Off-site Sign, Billboard." means a permanent sign structure in a fixed location which meets any one or more of the following criteria: (1) it is used for the display of off-site commercial messages; (2) the message display area, or any part thereof, is made available to message sponsors other than the owner(s) or operator(s) of the sign, typically for a fee or other consideration, i.e., it is general advertising for hire; (3) the sign is a principal or secondary use of the land, rather than appurtenant or accessory to some other principal use of the land.

Blade sign (a.k.a. feather sign, quill sign, teardrop sign, and flag sign) means a sign that is constructed of cloth, canvas, plastic fabric or similar lightweight, non-rigid material and that is supported by a single vertical pole, mounted into the ground or on a portable structure.

Building means any structure intended for shelter, housing or enclosure of persons, animals, goods or equipment that includes walls and a roof. When separated by dividing walls without openings, each portion of such structure so separated, shall be deemed a separate structure.

Canopy Roof means a permanent decorative porch or walkway cover overhead protective structure that is constructed to allow pedestrians and vehicles to pass under, which is attached to a building or supported by columns extending to the ground. This definition does not include an awning.

Canopy sign means a sign on or attached to any canopy.

Changeable copy sign Any sign where letters or numbers displayed on the sign can be changed periodically on the sign to display different messages. means a sign displaying a message that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material, or the functional equivalent of any of them. Electronic and manual changeable copy signs are included within this definition.

City means the City of Bentonville, Arkansas.

Commercial mascot (a.k.a. living signs) means a person or animal attired or decorated with commercial insignia, images, costumes, masks or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial enterprise. This definition includes "sign twirlers," "sign clowns," "sign spinners," "sign twirlers" and "human" signs. Such person may or may not be holding a sign.

Commercial message means a message that proposes a commercial transaction or pertains primarily to the economic and commercial interests of the message sponsor and/or the sign audience.

Commission means the Bentonville Planning Commission.

Common signage plan means a plan for all signs associated with a development project. If the project consists of several buildings, businesses or establishments that are related in a single development, the signage plan shall include all signs within the development including out parcels. The signage plan elements shall include: colors, dominant lettering style, location, materials, and size.

Digital billboard or smartboard means a type of billboard utilizing digital display technology, capable of changing the static message or copy on the sign electronically that may be internally or externally illuminated.

Digital display means an electronic display method utilizing LED (light emitting diode), LCD (liquid crystal display), plasma display, projected images, or any functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, either in a "slide show" manner (series of still images), or full motion animation, or any combination of them.

Director means the City of Bentonville Director of Community and Economic Development or designee.

Door sign is a sign which is attached to, painted on or etched onto or into a door. A sign in a window which is part of a door is considered a door sign.

Electronic message center (a.k.a. changeable electronic variable message sign (CEVMS), digital signs, dynamic signs) means a sign on which alphabetic, pictographic, or symbolic informational content and can be changed or altered on a fixed surface composed of electronically illuminated, mechanically driven or computer-generated changeable segments, or digital display. This definition does not include 'digital billboards', which is separately defined.

Establishment means any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums. Multi-unit housing developments are considered establishments during the time of construction; individual units are not within the meaning of establishment once a certificate of

occupancy has been issued or once a full-time residency begins.

Freestanding sign A permanent sign that is supported wholly or in part by some structure other than a building or other structure whose principal function is something other than the support of a sign is a sign which is principally supported on the ground by one or more uprights, braces, poles, pylons or other similar structural components. Freestanding signs This category includes both monument signs and pole signs

General advertising, also known as "general advertising for hire," means the enterprise of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising.

Handheld sign means a sign displaying a message that is held by a natural person, not including insignia on apparel or aspects of personal appearance.

Historical or Memorial Marker: A sign or tablet attached to a building, indicating the date of construction and/or the names of the building or the principals involved in its construction. Also an attached sign on bona fide historic buildings.

Illuminated sign means a sign whose message is made readable by internal or external lights or light emitting diodes (or functionally equivalent technology), typically (but not necessarily) during hours of darkness.

Incidental sign means an onsite sign giving information or direction for the convenience and necessity of the public such as "entrance", "exit", "no admittance", "telephone", "parking", etc.

Install or installation includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

Interior or non-legible signs are signs that are located within private property boundaries and are not readable from the public right-of-way.

Legible means readable for persons of ordinary visual acuity.

Lot means a parcel of land, legally defined in a recorded deed or a recorded plat, fronting on a

public dedicated right-of-way or other approved private drive.

Manual changeable copy sign means signs on which alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means **only**.

Marquee sign ~~A sign used to identify a theater or a sign projection over the entrance to a theater~~ **is a permanent sign commonly used by land uses characterized by human assembly periodically changing programs such as theaters (live or film), schools, convention centers, concert facilities, religious facilities, etc., extending from part of the wall of a building, but not supported by the ground, constructed of a durable material and designed to have changeable copy, either manually or electronically.**

Mobile billboard means a sign on a wheeled conveyance (whether motorized or not) or water craft, including those which carry, convey, pull or transport any sign used for general advertising for hire. The term does not include vehicles and vessels that display identification information concerning the usual business or regular work of the vehicle/ vessel owner (not including general advertising for hire).

Monument sign ~~A freestanding sign that is supported by a solid base (other than poles) such that the bottom of the sign face is 3 feet or less above grade and no air space is visible within or between any portion of the sign display area and sign structure.~~ **means a low-profile, permanent, freestanding sign supported by a solid structural base, or other solid structural feature other than support poles.**

Multiple tenant sign is a sign intended to provide identification to a multiple tenant commercial development of more than 25,000 square feet of gross building area.

Non-commercial message or speech means a constitutionally protected message that addresses topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary. This definition shall be construed in light of relevant court decisions.

Obsolete Sign: A sign relating to or identifying a business, **establishment** or activity which has not been conducted on the premises for six (6) months or more, or to a transpired election or event, or to a political party or non-profit

organization that no longer exists; in addition, the structure for a sign that is not allowed under this ordinance if such structure cannot be legally used or does not comply with the height, size, or other physical requirements of the ordinance, or a sign which has missing or broken panels, broken or damaged supports or frame, or otherwise displays inadequate maintenance, dilapidation, obsolescence or abandonment.

~~**Off-Premise, Off-Site Sign or Billboard:** A sign which directs attention to a business, commodity, service or entertainment not conducted, sold or offered on the premises where the sign is located, or which business, commodity, service or entertainment forms only minor or incidental activity upon the premises where the sign is displayed. The sale of a commodity is considered a minor activity if the commodity advertised is a specific brand or if the advertising content is not directly controlled, or has in the past not been directly controlled by the operator of the on-premises business. These product-oriented signs shall be considered on-premise signs if they comply with on-premise sign requirements.~~

Offsite Commercial Message means a message that advertises commercial products, accommodations, services or activities not provided in or on the property or premises upon which it is located. The on-site/off-site distinction does not apply to non-commercial messages.

~~**On-Premise or On-Site Sign:** A sign which advertises or directs attention to a business, commodity, or service conducted, offered, or sold on the premises, or directs attention to the business or activity conducted on the premises.~~

Onsite or on premise commercial message means a message that advertises the commercial business, establishment, accommodation, services or activities provided on the premises on which the sign is located, or is expected to be provided in the near future. In the case of developments subject to a common signage plan, all establishments subject to the plan are considered on-site whenever located within any location subject to the plan. All establishments within a shopping center are on-site as to any sign(s) also located within that shopping center. The onsite / offsite distinction does not apply to non-commercial messages.

Parcels (or property) or similar references or descriptions mean parcels defined or delineated by assessor parcel numbers maintained by the

County tax assessor or as defined in the Definitions section of the Subdivision Code.

Pennant is a banner with three sides, or swallow-tail form, or a triangular or irregular piece of fabric or other material, whether or not containing a message of any kind, commonly attached in strings or strings or supported on small poles intended to flap in the wind.

Permanent sign means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices.

Pole sign A freestanding sign that is affixed, attached, erected or supported on a pole such that the bottom of the sign face is three feet or more above grade. ~~means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.~~

Portable Message Center Sign means a sign not permanently affixed to the ground, building or other structure, ~~which may be moved from place to place, including but not limited to signs with attached wheels designed to be transported by means of wheel, converted to A-frame or T-frame signs; menu and sandwich board signs; gas, air or hot air filled displays; signs attached or painted on vehicles parked and visible from the right-of-way, unless said vehicle is used as a vehicle in the normal day-to-day operations of the business. Such signs may include changeable copy. (sign types marked through have been specifically addressed in air-activated graphics and mobile billboards)~~

Projected image sign means a sign which involves an image projected on the face of a wall, structure, sidewalk, or other surface, from a distant electronic devise, such that the image does not originate from the plane of the wall, structure, or other surface.

Projecting sign A sign forming an angle with a building which extends from the building and is supported by the building. ~~is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. The term includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to~~

allow a message to be viewable from either side. The term does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

Real-estate sign: A sign pertaining to the sale, rent or lease of real property.

Roof-mounted sign A sign which is higher than the roof to which it is attached. Signs attached to the lower slope of a roof or attached to a parapet wall above a flat roof are considered wall signs. ~~Signs on mansard or canopy roofs are considered wall signs.~~ means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

Safety codes means the Building, Electrical, Plumbing, Grading and similar codes which ensure safe construction, to the extent they have been officially adopted by the City.

Sign means any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, pictures, trade names or trademarks by which anything is made known such as are used to designate an individual, an establishment, a commodity, a firm, an association, a corporation, a profession, a business, a service, or a product, which are visible from any public street or right-of-way and designed to attract attention. "For Sale" and "For Rent" signs shall be deemed signs within the meaning of this definition. Includes any cloth, card, paper, metal, painted, glass, wooden, plastic, plaster, stone sign or other sign, device or structure of any character whatsoever including billboards and statuary, placed for outdoor advertising purposes on the ground or any tree, wall, bush, rock, post, fence, building or structure. The term "placed" shall include erecting, constructing, posting, painting, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing, or making visible in any manner whatsoever. The area of an advertising structure other than a sign shall be determined as the area of the largest cross-section of such structure. Neither directional, warning or other signs posted by public officials in the course of their public duties, nor merchandise or materials being offered for sale shall be construed as advertising signs for the purpose of this Article.

Artwork that does not identify a commercial business, establishment, product or service and is not thematically linked to a commercial business, establishment, product or service, is not considered a sign under this definition.

Shopping center shall mean a group of commercial buildings.

Single tenant sign is a sign intended to provide identification to a building with a single tenant only.

Suspended sign is a sign which is attached to the underside of a horizontal plane or arm and is supported by the horizontal plane.

T-Frame sign is a freestanding sign which is ordinarily in the shape of an upside down "T" or some variation thereof, which is readily moveable and is not permanently attached to the ground or any structure.

Temporary sign means any sign which is intended for temporary use or which is not permanently mounted and intended for a designated period in time.

Wall sign means any sign, other than a projecting sign or a temporary banner sign, which is permanently attached to or painted on any wall of any building and projects from the plane of the wall less than twelve (12) inches. This definition shall not include freestanding walls. A sign attached to the lower slope of a mansard or canopy roof, or a sign affixed to or forming an awning or a canopy, shall be considered a wall sign for purposes of this Article, notwithstanding the fact that certain portions of such a sign may project more than twelve (12) inches. A "wall" shall include any permanent architectural extension of a wall, including parapets, even if such extension projects beyond or above the enclosed portions of the building. For signs higher than the roof, see "Roof-mounted sign".

Window sign means any sign, temporary or permanent, which is attached to, painted on or etched into a window or which is displayed within twelve (12) inches of the window and is legible from outside the window.

Sign face means the area of a sign on which copy may be placed.

Sign height means the height of a sign shall be the vertical distance from normal grade to the highest point of the sign. Any berming or filling or excavating solely for the purpose of locating the sign, shall be computed as part of the sign height.

Sign structure means the entire composition of the sign, including the sign face, framing, trim, molding and supporting structure.

Wall means one of the sides of a room or building connecting floor and ceiling or foundation and roof.

801.19 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

Rev. Ord No.

Attachment B

Highlighted red text is new language. Black text is relocated from Article 801.

ARTICLE 802

SIGNS ON CITY PROPERTY AND PUBLIC RIGHT-OF-WAY

802.01 TITLE

This Article shall be known as Signs on City Property and Public Right-of-Way for the City of Bentonville, Arkansas.

802.02 AUTHORITY

This Article is adopted under the authority conferred on the City of Bentonville by the General Assembly of the State of Arkansas by A.C.A. §14-56-402 through §14-56-426. In adopting this Article, the City acts in its proprietary capacity as to City property, as defined herein, and pursuant to its police powers as to portions of the public right-of-way in which the fee title is not held by the City.

802.03 APPLICABILITY

The intent, rules, regulations and procedures of this Article apply to the placement of signs on city property.

802.04 PURPOSE AND INTENT

The purposes and intent of this Article include, but are not limited to:

- A.** To accommodate the need for orderly expression in traditional public forum areas, such as streets, parks and sidewalks;
- B.** To preserve and enhance the aesthetic appearance and natural beauty of the City;
- C.** To serve the public interest in safety, both pedestrian and traffic;
- D.** To safeguard and protect the public health, safety, and welfare through appropriate prohibitions, regulations, and controls on the design, location and maintenance of signs on City property;
- E.** To enhance the visual attractiveness of the City, for residents and visitors;
- F.** To advance the goals, policies and programs of the General Plan; and
- G.** To allow private parties to place signs on certain areas of City property, subject to the rules and policies stated herein.

802.05 COMPLIANCE REQUIRED

As to private parties and governmental units other than the City, only signs authorized by this Article may be built, displayed, erected or maintained on City property. Authorization shall take the form of a permit or an exemption from the permit requirement as explicitly stated in this Article.

802.06 ENFORCEMENT

The Community and Economic Development Director, herein after referred to as Director, and his or her designee, is authorized and directed to administer and enforce this Article. Any private party sign placed on City property or in the public right-of-way in violation of this Article is trespass, and a public nuisance, and may be summarily abated by the City.

802.07 INTERPRETATIONS

Interpretations of this policy shall be made initially by the Director in consultation with the City Attorney, whose decision may be appealed to City Council under the appeal procedures set forth in Article 301 Administration. All administrative interpretations of sign regulations may be appealed to the Board of Adjustment. Where necessary, the Board may consider not only the current or intended uses of a sign but also its past use, in light of the purposes of this Article and applicable legal principles. It shall be the obligation of the sign owner or permit applicant to furnish records concerning the past use, if requested by the Board.

Attachment B

Highlighted red text is new language. Black text is relocated from Article 801.

802.08 SIGNS ALLOWED WITHOUT A SIGN PERMIT

The following signs may be installed, mounted and displayed on or within public rights-of-way and City owned property without a sign permit, subject to the rules and conditions provided herein:

A. Official signs. Nothing in this Article limits in any way the use of the following signs, which may be erected and displayed on City property without a sign permit:

1. Traffic control and traffic directional signs erected or authorized by the City or another governmental unit;

2. Emergency and warning signs erected by a government agency, utility company, or a contractor doing work in a public right-of-way;

3. Official notices required or authorized by law;

4. Governmental messages erected by the city, county, state or federal government, in furtherance of its governmental functions.

B. Wayfinding signs erected or authorized by the City or another governmental unit.

C. Public events signs used in connection with a community event, parade, protest, march or demonstration and does not exceed 32 square feet.

D. Noncommercial messages that are within the protection of the First Amendment, subject to:

1. Handheld. The signs must be personally held by a person, or personally attended by one or more persons;

2. Maximum area. The maximum area of a single sign is 8 square feet, measured on one-side only.

3. Inflatables. The sign may not be inflatable or air-activated.

4. Safety. In order to serve the City's interests in traffic flow and safety, persons displaying signs pursuant to this section may not stand in any vehicular traffic lane when a roadway is open for use by vehicles. Persons

displaying signs on public sidewalks must allow at least six (6) feet width clearance for pedestrians to pass by. Signs and persons holding signs may not block the free and clear vision of drivers, bicyclists and pedestrians;

5. Unattended. Inanimate signs which are unattended may not be displayed under this section, regardless of the type of message they may display.

E. Subdivision. Signs identifying a recognized community, subdivision or development provided that such signs were lawfully erected pursuant to an encroachment agreement, and are consistent with an approved overall sign plan, site plan or subdivision plat. Must be included in preliminary plat or large-scale development plan.

F. Sidewalk signs. Moveable signs, including A-frame and T-frame signs, located on sidewalks within the street right-of-way in pedestrian-oriented commercial areas within the R-O, C-1, C-3, DC, and DE Districts, provided that all the following criteria are met:

1. Maximum area. Six (6) square feet.

2. Maximum height. Four (4) feet.

3. Illumination. Such signs may not be artificially illuminated.

4. Detached. The sidewalk sign shall be moveable, shall not be attached in any way to the sidewalk, and shall not be chained or attached in any way to street furniture, other signs, street trees, other landscaping, or other fixtures or appurtenances on or in the sidewalk.

5. Location. Sidewalk signs shall also not be placed on any section of the sidewalk in a way that narrows the effective width of the sidewalk for pedestrian movement purposes at that point to less than six (6) feet.

6. Removal. Each sidewalk sign permitted under this section shall be removed each day by the close of business, and be replaced or removed when the appearance or condition of the sign deteriorates through damage, weathering, etc.

Attachment B

Highlighted red text is new language. Black text is relocated from Article 801.

802.09 SIGNS ALLOWED WITH A SIGN PERMIT

The following signs may be installed, mounted, or placed on public right-of-way and City owned property only pursuant to a duly authorized and issued sign permit, subject to the regulations specified herein.

A. Vertical Streetscape Banners. Vertical streetscape banners placed along thoroughfares to enhance the visual aesthetics of the streetscape typically attached to a street light pole are permitted, subject to the following regulations:

1. **Locations.** Vertical streetscape banners may be located within the Downtown Redevelopment District or other locations as approved by City Council.
2. **Applicants.** Eligible applicants include non-profit organizations, charitable, or civic organizations, to include but not limited Downtown Bentonville, Inc, Visit Bentonville, City of Bentonville, and Bentonville / Bella Vista Chamber of Commerce, and other organizations expressly made eligible by City Council.
3. **Subject.** Such signs shall be solely decorative, noncommercial or promote a special public or non-profit event and shall not display a logo, message, statement or expression relating to commercial interests. The City's logo shall be incorporated into the banner display.
4. **Size.** Each banner shall not exceed a maximum size of 2 ½' in width and 5' in length.
5. **Attachment.** Each banner shall be individually attached to an existing pole, mast arm or other permanent structure. Any vertical streetscape banners proposed to be attached to a city street light shall be installed by the Street Department, or by the fabricator of the sign if approved by the Director. No more than two banners, on opposing sides, may be mounted to each light pole.
6. **Display period.** Banners for events shall not be placed earlier than two

weeks prior to the event and shall be removed within 3 days after the event. All other banners may remain in place for up to six (6) months if they do not become torn, faded, lose or otherwise in disrepair.

7. **Multiple banners.** An overall signage plan shall be approved when multiple vertical streetscape banners are placed on a lot or street section. All banners on the same street section shall have a standard visual theme, including graphic design elements (i.e. fonts) and color schemes.

802.10 ENCROACHMENTS

Signs that are mounted on private property but that project over the public right-of-way, or otherwise extend into or over City property, are authorized only when all of the following conditions are satisfied:

A. Compliance. The sign must comply with all requirements of Article 801 Sign Ordinance – Private Property.

B. Encroachment Agreement. The sign owner must provide a fully-executed encroachment agreement to the Director. As part of the encroachment agreement approval, each individual merchant desiring to utilize such signs, or, alternatively, the merchants association or community development agency representing such merchants collectively, shall produce a form of surety (insurance) acceptable to the City Street Department for sidewalks in the City, which protects the City or State from any liability resulting from injury or property damage caused by any such sign.

802.11 PROHIBITED SIGNS

Unless otherwise allowed in this Article, no private party signs, to include commercial mascots, may be mounted, erected, maintained or displayed on City property or the public right-of-way.

Attachment B

Highlighted red text is new language. Black text is relocated from Article 801.

802.12 DEFINITIONS

A. Incorporation of Sign Ordinance

Definitions. All definitions from Article 801 Sign Ordinance – Private Property are incorporated unless they are limited or modified by this Article.

B. Special Definitions. The following definitions apply to this Article:

City property means real property over which the City (1) holds an interest, including without limitation, fee title ownership, easement, leasehold, and public street right-of-way; and (2) has the present right of possession and control.

Public events banners means a sign made of material similar to heavy canvas or reinforced plastic and used in connection with a community event, parade, protest march or demonstration.

Traditional public forum areas means the surfaces of City-owned streets, City-owned parks during the hours that they are normally open to the public, sidewalks that are connected to the City's main pedestrian circulation system. In consultation with the City Attorney, the Director shall interpret this phrase for compliance with court decisions.

Wayfinding sign means signs that are graphically and thematically similar in design that assist in helping people orient themselves and navigate from place to place.

802.12 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sungard for the implementation of TRAKiT Software in the amount of \$307,680.00. TRAKiT Land Management Software is tightly linked with a GIS-centric data base and will automate permitting, manage inspections, regulate land uses, track projects, and offer payment processing. Additional cost associated with this contract is travel and lodging expenses in an amount estimated at \$20,000.00. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request: \$327,680

Additional Budget Amount \$327,680

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		327,680
Remaining After Adjustment	\$	327,680

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, Bentonville City Council
From: Troy Galloway, AICP, Community and Economic Development Director
RE: TRAKiT Software
CC Date: August 23, 2016

Staff is requesting approval of a contract with Sungard to purchase TRAKiT Land Management Software.

The software offers project tracking, permitting, digital storage of plans, digital submittal of plans and applications, GIS integration, remote access, digital plan review, and an interactive web application. TRAKiT offers advanced technology that will improve efficiency, convenience, and accessibility for all departments involved in development.

TRAKiT staff offered a 2 ½ day detailed demonstration in Bentonville with representatives from Electric, Water, Waste Water, Code Enforcement, Inspection, Planning, Fire, Accounting, Engineering, GIS, and Economic Development departments. A follow-up survey of those who attended showed overwhelming support from all departments to pursue use of the software. For details regarding the benefits and use of the software from the various departments, please refer to the attached memo prepared by Annette Brightwell and Jonathan Rogers.

The contract with Sungard for the implementation of TRACKiT is \$307,680. Additional cost associated with the contract is travel and lodging expenses in an amount estimated at \$20,000. Upgrades and new hardware will be required to run the software, including server hardware, NOS and virtual licensing, and SAN (Storage Area Network) for data storage, at an estimated cost of \$150,000. A budget adjustment is being requested in the amount of \$477,680 to implement the new land management system.

Memo

To: Troy Galloway
From: Jonathan Rogers, Annette Brightwell
RE: TRAKit Software
Date: July 6, 2016

In 2014, a committee was formed to research software to replace our current software solution. The initial goal was to find software with advanced technology to meet the needs of all departments so the entire city would be on the same platform. The committee viewed web-based demonstrations from five software companies. The conclusion was there might not be a one-stop solution available to fit each department's needs since the software industry is moving toward offering "best of breed" solutions.

At the end of 2015 our current software company (Sungard) purchased a "best of breed" community development software called TRAKit. In October, Beau and Annette traveled to San Diego to the TRAKit Users Conference to learn more about the software and talk to current users. TRAKit software has been serving the east coast for many years. Current users confirmed they were very happy with the product. During Sungard's User Conference this year, Annette and Jonathan attended all of the TRAKit sessions available to dig deeper into the software and met with TRAKit staff. This confirmed to them that TRAKit is a good fit for Bentonville.

TRAKit staff came to Bentonville and presented a 2 ½ day detailed demonstration. Representatives from Electric, Water, Waste Water, Code Enforcement, Inspection, Planning, Fire, Accounting, Engineering, GIS, and Economic Development departments attended the demonstrations. A follow-up survey of those who attended showed support from all departments to use the software.

The most echoed comments in support of the software included:

- The **project tracking** feature offers the ability to track projects and inspections more efficiently than the current software.
- **Digital storage** of comments and documents in one place bridges the gap between the departments and offers substantially improved communication. The digital storage capability eliminates the need for scanning of documents.
- **Digital submittals** offer significant time and cost saving to the city, developers and contractors by eliminating manual processing of paper copies being performed today.
- The **interactive web application** allows applicants to pay for permits and schedule inspections online, saving them time and money from the current process which

requires them to visit the office in person. For staff, it reduces the amount of walk in traffic and phone calls.

- **GIS integration** fosters data management, analysis and reporting in a geographical manner. This allows for the easy search of properties through GIS if specific addresses or parcel numbers are unknown.
- **Digital plan review** reduces review time for staff in comparing subsequent submittals since it highlights only the changes that have been made since the first submittal. Furthermore, it increases the accuracy of plan reviews.
- **Remote access** provides the ability to result inspections and access needed information in the field.
- The **efficiency, convenience, accessibility, and project management** of the software allows existing staff time to be used for more detailed plan reviews and less time manually tracking projects among the various departments.

In addition to the obvious benefits to building inspections, code enforcement and planning, each department involved in development activity has indicated their specific need and use of the software:

- The **Engineering Department** has been searching for a solution to handle their inspections. Ben feels this software will sufficiently meet their needs. They will use TRAKit to schedule, record and maintain their project inspections, which is currently being documented manually.
- The **Fire Department** is in the process of reorganizing the Fire Marshall's office to include more construction and maintenance inspections and fire related permits. TRAKit will be used to organize and manage their new inspection process and future permitting needs. It will serve as a central database of records versus files being duplicated in current fire department software.
- The online submittals for Code Compliance certificates and the associated review process will support **economic development** activities, according to Brian Bahr.
- **Waste Water** will use the software to mainstream their permitting, inspections and annual licensing renewals.
- **Electric Department** says the software is an invaluable tool for managing construction inspections.
- **Accounting** suggests that TRAKit will allow them to manage alcohol licenses and accounts receivable charges from the Electric Department.
- **GIS** finds that it will reduce the duplication of efforts on entering data for land use and planning projects and reduce the need to import and export data between different systems.

The departments that need and use permitting, inspection, and project management software support the purchase of TRAKit software. We are recommending and requesting a mid-year budget adjustment due to:

- The estimated time frame for implementation is 9 – 13 months. Staff must work with the TRAKit team to develop the software to meet the city's needs during this time. Due to the significant time commitment required, it is best to conduct this work during the slower times of the year, which is fall and winter.
- The desire of the Fire Department to initiate changes to the Fire Marshall's office would be delayed until 2018 if we were to wait until the 2017 budget.

SUNGARD® PUBLIC SECTOR TRAKiT

INNOVATIVE GOVERNMENT SOFTWARE

TRAKiT Land Management Software is designed to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects, while providing visibility to status updates and allowing payments to be processed.

The TRAKiT system is comprised of a series of interrelated modules that are tightly linked with a GIS-centric database, to provide an easy-to-use system for creating, issuing, and tracking any type of Community Development activity directly from the parcel fabric. A single screen interface allows users rapid access to all the modules and interfaces within the system. The information tree format helps users in any module to easily identify what development activity has occurred and its impact on future activity.



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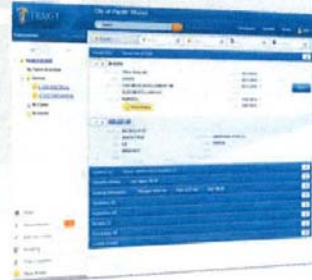
SIMPLIFY. COLLABORATE. EMPOWER.



GeoTRAK

Property Data Management Module

GeoTRAK provides comprehensive land data obtained from the Assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through GeoTRAK.



PermitTRAK

Permit Management and Inspection Coordination Module

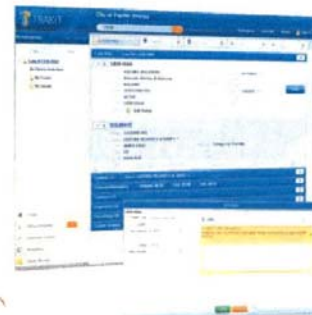
PermitTRAK streamlines the permitting process by tracking the unique workflows for all types of permits from initial application through issuance. Contact management, related permit information, plan review tracking, inspector scheduling, financial details, and any other required information is captured in PermitTRAK.



ProjectTRAK

Management of Planning & Development Activities Module

ProjectTRAK manages the workflow for all types of projects through the project lifecycle, starting with the application through the review and approval process. All actions assigned and any conditions of approval can be recorded for future evaluation. By providing attachment capability, plans can be scanned with mark-ups and linked as part of the project's history; different plan cycles can be captured for future reference.



CodeTRAK

Management for Code Enforcement & Compliance Activities

CodeTRAK provides incident and activity management, while tracking the workflow for all types of code enforcement activities from the time a complaint is received through compliance of the incident. When a complaint or violation is entered on a property, CodeTRAK has the option to lock down the parcel record and place a flag on all records associated with the property.

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AEC TRAK

Central Directory for Architects, Engineers, & Contractors

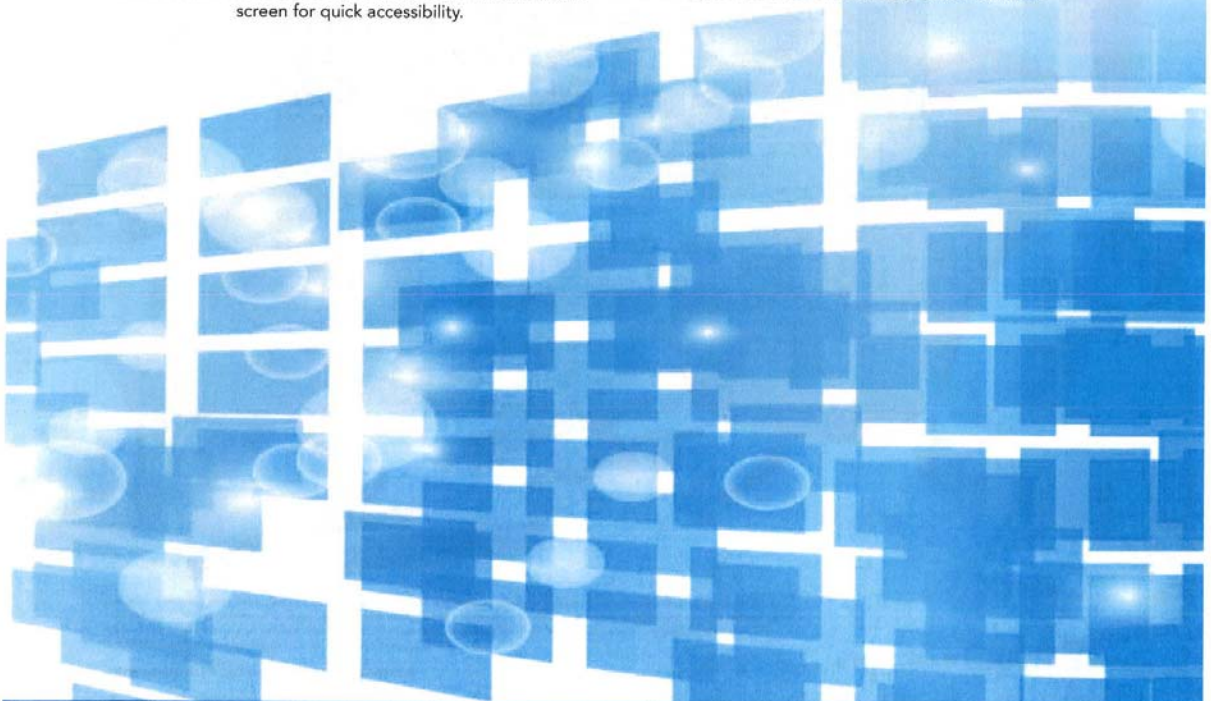
AEC TRAK provides instant access to all information associated to individuals who do frequent business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors. Common information associated with these contacts can be viewed from a single screen for quick accessibility.



CRM TRAK

Citizen Response Management Module

Tools needed to quickly capture and manage citizen issues are organized through CRM TRAK. As issues are received through the phone or Internet, CRM TRAK assists agencies by effectively monitoring opened and closed issues, as well as the exact location of the occurrence. Recurring issues and complainants can all be linked together to ensure issues are handled in an appropriate manner.



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ROBUST SEARCH OPTIONS

Use a global keyword search to view all records with related data. Perform standard and advanced queries on the fly.

RELATED SITE INFORMATION

View all related information (permits, code cases, complaints, projects, land records, etc.) in a tree format.

HISTORY DETAILS

Easily step through the most recently created or visited records to view and manage associated details.

USER PREFERENCES

Each user can determine the information presented on their personal pages.

MULTI-RECORD REVIEW

View details of different permits, projects, cases, etc. from a single screen with the use of multiple tabs.

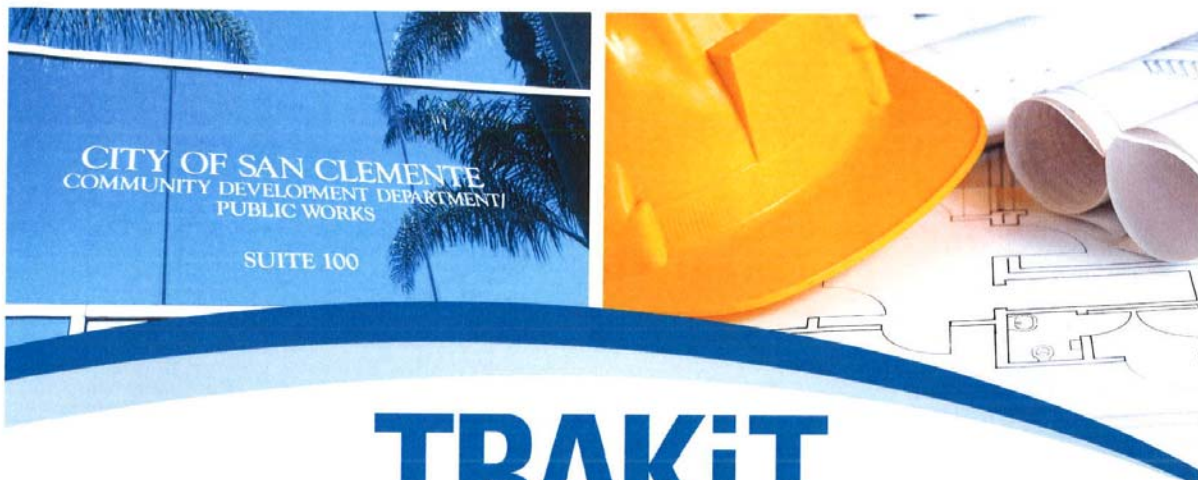
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TRAKiT

San Clemente Manages Building Boom with TRAKiT

A rapidly growing community, the City of San Clemente, California experienced a building and construction boom in the last decade as its population swelled from 49,000 to more than 63,000. This growth increased the urgency for sensible land use and building permitting processes. For that reason, the City's leaders became pioneers in solutions that addressed these issues. As such, San Clemente was an early adopter of the TRAKiT Land Management Software system from SunGard Public Sector.

TRAKiT, added to SunGard's portfolio through its acquisition of CRW Inc., offers communities like San Clemente greater flexibility and automation in land use and building projects. TRAKiT consists of easy-to-navigate modules tightly linked through a GIS-centric database that makes community development information accessible.

"In San Clemente, the building division, planning, code enforcement, engineering division, and business license group now all use the TRAKiT system," said Mike Jorgensen, Building Official, San Clemente, CA. "We have found that the TRAKiT system has dramatically increased communication between our divisions, and has also dramatically increased the accuracy of the data we all share."

TRAKiT's modules include:

- **GeoTRAK** – the land data management module provides comprehensive geo data obtained from multiple sources and links to project or permit records.
- **PermitTRAK** – a workflow management system for an agency to monitor contact management, permit information, as well as plan review inspecting schedules, timelines, and other information required according to an existing project timeline.

Organization Profile San Clemente, CA

Population: 63,994

Square Miles: 19.468

County: Orange

Products: TRAKiT

- **ProjectTRAK** – the workflow management system for projects through a project lifecycle, from application to approvals.
- **CodeTRAK** – an incident and activity management tool that provides workflow management for code enforcement and complaints.
- **AECTRAK** – the central directory of architects, engineers, and contractors who frequently deal with any agency.
- **CRMTRAK** – a customer relations management system that assists agencies in monitoring open and closed code enforcement cases, occurrences, issues, and complaints.

Perhaps most importantly, TRAKiT also provides a new avenue for applicants to communicate with and understand their work with agencies. eTRAKiT provides a new portal for applicants to log in and access relevant information for their cases.

"The eTRAKiT system allows applicants to check the status of their projects online," Jorgensen added. "It has dramatically reduced, if not eliminated, the number of phone calls that our staff has been involved in."

ORDER

By the signatures of their duly authorized representatives below, the SunGard entity identified below and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such SunGard entity and Customer, effective upon the latest date shown on the signature page below ("Order Execution Date").

This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at <http://www.sungardps.com/legal-agreements/> ("SST") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

SunGard Public Sector LLC	Bentonville, AR
By: 	By:
Print Name: Tom Amburgey	Print Name:
Print Title: VP and General Manager, Public Administration	Print Title:
Date Signed: 8/12/2016	Date Signed:

CUSTOMER # 2921LG

SUNGARD ORDER # 160314

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard TRAKIT applications identified in **Project Cost Supplement**
2. **INITIAL TERM:** Perpetual
3. **SCOPE OF USE:**
 - a. **DESIGNATED LOCATION(s):** 117 W Central Ave, Bentonville, AR 72712-5256
 - b. **REGION:** UNITED STATES
 - c. **COVERED CONFIGURATION**

This Order covers the following configuration:

25 Simultaneous User licenses of the Solution purchased by Customer and installed on unlimited workstations. (Platform support Windows 7, 8 & 10 Operating System).

4. LICENSE AND INITIAL SUPPORT FEES: See Project Cost Supplement

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Support for the Initial Support Term is provided at no charge. The Support Fee in the table above represents the support fee for the first Renewal Support Term and is payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.
3. Annual Subscription Fee: The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

5. SUPPORT TERM:

- a. **INITIAL SUPPORT TERM:** Commencing on the Order Execution Date and expiring January 31, 2017. See also 5(c) Additional Notes Regarding Migrations below.
- b. **RENEWAL SUPPORT TERM(S):** Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof) and shall be billed coterminous with Customer's existing maintenance period.
- c. **ADDITIONAL NOTES REGARDING MIGRATIONS:**

"Current Legacy Period" means that period expiring January 31, 2017 according to the separate written agreement between Customer and SunGard under which SunGard is providing Customer with maintenance and support services for SunGard's Naviline brand software system.

Customer and SunGard are parties to a separate written agreement ("Legacy Agreement") under which SunGard is providing Customer with maintenance and support services for SunGard's Naviline brand software system ("Legacy Software"). SunGard will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the Current Legacy Period. Following expiration of the Current Legacy Period, SunGard shall continue to provide Customer with support of the Legacy Software until the Legacy Software has been migrated to SunGard's TRAKIT Software. Customer's maintenance for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period. Support of Customer's Legacy Software will continue under the terms of this Order.

If, during the time in question, Customer is paying for and receiving support services for the Solution software identified above under this Order, then, at the expiration of the Current Legacy Period, SunGard will also provide Customer with Error corrections and avoidance procedures (but not with Releases) for the Legacy Software pursuant to this Order, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Solution software identified in the Project Cost Supplement in a production mode.

Legacy Software is listed below:

Legacy Software - Naviline
NAVI - Planning/Engineering
NAVI - Code Enforcement
NAVI - Occupational Licenses
NAVI - Building Permits
Click2Gov - Building Permits
Click2Gov - Planning/Engineering
QRep Catalogs for BPJ,CEJ,OLJ,PZJ
Imaging Interface - Community Development
m.Building Inspections
m.MobileUser License
Mobile Server Framework
m.Code Enforcement

6. PROFESSIONAL SERVICES: See Project Cost Supplement

Professional Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

7. THIRD PARTY PRODUCTS: See Project Cost Supplement

Third Party Products Notes

1. See Attached Supplements
2. Actual shipping charges are additional and will be due upon delivery.

8. SUMMARY OF COSTS AND PAYMENT TERMS:

SUMMARY OF COST: NET OF DISCOUNTS	Fees
Solution License Fees	\$ 88,320.00
Third Party Products	\$ 4,380.00
Professional Services	\$ 214,980.00
Total	\$ 307,680.00

APPLICABLE TAXES ARE NOT INCLUDED IN THE SCHEDULES ABOVE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Annual Support Fees: The Support Fee identified in Section A of the Project Cost Supplement represents the support fee for the Renewal Support Term. There are no fees for the Initial Support Term conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For those products identified in Section C of the Project Cost Supplement, support for the initial period commencing on the Execution Date and ending twelve (12) months thereafter are included in License Fees. Support Fees for such products will be due in the amounts noted in the Project Cost Supplement twelve (12) months from the Execution Date. Support fees noted in Section A and C are annualized, Customer will be billed monthly for these fees, subject to change annually thereafter at SunGard's then current rates.

Support Fees are due thirty (30) days prior to the commencement of the Renewal Support Term for which such fees are being remitted. Amounts are payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.

Installation, Technical Services, Training, Consulting, Development, Project Management: On invoice, upon completion.

Third Party Products Hardware & Software Fee: 100% on the Execution Date

Third Party Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Third Party Software Initial Annual Maintenance: The initial annual maintenance fee is included in the License fee. The Initial Annual Maintenance Fee amount shown above is for the second year of Third Party Product annual maintenance and is due prior to commencement of the second annual term. Annual Maintenance Fees for subsequent terms are subject to change and will be invoiced by and paid directly to SunGard.

9. ADDRESSES:

a. **CUSTOMER ADDRESS FOR INVOICES:** _____

b. **CUSTOMER ADDRESS FOR NOTICES:** _____

c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** _____

d. **SUNGARD'S ADDRESS FOR NOTICES:**

SunGard Public Sector LLC.
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. LIABILITY CAP: The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to SunGard under this Order

11. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- **PROJECT COST SUPPLEMENT**
- **SUPPORT SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES**
- **BLUEBEAM SOFTWARE - THIRD PARTY PRODUCT SUPPLEMENT**
- **PROJECT SCOPE OF WORK**

PROJECT COST SUPPLEMENT**License Fees****Community Development**

Product Code	Product Name	Quantity	Ext Price	Maintenance
TRAK-BLUEBEAM	Bluebeam Server API for TRAKIT	1	25,000.00	5,000.00
TRAK-CC-ETRAK	eTRAKIT Credit Card API	1	5,000.00	1,000.00
TRAK-CC-IF	TRAKIT Credit Card Reader Interface	1	7,500.00	1,500.00
TRAK-COMMDEV-UL	TRAKIT9 Community Development Suite User License	25	112,500.00	22,500.00
TRAK-ENFLIB	TRAKIT Enforcement Library	1	1,000.00	200.00
TRAK-ETRAKIT	eTRAKIT Citizen Portal	1	20,000.00	4,000.00
TRAK-GISADV	TRAKIT GIS Advanced Engine	1	17,500.00	3,500.00
TRAK-ITRAKIT	ITRAKIT Suite	1	30,000.00	6,000.00
TRAK-PLNLIB	TRAKIT Plan Correction Library	1	1,000.00	200.00
TRAK-PMTLIB	TRAKIT Permit Form Library	1	2,000.00	400.00
TRAK-REGLIB	TRAKIT Regulatory License Library	1	2,000.00	400.00
TRAK-REGSUITEUL	TRAKIT9 Regulatory Licensing Suite User License	5	15,000.00	3,000.00
Totals:			\$238,500.00	\$47,700.00

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
TRAK-BLUEBEAMUL	Bluebeam Standard License	20	4,380.00	876.00
Totals:			\$4,380.00	\$876.00

Professional Services**Community Development**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
TRAK-BLUEBEAM-S	Bluebeam Server API for TRAKIT Services	Ext Price:	-	1,400.00	-	640.00	-	-	2,040.00
TRAK-CC-ETRAK	eTRAKIT Credit Card API	Ext Price:	-	1,750.00	-	-	-	-	1,750.00
TRAK-CC-IF	TRAKIT Credit Card Reader Interface	Ext Price:	-	1,400.00	-	-	-	-	1,400.00
TRAK-ENFLIB	TRAKIT Enforcement Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
TRAK-ETRAKIT-L2	eTRAKIT Citizen Portal Configuration	Ext Price:	-	1,750.00	2,800.00	320.00	-	-	4,870.00
	Package-L2-Standard								
TRAK-GISADV-S	TRAKIT GIS Advanced Engine Services	Ext Price:	-	-	3,200.00	320.00	-	-	3,520.00
TRAK-GTUR	GeoTRAK Update Routine	Ext Price:	3,200.00	-	-	-	-	4,000.00	7,200.00
TRAK-ISS	ITRAKIT Suite Services	Ext Price:	-	-	4,800.00	320.00	-	-	5,120.00
TRAK-LP-ADM-I	TRAKIT9 Individual Learning Pass-Administrator	Ext Price:	-	-	-	1,200.00	-	-	1,200.00
	Training								
TRAK-LP-RW-I	TRAKIT9 Individual Learning Pass-Report Writing	Ext Price:	-	-	-	1,800.00	-	-	1,800.00
TRAK-PLNLIB	TRAKIT Plan Correction Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
TRAK-PMTLIB	TRAKIT Permit Form Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
TRAK-REGLIB	TRAKIT Regulatory License Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
TRAK-REGSUITEUL	TRAKIT9 Regulatory Licensing Suite User License	Ext Price:	-	-	-	-	-	8,000.00	8,000.00
TRAK-CD-I-1	TRAKIT9 Community Development Initiation-L1	Ext Price:	-	1,050.00	-	-	9,600.00	-	10,650.00
TRAK-CD-D-1	TRAKIT9 Community Development Discovery-L1	Ext Price:	5,440.00	-	-	640.00	-	7,200.00	13,280.00
TRAK-CD-C-1	TRAKIT9 Community Development	Ext Price:	-	-	-	-	24,000.00	-	24,000.00
	Configuration-L1								
TRAK-CD-T-1	TRAKIT9 Community Development Testing-L1	Ext Price:	11,200.00	-	-	4,480.00	-	16,000.00	31,680.00
TRAK-CD-EG-1	TRAKIT9 Community Development Education & Go Live-L1	Ext Price:	3,840.00	-	-	9,960.00	-	3,200.00	16,000.00
	Live-L1								
TRAK-RUL-I	TRAKIT9 Reg User License Initiation	Ext Price:	-	350.00	-	-	5,120.00	-	5,470.00
TRAK-RUL-D	TRAKIT9 Reg User License Discovery	Ext Price:	1,920.00	-	-	320.00	-	3,600.00	5,840.00
TRAK-RUL-C	TRAKIT9 Reg User License Configuration	Ext Price:	-	-	-	-	6,400.00	-	6,400.00
TRAK-RUL-T	TRAKIT9 Reg User License Testing	Ext Price:	7,680.00	-	-	1,920.00	-	3,200.00	12,800.00
TRAK-RUL-EG	TRAKIT9 Reg User License Education & Go Live	Ext Price:	1,280.00	-	-	1,280.00	-	1,600.00	4,160.00
Totals:		\$34,560.00	\$7,700.00	\$10,800.00	\$22,200.00	-	\$79,920.00	\$18,400.00	\$173,580.00

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Questy's Imaging Link	Ext Price:	-	-	-	-	-	2,400.00	2,400.00
PS-CD	AEC TRAK update out to linked contacts in active records	Ext Price:	-	-	-	-	-	7,600.00	7,600.00
PS-CD	When printing to email, default "TO" to a defined contact	Ext Price:	-	-	-	-	-	7,400.00	7,400.00
PS-CV	Navline Data Conversion and Land Conversion	Ext Price:	-	-	-	-	-	24,000.00	24,000.00
PS-FBE	SunGard Financial Batch Export	Ext Price:	-	-	-	-	-	-	-
Totals:		-	-	-	-	-	-	\$41,400.00	\$41,400.00

Product & Services		
	License Fees:	\$238,500.00
	Professional Services:	\$214,980.00
	Third Party License Fees:	\$4,380.00
	Subtotal:	\$457,860.00
Discounts		
	License Fee Discount:	\$150,180.00
Product & Services Totals		
	Net License Fees:	\$88,320.00
	Net Professional Services:	\$214,980.00
	Net Third Party License Fees:	\$4,380.00
	Total:	\$307,680.00
	Maintenance:	\$47,700.00
	Third Party Maintenance:	\$876.00

Product Notes

TRAK-COMMDEV-UL: Includes access to GeoTRAK (TRAK-GEO), PermitTRAK (TRAK-PERMIT), ProjectTRAK (TRAK-PROJECT), CodeTRAK (TRAK-CODE), AEC

TRAK (TRAK-AEC), CRM TRAK (TRAK-CRM) modules and a report library with 100 standard reports.

TRAK-ENFLIB: Library includes each of the following forms:

- Two (2) standard Violation Letters

TRAK-LP-ADM-I: Includes a 2 day pass for two (2) seats of System Administrator training held at a designated off site location. This is not held at the customer site.

Customer is responsible for all travel and living expenses.

TRAK-LP-RW-I: Includes a 3 day pass for two (2) seats of Report Writing training held at a designated off site location.

This is not held at the customer site. Customer is responsible for all travel and living expenses.

TRAK-PLNLIB: Library includes one each of the following forms:

- Standard Plan Correction Notice

- Standard Planning Commission Staff Report

TRAK-PMTLIB: Library includes one each of the following forms:

- Standard Permit form

- Certificate of Occupancy

- Receipt

- Invoice

- Inspection Results Letter

TRAK-REGLIB: Library includes each of the following forms:

- Standard License form

- Two (2) standard Renewal License Notices

TRAK-REGSUITEUL: Includes access to LicenseTRAK (TRAK-LICENSE) in TRAKi9.

Comments:

Services for TRAKi9 Community Development Suite User License (TRAK-COMMDEV-UL) include:

- TRAK-CD-I-1: Initiation services which includes the following:
 - o (6) hours of remote installation
 - o (60) hours of remote consulting
- TRAK-CD-D-1: Discovery services which includes the following:

- o (10) hours of remote project management
- o (24) hours of onsite project management
- o (4) hours of remote webinar training
- o (32) hours of onsite consulting time for Kick Off and BPR meetings
- TRAK-CD-C-1: Configuration services which includes the following:
 - o (150) hours of remote consulting
- TRAK-CD-T-1: Testing services which includes the following:
 - o (24) hours of onsite Power User training
 - o (4) hours of remote System Administration training
 - o (40) hours of onsite project management
 - o (30) hours of remote project management
 - o (100) hours of remote configuration
- TRAK-CD-EG-1: Education & Go Live services which includes the following:
 - o (56) hours of onsite End User training
 - o (24) hours of onsite assistance
 - o (20) hours of remote configuration assistance

•TRAK-LP-ADM-I: Includes a 2 day pass for two (2) seats of System Administrator training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

•TRAK-LP-RW-I: Includes a 3 day pass for two (2) seats of Report Writing training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

Services for TRAKIT9 Regulatory Licensing Suite User License (TRAK-REGSUITEUL) include:

- TRAK-RUL-I: Initiation services which includes the following:
 - o (2) hours of remote installation
 - o (32) hours of remote consulting
- TRAK-RUL-D: Discovery services which includes the following:
 - o (4) hours of remote project management
 - o (8) hours of onsite project management
 - o (2) hours of remote webinar training
 - o (16) hours of onsite consulting time for Kick Off and BPR meetings
- TRAK-RUL-C: Configuration services which includes the following:
 - o (40) hours of remote consulting
- TRAK-RUL-T: P Testing services which includes the following:
 - o (8) hours of onsite Power User training
 - o (4) hours of remote System Administration training
 - o (16) hours of onsite project management
 - o (32) hours of remote project management
 - o (20) hours of remote configuration

•TRAK-RUL-EG: Education & Go Live services which includes the following:

- o (8) hours of onsite End User training

- o (8) hours of onsite assistance
- o (10) hours of remote configuration assistance

Additional Modules & Services included within this quote:

- (1) Module License for ETRAKiT, the public facing web portal
- Service Hours for ETRAKiT:
 - o (24) Hours – Installation & Configuration
 - o (2) Hours - Remote Training
- (1) Module License for the Advanced TRAKiT GIS Interface
- Services Hours for the GIS Interface:
 - o (16) Hours – Installation & Configuration
 - o (2) Hours - Remote Training
- Service Hours for the GeoTRAK Update Routine
 - o (20) Development
 - o (20) Project Management
- (1) Module License Fee for the iTRAKiT Suite Mobile Applications (iTRAKiT Inspect, iTRAKiT Code, iTRAKiT Fire)
 - o (24) Installation & Configuration Services
 - o (2) Hours of Remote Training
- (1) Bluebeam Server API license
 - o (8) Hours Installation
 - o (4) Hours Training
- (4) Licenses & (32) Development Service Hours
 - o Code Enforcement Library
 - o Permit Form Library
 - o Plan Corrections Library
 - o Regulatory License Library
- Data Conversion
 - o (120) hours for conversion of NaviLine data
- Customizations
 - o (12) hours for Questy's DMS integration via imaging link
 - o (75) hours for AECTRAK push update to active contacts on records & auto populating defined contact when choosing any of the email options from print que
- Integration
 - o (38) hours for financial integration to Naviline

SUPPORT SUPPLEMENT

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.
2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.
4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

Support Standards

- I. **Support Hours: Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times.**

"Notification" means a communication to SunGard's help desk by means of: (i) SunGard's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard's then-current policies and procedures for submitting such communications.

With respect to SunGard's support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard "Telephone Support" hour occurring after SunGard's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard's online support portal, and b) when SunGard's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

BLUEBEAM SOFTWARE – THIRD PARTY PRODUCTS SUPPLEMENT

1.1 Bluebeam Software, Inc. owns the Bluebeam Third Party Products set forth in the Order herein ("Third Party Products"). To facilitate Customer's use of the Third Party Products, Bluebeam Software has agreed to allow SunGard Public Sector to provide the Third Party Products to Customer through its distributor Lifeboat Distribution. The Third Party Products shall be used in accordance with licensor's EULA terms and conditions and documentation for the Third Party Products. The EULA is located at www.bluebeam.com/us/license/eula.asp.

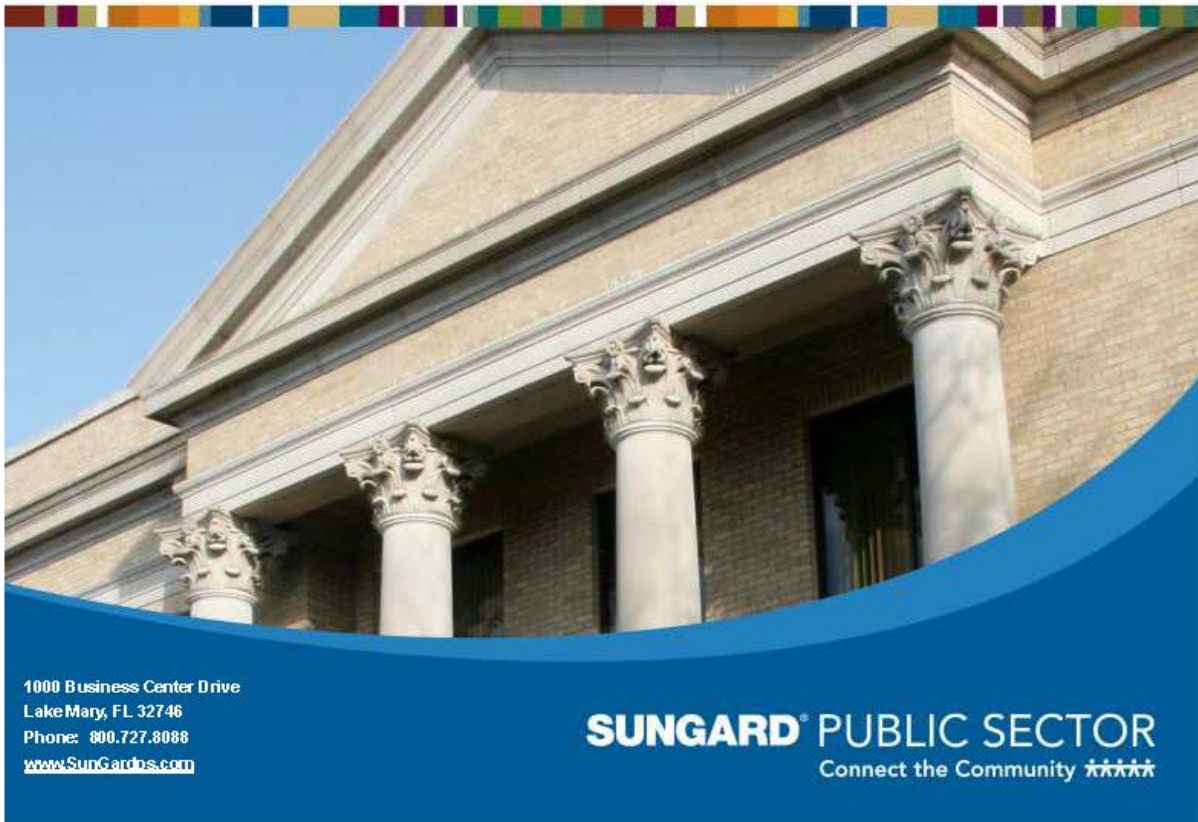
PROJECT STATEMENT OF WORK

Statement of Work is inserted immediately following this Cover Page.

Statement of Work

TRAKiT Implementation

Prepared for
CITY OF BENTONVILLE, AR
August 11, 2016



1000 Business Center Drive
Lake Mary, FL 32746
Phone: 800.727.8088
www.SunGardus.com

SUNGARD® PUBLIC SECTOR
Connect the Community ★★★★★

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Executive Summary

1.1 Introduction

This document is the Statement of Work (SOW) for the implementation of Community Development software and related services only with respect to the Baseline version of the Component Systems expressly identified in the SunGard Standard Terms Agreement (the "Agreement") for City of Bentonville, AR (The "Customer"). SunGard Public Sector ("SunGard") will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the TRAKIT Software solution. The SOW is an attachment incorporated as part of the Agreement signed by SunGard and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Project Overview

The project will go through the stages of Kick Off > Review > Configure > Test > Train > Go-Live and will have its own milestones and payment schedule as identified in [Appendix 1](#). Throughout all stages, the Customer's main point of contact at SunGard will be its Project Manager. Should the assigned project manager be unavailable, SunGard will provide an experienced Project Manager in place. The SunGard Project Manager will be responsible for the overall success on the SunGard side, and will coordinate SunGard resource tasks and schedule. As the Customer's primary contact, the SunGard Project Manager will be present for all regularly scheduled status calls. He/she will defer to other Power User/ SME for data conversion, training, etc. Any issues will be escalated to the SunGard Project Manager in the event that the Customer's needs are not being met.

1.1 Delivery Overview

- Data conversion from single land management database and the SunGard NaviLine systems
- Create & Track Permits/Projects/Code Enforcement Cases/Licenses/Citizen Incidents
- Provide ePlan review functions digitally (Bluebeam)
- Automated and manual workflow
- Mobile inspection (ITRAKIT)
- Reports & letters
- Online web portal for permit visibility & inspection scheduling, including permit application or payment acceptance (eTRAKIT)
- Integration with financial application
- Integration with ArcGIS Server

1.2 Duties & Responsibilities of Customer

Customer will provide all information necessary for SunGard to establish the software's configuration, including but not limited to:

- (1) Current valuation and fee structures;

- (2) Current Permit, Project, License, and Case type designations and categories;
- (3) Examples of all current reports used by the Customer relating to business process management;
- (4) Any exceptions to the typical business processes, or any special lifecycle requirements.

The Customer will provide SunGard with access to Customer workstations, servers, and disk space for the purpose of SunGard deploying the acquired Software. Customer workstations and servers must be compatible with software configurations requested by SunGard. SunGard may, at its discretion, provide a workstation to be deployed on the Customer's network for the purpose of demonstrating the configuration of the acquired Software.

The Customer will ensure and provide staff who will be trained in use of SunGard software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to SunGard necessary to complete the project, including, but not limited to: (a) Data obtained from Customer's present system to be incorporated into the new SunGard software; and (b) information relative to desired letters/reports to be incorporated into the SunGard software. Should substantial changes occur that affects the negotiated project timeline, SunGard will provide the Client with a Change Order for additional services to extend the project timeline.

Scope Overview

The purpose of this project is to replace the Customer's current NaviLine Community Development applications with a new completely integrated solution and to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the TRAKIT application. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

1.3 Organizational Scope

The following departments and organizations will be part of the scope of the system. Customer represents that each of the departments and organizations below are comprised of Customer Employees.

Customer Departments in Scope for the project

Departments	

1.4 TRAKIT Software Scope.

SunGard will deliver computer software (TRAKIT) and database structures for SQL/Server database

Provide TRAKIT modules for Community Development to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects

Deliverable: TRAKIT software modules to include:

- 1) GeoTRAK
- 2) AEC TRAK
- 3) PermitTRAK
- 4) ProjectTRAK
- 5) CodeTRAK
- 6) CRMTRAK
- 7) LicenseTRAK

Deliverable: Deliver General License Renewal automation for LicenseTRAK

The acquisition of LicenseTRAK includes sixteen (16) development hours for the sole purpose of basic, custom development related to License Renewal automation within TRAKIT and/or eTRAKIT, and four (4) hours for the purpose of scoping the client's License Renewal needs. The hours may only be used during the scope of the original project implementation. Actual level of effort will be determined upon agreement of specifications that will be outlined in collaboration with the client, and a scoping document provided by SunGard. Client will be responsible for a Change Order should the development hours required exceed the allocation allowed in this statement of work. If additional effort is required, the License Renewal deliverable may be delivered outside of the scope of the core TRAKIT implementation.

Provide eTRAKIT modules for web-based Citizen/Contractor permit processing.

Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:

- 1) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
- 2) Request inspections as a Contractor or Citizen.
- 3) Review inspection, review, condition, fee statuses and updates.
- 4) Search general license information. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
- 5) Submit complaints.
- 6) Interact with Customer GIS maps.
- 7) Create user logins for citizens and/or contractor login.
- 8) Inspector login to change/input results.
- 9) Reviewer login to update review notes and status results.

Provide iTRAKIT Inspect, iTRAKIT Code, and iTRAKIT Fire modules for field-ready iPad interface.

Deliverable: iTRAKIT module for iPad to provide the following functions:

- 1) Login as TRAKIT Inspector.

- 2) Complete and result scheduled PermitTRAK inspections from the field.
- 3) Utilize in off-line mode without internet connection (GIS will not update).
- 4) Provide access to Google Maps.
- 5) Calculate efficient route.
- 6) Upload photos from iPad, and view associated attachments (requires connection).

Provide Integration to ArcGIS

Deliverable: The TRAKIT Standard GIS Viewer is delivered with features to enable your agency to manage all development activities such as permits, projects, land management, code enforcement, licensing, and inspections directly from the parcel fabric. Some features are included below:

- 1) Accessible from any TRAKIT module
- 2) View restrictions for a parcel
- 3) Zoom in/zoom out control
- 4) Use the mouse wheel to zoom
- 5) Full Map button allows immediate access to full map extents
- 6) Add new restrictions to a single parcel or multiple parcels at once
- 7) Functionality allowing the addition, removal, or copying of records
- 8) Allows the selection of multiple records at one time
- 9) Create multiple records at once with unique record numbers
- 10) Selection List for adding/removing parcels from a selection
- 11) Map overview window to easily navigate around screen
- 12) Print Map view using a print template
- 13) Query and plot TRAKIT data on the map
- 14) Allows user to pan around the map
- 15) Change the properties of the measurement (metric, feet, acres, etc.)
- 16) Export the selection list into Excel
- 17) Use Dynamic or Tiled Map services
- 18) Select parcels by circle, polygon, line, etc.
- 19) View a list of parcels selected within a separate window
- 20) Ability to use "sketching" tools on map (different colors, transparencies, pushpin images)
- 21) Draw polygons, shapes, squares and lines on map
- 22) Insert text directly on the map
- 23) Can see related record details (permits, cases, projects, etc.) of the parcel
- 24) Clear Selection allows user to clear the selected list
- 25) Show Data displays all attributes at the selected parcel
- 26) Print reports, labels, or letters for the selected parcel group
- 27) Radius Notification allows a buffer distance to be selected for multiple parcels
- 28) View a "pop-up" window with details about current selected parcel
- 29) Look at streets with Google® Maps Street View (requires Google key)
- 30) View pictometry with Microsoft® Bing Maps
- 31) Create a query and save custom queries for visually displaying details
- 32) Quickly run a saved query from the Advanced Search
- 33) Associate different user-specific Bookmarks based on different views
- 34) Administrators can change map preferences and import different GIS data
- 35) View attribute data for any layer

- 36) Route daily Inspections (requires Network Analyst)
- 37) Search for properties based on user defined criteria without leaving the map
- 38) Export the map into a JPEG
- 39) Add external map services
- 40) Advanced Table of contents with layer visibility toggle and legend
- 41) Integrates with Geocode services
- 42) Incorporate push-pins to the map (associate custom push-pins)

Deliverable: Advanced GIS:

The acquisition of Advanced GIS license includes sixteen (16) implementation hours of services in the agreement for the sole purpose of configuring Spatial Rules within TRAKIT. The implementation hours may only be used during the scope of the original project implementation. Should the actual level of effort be determined to exceed the implementation hours allocated in this statement of work, the Client may reduce their request for Spatial Rules or be responsible for a Change Order to complete the full set of Spatial Rules requested.

1.5 Data Conversion Scope

The following data from the Customer's legacy system has been identified as data needing to be converted to TRAKIT and is included in the services identified in the agreement. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by SunGard. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

SunGard has included conversion services and pricing in the Agreement for the conversion services outlined below.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. SunGard does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

Applies to: Land data from a single source, historical data in SunGard Legacy Systems.

- o Assessor / GIS Connect
- o Naviline

Requirements and Notes:

Customer will:

- (1) For GeoData/GIS Conversions:

- a. Client understands that TRAKIT integration relies on the agency's source data format remaining constant once conversion instructions are provided by the client. Any change to the TRAKIT GIS/GeoTRAK integration that is due to data format changes will be subject to a Change Order.
- (2) Customer to provide SunGard all tables and files that are necessary for historical data conversion.
- (3) Customer to provide all necessary files and data to SunGard within thirty (30) days of project commencement date.
- (4) Customer to sign off on Data Conversion Data Mapping Specification provided by SunGard.
 - a. While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
 - i. Modifying translation logic for data sources that are included in this document;
 - ii. Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
 - b. Major changes will incur an additional cost. Major changes include:
 - i. Requirements to convert additional data sources;
 - ii. Modifications to structure of data sources, including field names or data types;
 - iii. Changes requested after the deadline for issue submission;
 - iv. Fundamental changes to conversion methodology as determined by SunGard.
- (5) Customer will thoroughly test data converted by SunGard after each delivery and report issues within the timeframes agreed in the Project Schedule. In the event that unplanned data conversion activities are required, then SunGard and Customer will mutually agree on an appropriate change in project cost.

1.6 Integration Scope

The Integrations with TRAKIT identified in the Agreement are as further described below. During the project, further discussion and discovery will take place and the Customer may request that SunGard perform modifications to the integration services scope. If the integration scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Applies to: Deliver integration to Naviline financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKIT system into the Naviline financial system. A sample export routine with instructions must be provided to SunGard within 30 days of contract execution.

Applies to: Provide API for digital plan markup for (Bluebeam).

Deliverable: SunGard will integrate with the Bluebeam software using standard scripting (bFX and bAX file formats). Customer will license Bluebeam Revu Standard.

Customer will use Bluebeam for markup/annotation purposes of any submitted plans.

- 1) Plans can be submitted either in-person by customer or via the eTRAKIT portal.

- a. After a submittal through eTRAKIT, the user will see the attachment (PDF) for viewing within TRAKIT.
- b. New reviews will be created within TRAKIT and assigned to specific Reviewers for follow-up during the initial application intake process of eTRAKIT.
- c. When the user is reviewing, they will see any corresponding attachments in TRAKIT.
- 2) Viewing and opening attachments in TRAKIT.
 - a. Only applies to PDF document submittals.
 - b. TRAKIT user will see a button next to any PDF documents allowing the user to "Open in Bluebeam."
 - i. Bluebeam Revu must be installed on the Customer user's workstation for Bluebeam software to open.
 - c. Attachment will be sent to Bluebeam and opened on the user's workstation.
 - d. User will markup, comment, and annotate within Bluebeam Revu software.
 - e. User will use "Save" function to save their work back to TRAKIT's attachments.
 - i. TRAKIT application must be accessible to the user's Intranet. Or the TRAKIT Application server must be exposed to the internet for post-back.
 - ii. Comments, markups, and annotations will remain within Bluebeam software and not copied back into TRAKIT.
 - f. Multiple departments are able to work on the same plans simultaneously and save comments separately.
 - i. Standard notes from TRAKIT will not incorporate with Bluebeam Revu. These would need to be exported and imported to each user's desktop as a Toolkit component if required.
- 3) Resubmittals of plans from customer will be stored in the TRAKIT attachments.
 - a. TRAKIT user will see a checkbox next to each attachment and a button, "Copy Previous Revisions," allowing the prior comments from a previous iteration to be copied onto the newest plan set.
 - b. The PDF will then be opened in Bluebeam Revu for editing/confirmation of previously noted issues.
 - c. User can use Bluebeam's statuses to determine which issues have been resolved, or are still pending.
- 4) Compare between two (2) PDF versions.
 - a. TRAKIT user will see a checkbox next to each attachment and a button for "Compare," opening both versions into Bluebeam Revu.
 - b. Both PDFs will appear in a side panel within Bluebeam. User will see the following details within the panel:
 - i. Attachment names
 - ii. TRAKIT logo
 - iii. Permit/Project #
 - iv. Record Description
 - c. User will then select "Overlay" function in Bluebeam to compare the two PDFs.
- 5) Permit Technician/Project Owner will have function to flatten and finalize plans via Bluebeam Revu.

Applies to: Provide 'Advanced Merchant' Cashiering suite services.

Deliverable: Standard level Cashiering suite includes choice of 4 cashiering components. Choose from either: a) eTRAKIT credit card acceptance, b) eTRAKIT eCheck acceptance, c) Credit card reader

(chip/pin), d) Credit card reader signature capture, e) Credit card reader Debit card acceptance, f) Credit card reader NFC collection, or g) Cash drawer integration w/ APG Series 4000.

Supported payment vendor gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution. Standard payment vendor gateways include the following:

- a. Authorize.NET
- b. USA ePay
- c. Virtual Merchant
- d. PayFlowPro (PayPal)
- e. Cardknox

Requirements and Notes:

SunGard is not responsible for the applicable third party software, third party hardware, third party system software or third party services costs which may be required for the configuration of the interfaces described or any additional costs that the third party might require for the integration to be successful.

The Customer is responsible for any necessary communications with third party vendors, if necessary, to accomplish the Interface scope in this SOW. This includes notifying third party vendors of their intent to interface products and the projected timelines for implementation. SunGard is not responsible for delays caused by third party readiness.

1.7 Modification/Enhancement Scope

The Customer has included hours for the following modifications or system customizations in scope for this project.

- When an AEC TRAK record is changed (Company, address, city, state, zip, phone, email), look for any linked contacts on active records:
 - o Permits with no FINALED date
 - o Projects with no CLOSED date
 - o Cases with no CLOSED date
 - o Licenses that have not expired

Then update update those records with the new AEC TRAK information.

- When choosing the "print to email" function, add preference to default it to a certain contact (by module).
 - o Example: If you configured PermitTRAK = Applicant
 - o When you print to email, the applicant on the permit would be the default "to" email address, etc.

1.8 Forms and Reporting Scope

The following forms, reports, and routines have been identified and included in the agreement as further described below.

Deliverable: SunGard will provide services as outlined in the agreement for custom report modifications.

Deliverable: Provide one hundred (100) standard reports from TRAKIT's library, along with the following standard libraries:

- o Permit Library includes a standard Permit Form, Certificate of Occupancy, Receipt, Invoice, and Inspection Results Letter.
- o Enforcement Library includes two (2) standard Violation Letters.
- o Plan Corrections Library includes a standard Plan Correction Notice and a standard Planning Commission Staff Report.
- o Regulatory License Library includes a standard License and two (2) standard Renewal License Notices.

Deliverable: SunGard will provide services as outlined in the agreement for custom form modifications.

Requirements and Notes:

- (1) Custom forms/reports specifications must be identified and signed off no later than the initiation of the Testing Phase of project, or as defined by the agreed Project Plan.
- (2) Customer to provide information regarding fee formulas, usage, permit and project forms.
- (3) Sign off on forms/reports specification provided by SunGard:
 - a. While minor changes to specifications are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the format and content is correct to the best of Customer's knowledge. Minor changes include:
 - i. Modifying form/report logic for data sources that are included in the specification;
 - b. Major changes may incur an additional cost as defined by SunGard. Major changes include but are not limited to:
 - i. Requirements to reformat the report after it has already been delivered;
 - ii. Modifications to the structure of content being displayed;
 - iii. Changes requested after the deadline for issue submission;
 - iv. Fundamental changes report format/content as determined by SunGard.

1.9 Installation Services Scope

The SOW describes below the installation services identified in the Agreement. These services include the following:

- Installation of two (2) instances of TRAKIT to be completed.
- There will be one (1) initial installation and a copy will be taken to create the second instance (TEST account) prior to the client's go-live event.

- SunGard will complete all installation remotely.

Requirements and Notes:

- (1) SunGard and the Customer will mutually agree on the dates and schedule for the installation and other services in this area.
- (2) SunGard does not configure or install any hardware, or provide IT support for other software (e.g. SQL server, SSRS, etc.) that exists in the client's environment.

1.10 Training, Configuration, and Testing Scope

SunGard includes training, Configuration, and Testing as outlined in the Agreement and further described below.

Discovery Phase

Deliverable: Provide web conferencing training, Onsite Meetings, and Remote Reviews as outlined in the agreement.

Deliverable: Customer to complete configuration workbooks provided by SunGard. The workbooks are designed to assist SunGard in capturing the Customer's business processes and requirements. SunGard will use a combination of the workbooks and information gathered during meetings to set up and configure the software.

Configuration Phase

Deliverable: Provide remote configuration of TRAKIT software as outlined in the agreement and as specified by the client workbooks.

Testing Phase

Deliverable: Provide Onsite training, Onsite Meetings, and Remote Configuration as outlined in the agreement.

Education Phase

Deliverable: Conduct on-site, hands-on End User training at Customer office as outlined in the agreement. Class size is limited to eight (8) students per day.

Deliverable: Provide System Administrator training for up to one (2) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.

Deliverable: Provide Report Writing training for up to one (2) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.

Launch Phase

Deliverable: Provide onsite go live assistance at Customer's office as outlined in the agreement.

Requirements and Notes:

1. Onsite means at Customer's facilities
2. Remote means from SunGard facilities
3. Completed workbook must be received by SunGard prior to the start of the configuration phase

User Category Definitions

Power User/ SME	Includes those individuals providing business process overview used to make TRAKIT configuration decisions during the Discovery phase, and providing testing feedback during the Testing phase of the project. These individuals comprise the Power User/ SME of decision makers for the other groups. For instance, if there is 5 building inspectors, we recommend selecting a single inspector to represent the entire team.
End Users	All users that will need to be trained on the use of TRAKIT for conducting daily operations.
Customer Steering Committee	Those individuals usually comprised of department division managers/directors, making executive level decisions. Responsible for signing official documents related to the TRAKIT implementation and providing guidance on management needs. Sometimes comprised of Power User/ SME.

Stages and Milestones

1.11 Kickoff / Review

Begins: Contract Execution

Ends: Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer

Description: This stage of the project involves discussing and documenting how the business processes and systems will function. It will include meetings, both in person and remote, between the SunGard PM and Customer team. The Customer will fill out workbooks based on discussions and guidance from SunGard. The SunGard PM will be the Customer's main point of contact, and is responsible for the overall design of the system. SunGard's data conversion team will work with Customer staff to map and document data to be migrated into TRAKIT.

During this stage of the project, SunGard will create a project plan. This project plan will outline tasks, SunGard resource roles, Customer resource roles, duration, dependencies and start/end dates throughout the project. It will be used to help the Customer plan its own internal task scheduling as well as provide shared visibility into timelines as the project progresses. SunGard will be responsible for updating the project plan each week following a status update call with the Customer.

Primary Responsibilities for Customer:

- Communicate project goals, value, schedule internally
- Assist in developing project schedule / milestone dates
- Purchase/install system infrastructure and provide appropriate access (VPN, etc.)
- Ensure that all appropriate Power User/ SME participate in all relevant discussions
- Provide process flows, source data, and documentation in a timely manner

- Make informed business decisions in a timely manner
- Complete workbooks with assistance from SunGard
- Provide contact information for any relevant 3rd parties

Primary Responsibilities for SunGard:

- Conduct kick-off meeting with Customer.
- Install base software with demonstration data
- Creation and maintenance of shared project plan
- Organize and lead design sessions with Customer. As permitting consultant and expert on TRAKIT software, provide guidance on best practices, changes to increase efficiency, and challenge Customer's current processes and way of thinking.
- Document TRAKIT configuration requirements, functionality and workflow
- Document interface requirements/mappings
- Services to be provided do not include hardware

1.12 Configure

Begins: Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer.

Ends: Customer acknowledgement on Testing Begins letter.

Description: SunGard will be responsible for configuring TRAKIT, while the Customer will be responsible for coordinating any 3rd party vendors and developing any documentation required for system testing. All communication between the Customer and SunGard in this stage is anticipated to be done remotely. The SunGard PM will be the Customer's primary contact with other SunGard resources utilized as-needed.

Primary Responsibilities of Customer:

- Coordinate configuration / development of any 3rd party vendors
- Develop standard operating procedure (SOP) documentation
- Develop testing and training plan
- Participate in weekly status calls

Primary Responsibilities of SunGard:

- Perform agreed-upon configuration / data conversion
- Coordinate additional information from Customer as needed
- Lead weekly status calls with Customer
- Maintain shared project plan

1.13 Test / Initial Training

Begins: Customer acknowledgement on receipt of Testing Begins letter.

Ends: Customer acknowledgement on Testing Ends Letter.

Description: This stage of the project will begin with a SunGard training expert coming onsite to perform Power User/ SME training with Customer staff. The Customer will then begin its testing process, notifying SunGard as issues / questions arise. There will be remote communication between the Customer and SunGard PM regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. SunGard will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other 3rd party systems. The Customer will be responsible for communicating issues / resolution with all relevant vendors. The SunGard PM will remain the Customer's main point of contact, but this stage will likely see increased involvement from other SunGard team members for testing support.

Primary Responsibilities of Customer:

- Provide key staff availability and appropriate facilities for training and testing
- Execute all phases of testing plan, including 3rd party integration
- Provide constructive, detailed feedback to SunGard based on testing results
- Coordinate issues / resolution to 3rd party vendors
- Amend training plan / SOPs as needed
- Participate in weekly status calls
- Participate in system administration and report writing training at SunGard facilities in San Diego, CA
- Lead end-user training sessions

Primary Responsibilities of SunGard:

- User training for Power User/ SME Testing
- Assist Customer with questions / issues on as-needed basis
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Provide iterative configuration / data conversion deliveries based on testing feedback
- Lead weekly status calls with Customer
- Maintain shared project plan

1.14 Final Training / Go Live

Begins: Customer acknowledgement on completed Testing Ends letter.

Ends: Customer sign-off of completed post go-live follow-up visit from SunGard and any outstanding systems issues clearly identified.

Description: This stage of the project involves using the system in production. The Customer and SunGard will agree upon a go-live week during which the Customer will cease use of the NaviLine system and will begin using TRAKIT for production use. Immediately prior to go-live, SunGard and the Customer will perform data conversion from legacy system(s) into TRAKIT. During data conversion, the Customer understands that services on legacy software may need to be suspended or operations be continued in an alternative manner.

The Customer will begin production use of TRAKIT with the SunGard PM onsite for support. Although other SunGard team members will likely be involved with support tasks and the resolution of issues, the SunGard PM will continue to be the Customer's main point of contact throughout Go-Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the SunGard PM roughly 45 days after go-live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer's goals.

Primary Responsibilities of Customer:

- Coordinate historical data conversion with SunGard
- Coordinate internal and external communication of Go-Live plan and potential business impacts
- Provide staff availability for end-user training
- Follow standard operating procedures
- Provide staff availability for rapid issue response
- Work collaboratively with SunGard team to rapidly solve any production issues as they occur

Primary Responsibilities of SunGard:

- Convert historical data prior to go live
- Provide onsite go-live support
- Work collaboratively with Customer team to rapidly solve any production issues as they occur
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Lead weekly status calls with Customer
- Maintain shared project plan
- Perform follow-up visit
- Provide system administration training at SunGard facilities.

Implementation Approach

1.15 Data Conversion Approach

Data conversion development is the joint responsibility of the Customer and SunGard. Customer will be responsible for extracting data from the legacy system. SunGard will be responsible for importing the data conversion files received from the Customer into TRAKIT using standard imports (where available) or conversion programs.

When SunGard is engaged to write a data conversion via a conversion program, the process flows as outlined:

Task	SunGard Role	Customer Role
Validate conversion scope	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
Discovery call between the Customer and the Data Conversion Specialist assigned to write the data conversion program. During call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Provide to SunGard all tables and files that are necessary for historical data conversion.	Provide FTP or other agreed upon secure method for transfer of data	Provide data
Specifications are created by the Data Conversion Specialist and sent to the Customer	Develop Specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revised specifications as necessary	Review Specifications and provide feedback
Complete data conversion checklists. Client and SunGard will compile separate checklists that will be compared at data delivery	Complete data conversion checklists and compare to client checklist	Provide data from Legacy system in SunGard required formats, and complete data conversion checklist
Deliver data and data conversion checklists for testing. Walk the customer staff through testing data conversion	Deliver data and completed data conversion checklist	None
Tests results and reports any discrepancies	Supports the Customer Testing converted data	Test and validate data
SunGard Data Conversion Specialist adjusts conversion program and delivers data	Adjust Conversion Program	None
Steps 8 and 9 are repeated until sign off in step 11.	-	-
Customer signs off on completion	None	Sign Off

Requirements and Notes

- 1) The Customer is responsible for validating all data once it is converted into TRAKIT
- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the conversion process, clean all data, and extract data from legacy to comply with SunGard file layouts.

- 3) The Customer resources will provide the resources to assist with legacy data, data mapping and data validation.
- 4) The Customer will be responsible to get the legacy data "conversion ready", meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that SunGard can read for import purposes (Excel spreadsheet, for example).

1.16 Interface Approach

Interface development is the joint responsibility of the Customer and SunGard. Customer will be responsible for interface development work to/from existing legacy systems. SunGard will be responsible for interface development work to/from the TRAKIT system.

When SunGard is engaged to create an interface program for following process will be followed:

Task	SunGard Role	Customer Role
Validate Interface Scope	Provide input on scope and advise Customer on best practices related to interfaces	Provide input
Discovery between The Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Specifications are created by the Interface Developer and sent to the Customer	Create specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revise Specifications as necessary	Review Specifications
Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to SunGard
Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation.	Revise interfaced report as necessary	None
Steps 6 and 7 are repeated until sign off in step 9.	-	-
Customer signs off on completion	None	Provide Sign Off

Requirements and Notes

- 1) The Customer is responsible for validating all data transferred into TRAKIT and data transferred from TRAKIT to another application

- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the interface process.
- 3) The Customer resources will provide the expertise in 3rd party data, data mapping and data validation.

1.17 Reports Approach

When SunGard is engaged to write reports SunGard and the Customer will use the following approach.

Task	SunGard Role	Customer Role
Create Scoping Document	Provide input on scope and advise Customer on best practices related to reports	Define initial report and requirements
Discovery between The Customer and the Project Manager. Specifics of the report are detailed so that both parties have a full understanding.	Participate in discovery and make decisions	Document specifications
Specifications or current report samples are created by the Customer and sent to SunGard	Develop specifications and send to Customer for review	Provide input and answer questions if necessary
SunGard and Customer reviews and signs specifications	Review specifications and provide feedback	Revise Specifications as necessary
Report Writer creates report and delivers to the Customer	Create report	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review and test report. Provide feedback to SunGard
SunGard Report Writer adjusts report based on the Customer feedback and re-delivers.	Revise Report (if necessary)	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	SunGard Role	Provide Sign Off

Requirements and Notes:

Customer will provide written specifications and or current samples for all reports SunGard has agreed to develop.

1.18 Forms Creation Approach

When SunGard is engaged to develop custom Forms, SunGard and the Customer will use the following approach.

Task	SunGard Role	Customer Role
Validate Forms Scope	Provide input on scope and advise Customer on best practices related to Forms	Define initial Forms and requirements
Discovery between the Customer and the Project Manager. Specifics of the Workflow are detailed so that both parties have a full understanding.	Document forms specifications	Participate in meetings and make decisions
Specifications are created by the Project Manager and sent to Customer	Develop specifications and delivery to Customer	Provide input and answer questions if necessary
The Customer reviews and signs specifications	Revise Specifications as necessary	Review and provide feedback on specifications
SunGard Form Developer creates Forms and delivers to the Customer	Create forms	Provide SME to answer questions if necessary
Customer staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Test forms
SunGard Form Developer adjusts Forms based on Customer feedback and re-delivers.	Adjust forms based on Customer feedback	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	SunGard Role	Provide Sign Off

Requirements and Notes:

Customer will use one of SunGard's standard formats. If SunGard standard format does not meet requirements, the Customer can have a custom formed created at additional expense.

1.19 Consulting, Configuration, and Testing Approach

SunGard Training, Consulting, and Configuration are broadly defined by the below approach.

Task	SunGard Role	Customer Role
Customer will complete configuration Workbooks supplied by SunGard. The Workbooks are designed to provide SunGard staff with the Customer business requirements to assist with set up and configuration.	Provide Workbook and support the Customer as they complete	Complete Workbooks
SunGard staff will lead and participate in all phases of the project to make sure the Customer can effectively use TRAKIT	Lead and participate in all phases of the project	Participate in the project
SunGard will assess via Business Process Review the Customer's business practices and make recommendations in the best practice use of TRAKIT. These recommendations will be used to guide the use and configuration and use of TRAKIT	Provide thorough business process review and make recommendations	Provide business requirements and describe current business processes and practices
SunGard will train End Users on all aspects of TRAKIT so they have adequate knowledge to support and use the software effectively	Train End Users on all aspects of TRAKIT	Participate in all training
SunGard will supply configuration options (as necessary) based on the Customer's business practices	Supply configuration options	Make configuration decisions
SunGard will work with and train the Customer on the set up and configuration of TRAKIT	Train Customer on set up and configuration	Participate in all necessary set up and configuration
Customer will actively test all configured components of TRAKIT after system is set up and configured by SunGard	Support Customer during testing phase	Test and report all discrepancies to SunGard

Requirements and Notes:

- 1) Prior to the Business Process Review the Customer is to provide business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKIT.
- 2) Customer will create and document a testing plan prior to the beginning of testing
- 3) Staff with the appropriate skills and experience will be furnished by SunGard Public Sector for each Consulting Session or other review activities, whether onsite or conducted remotely.
- 4) Customer will actively participate in all training, consulting, and configuration of TRAKIT
- 5) The Customer will supply SME's in all areas of the software and will provide information to SunGard consultants on business processes, policy, and information in order to set up and configure all areas of TRAKIT.

1.20 Training Approach and Knowledge Transfer

SunGard will train both the Customer Power User/ SMEs and End Users as part of this project.

Power User/ SME Training: SunGard Public Sector will conduct training for the Power User/ SME. The following areas are the types of training SunGard will conduct with the Customer's Power User/ SME.

Training Descriptions	Descriptions
Module overviews	SunGard staff gives the Customer an overview and understanding of all the modules in TRAKIT which are part of this SOW.
TRAKIT Navigation Training	Basic navigation on the user interface in TRAKIT
Security Training	SunGard will train the Customer on all aspects of how to set up and use the Security components in TRAKIT. Customer is responsible for overall Security set up and configuration after training.
TRAKIT Module Configuration and Unit Testing	SunGard completed the set-up of TRAKIT and does initial testing.
Process Training	Once TRAKIT is set up, data is converted, and the Customer Power User/ SME has been trained the Customer will fully test. SunGard will train the Power User/ SME on how to create and process records using the TRAKIT software. This will prepare the team to conduct testing and to start getting prepared for end user training.
End-User Training	SunGard will train end-users assigned by the Customer. Training will be in a classroom environment and will be formally completed after testing is completed and before go live.

Project Governance

Project Staffing

The following list provides an overview of committees and positions for SunGard and the Customer. Final responsibilities and team members are identified during the implementation-planning phase of the implementation.

1.21 Customer of City of Bentonville, AR Staffing

Project Sponsor

The Customer's project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the Customer.

Executive Steering Committee

The Customer's Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the Customer. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Steering Committee also serves as primary level of issue resolution for the project.

Project Manager

The Customer's project manager will coordinate project team members, Power User/ SME, and the overall implementation schedule. The Project Managers will be responsible for reporting to the Steering Committee and providing the majority of the Customer's change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all SunGard activities with the SunGard project manager.

Project Core Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The Project Team will be responsible for and empowered to implement the new system in the

best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager and Steering Committee.

Requirements and Notes:

- 1) The Customer may have multiple staff providing the roles outlined above
- 2) Skill type is for example purposes only and does not reflect the actual positions at the Customer.

1.22 SunGard Public Sector Staffing

Project Management Organization (PMO)

- Provide support to Project Managers in reporting project progress to Steering Committee as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

Project Manager

- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress (duties of both the Customer and SunGard)
- Monitor and report progress on SunGard's responsibilities
- Immediately notify the Customer Project Manager and Project Sponsor/Steering Committee of any issue that could delay the project
- Fulfill all SunGard project deliverables outlined in the SOW.
- Provide SunGard Staff according to the project plan
- Facilitate coordination between all SunGard departments
- Monitor the schedule and make course corrections as necessary.
- Serve as the point person for all project issues. (First escalation point)
- Prepare weekly status along with weekly project call or meeting
- Provide issue resolution status, tracking, and procedures

Functional Leads and Trainer (Project Manager, Consultants, Developers, and Technical resources)

- Work with the Customer SMEs to design and configure the functional components of the TRAKIT system for optimal long-term use.
- Lead the TRAKIT software configuration with assistance from the Customer's Functional Leads.
- Assist with the resolution of issues
- Trains the Customer core group during the configuration of software
- Create and deliver data conversion programs according to Customer specification and this Statement of Work
- Create and deliver interface programs according to Customer specification and this Statement of Work
- Create and deliver Reports according to this Statement of Work

Project Management

SunGard's Project Work Plan will consist of the following tools and will be maintained throughout the project.

1.23 Project Schedule

SunGard will create a detailed project schedule encompassing the full scope (all phases, including third party activities) of the project within 60 days after contract signing. The Customer's project manager will provide feedback on the project schedule.

The Project Plan will contain:

- All project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- All Milestones and Deliverables
- Task dependencies (if applicable)

1.24 Agendas

SunGard's project manager will provide a project schedule as part of the work plan. The schedule will outline the planned SunGard onsite visits for SunGard staff. Agendas for all work sessions will be provided by the SunGard Project Manager at least 1 week prior to any on-site meeting. Agendas will include:

- Meeting objective
- Detailed tasks to be performed
- Recommended participants
- Detailed schedule breakdown of meeting topics
- Resources required for each meeting.

1.25 Status Meetings

SunGard and the Customer will hold at minimum a bi-weekly meeting on a schedule to be determined.

A regular status meeting with the Power User/ SME members including the SunGard and Customer Project Managers. Topics to include.

- Project plan
- Discuss current activities
- Action items from the last meeting
- Project Issues and Risk log
- Milestone or Deliverable

The Customer Project Manager and Steering Committee should participate in status meetings on a bi-weekly basis. Topics to include.

- Project Overview and Status

- Critical issues impacting the project
- Decisions needing steering committee assistance
- Milestone or Deliverable approval

1.26 Status Reports

SunGard's project manager will prepare status reports on a weekly basis for the duration of the project. Status reports will be used to communicate key project information to the Customer's Project Manager and Steering Committee. Reports are to include:

- Project Status
- Summary of accomplishments
- Late Overdue items
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Project Budget

1.27 Issues Log

SunGard and Customer will maintain a list of issues (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Both Customer and SunGard project managers and project team members are responsible for adding items to the issues log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Component unit/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested (if applicable)
- Date Closed (if applicable)

The Customer and SunGard project managers will review the Issues Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.

The Customer Project Manager or the SunGard project manager may choose to escalate and issue following the issue resolution process defined in this SOW.

Items directly related to TRAKIT will be logged with SunGard's Helpdesk, and tracked in the case system.

1.28 Deliverable and Milestone approval

The Customer will review, approve and provide written sign-off for all Deliverables and Milestones identified in Appendix 1 of the SOW by following the below process:

1. SunGard will submit in writing to the Customer a Deliverable or Milestone completion form for each completed Deliverable or milestone.
2. The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within five (5) business days of receipt of the form for each completed Deliverable or Milestone. If SunGard does not receive a signed completion form within five (5) business days and the Customer has not requested additional review time, the Deliverable or Milestone will be deemed accepted.
3. SunGard and the Customer will work together to review Deliverable and Milestones which are not approved and create a plan to address. When the Deliverable has been updated or the Milestone achieved a revised form will be submitted. The Customer will then review the Deliverable or Milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within five (5) business days of receipt of the updated completion form. This process will be repeated until the Customer grants approval and signoff on the Deliverable or Milestone.
4. In all instances, the terms of section 2.2 will apply in that should substantial changes occur that affects the negotiated project timeline, SunGard may provide the Client with a Change Order for additional services to extend the project timeline.

Upon approval of the Deliverable or Milestone, the Customer Project Manager will sign the completion form and shall return it to SunGard's Project Manager.

Change Requests and Changes to this Scope of Work

The Customer and SunGard may request a change to this scope of work by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and SunGard) required to perform the change
- Specifications if applicable
- Implementation Plans
- Schedule for completion
- Verification and Approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either SunGard or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the Dispute Resolution process identified in Section 9.3.

Implementation Schedule, Timeline, Scope Clarification & Miscellaneous Items

1.29 Implementation Schedule

Specific project dates will be mutually determined upon execution of the contract and will be maintained in the Project Plan.

1.30 Facility Requirements

SunGard recommends the following facilities be available for the entire life cycle of the project.

1. The Customer will provide an adequate workspace for each onsite SunGard Public Sector consultant, with access to a desktop workstation, network, and close proximity to the Customer Project Team. Adequate breakout and conference space will also be provided.
2. When SunGard Public Sector is onsite, the Customer Project Team should ideally be located near the SunGard Public Sector project members to facilitate good communication and coordination amongst the team members.
3. Customer to provide classroom space, workstations, and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then SunGard can provide onsite laptop labs for an additional cost.

1.31 Dispute Resolution Procedures

The Customer and SunGard should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and SunGard will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to SunGard and Customer's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the SunGard Project Manager and the Customer's Project Team (including the Customer's Project Manager).

All issues or concerns will be discussed actively and openly between SunGard's Project Manager and the Customer's Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or SunGard should escalate challenges to SunGard management in the sequence below, as needed:

Contact	Phone	E-mail
Timothy Pease – Mgr., Professional Services	407-304-3938	timothy.pease@sungardps.com
Jodie Kubiak – Sr. Mgr., Professional Services	407-304-3451	jodie.kubiak@sungardps.com
Nathan Hershkowitz—V.P. SunGard PS	858.451.3030	nathan.hershkowitz@sungardps.com
Tom Amburgey—V.P. SunGard PS	407.304.3022	tom.amburgey@sungardps.com
Mike Borman—CEO SunGard PS	407.304.3019	mike.borman@sungardps.com

Escalation to Customer Management Team should be as follows:

Contact	Phone	E-mail

Appendix 1: Project Timeline

Target dates for the tasks and milestones will be established during the planning/kick off phase of the project.

Task	Client Responsibilities	SunGard Responsibilities
1. Contract Execution	Client signs contract.	SunGard signs final contract.
2. Delivery of TRAKIT software and License Key		SunGard provides FTP access to facilitate data exchanges with Client. SunGard delivers Client software and license key via the FTP site.
3. Project Hand-Off Call	Client reviews and sets initial Project Timeline dates with SunGard.	SunGard & Client review Project Timeline; SunGard delivers electronic copies of Configuration Guide.
4. Confirm Hardware & Required Systems	Client provides confirmation that all required hardware, servers, database systems, and related components are ready.	SunGard reviews hardware specifications with Client; SunGard confirms remote access.
5. Initial Data Extract	Client uploads all legacy databases quoted in the contract to SunGard's FTP site.	SunGard reviews initial data upload.
6. Project Timeline Sign-Off SIGN OFF	Client signs-off on remaining project milestone dates.	SunGard provides Client with timeline dates.
7. Software Installation	Client provides remote access to servers.	SunGard installs all TRAKIT software on Client servers. One workstation will also be tested.
8. Database Consultation SIGN OFF	Client conducts meeting with SunGard to discuss the data conversion process and a brief review of the data structure. Client signs-off on Data Source Document.	SunGard provides suggestions to ensure expectations are reviewed.
9. GIS Consultation SIGN OFF	Client conducts meeting with SunGard to discuss the delivery expectations for GIS data.	SunGard offers suggestions to ensure expected delivery is achieved. SunGard provides a sample 'Map Template' to be used within TRAKIT GIS.
10. Map Template Delivered		The sample map template is also delivered to the client.
11. Delivery of Geodatabase	Client uploads geodatabase onto SunGard's FTP site for data mapping.	SunGard begins mapping the source tables to the TRAKIT structure.
12. Screenshots of Existing Software	Client provides screenshots of existing software that relate to the data conversion process.	SunGard reviews screenshots and begins mapping of data; SunGard

Task	Client Responsibilities	SunGard Responsibilities
		prepares data mapping document to submit to Client.
13. Demo Existing Legacy Systems	Client conducts an overview of their existing system for SunGard.	SunGard reviews current legacy systems with Client.
14. Remote Webinar Training Series	Client attends and participates in remote 2-hour webinar training sessions for each Power User/ SME.	SunGard conducts webinar training sessions prior to onsite meeting.
15. Kick-Off Meeting ON SITE	Client attends and participates in Kick-Off Meeting, which includes a review of the Configuration Guide and Workbook.	SunGard conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing GeoTRAK data fields. SunGard provides workflow samples for future discussions.
16. 1st Workbook Review Remote Discussion	Client Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook is being updated.
17. 1st Geo TRAK Workbook Review	Client reviews land data mapping details and configuration information with SunGard.	SunGard reviews configuration workbook and provides feedback as applicable.
18. Initial Workflows	Client provides initial workflows from various Departments for review.	SunGard reviews initial workflows submitted for Business Process Meeting.
19. Business Process Review Meeting ON SITE	Client provides business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKIT.	SunGard assists the Client with Workbooks, identifies process adaptations, and reviews specifications for reporting requirements.
20. 1st Draft of Data Mapping Document	Client to review data mapping document and, when required, participate in a comparison review of legacy data with SunGard.	SunGard to review initial draft of data mapping document with Client.
21. 2nd GeoTRAK Workbook Review	Client reviews the finalized GeoTRAK workbook.	SunGard reviews workbook and provides additional feedback as applicable.
22. eTRAKIT Credit Card Gateway	Client provides SunGard with eTRAKIT credit card gateway information for integration.	SunGard reviews credit card portal and prepares a scope for expectations.
23. 2nd Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department.

Task	Client Responsibilities	SunGard Responsibilities
		SunGard ensures that the Configuration Workbook & Workflows are being updated.
24. 2nd Draft of Data Mapping Document	Client to review data mapping document for legacy data provided by SunGard.	SunGard to review draft of data mapping document with Client.
25. Final GeoTRAK Workbook Review	Client submits and reviews the finalized GeoTRAK workbook.	SunGard reviews workbook and provides additional feedback as applicable.
26. Final List of Forms/Reports Due	Client delivers final list of forms and reports and defines custom scripts for additional requirements to SunGard to design.	
27. GeoTRAK Workbook Final Collection	Client provides final version of GeoTRAK workbook, including all mapping, custom screen, and spatial join requirements.	SunGard collects GeoTRAK workbook, completes those spatial joins being handled by SunGard, ensures that mapping is consistent with discussed process.
28. 3rd Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook & Workflows are being updated.
29. Workbook Review Meeting ONSITE	Client provides Workbooks and copies of needed forms/reports; Client attends department meetings to offer insight into workflow; Client provides complete set of source data for conversion.	SunGard collects Client responses to Workbooks; SunGard conducts Department meetings to ensure understanding of responses and discuss procedural needs; SunGard reviews data to convert with Client.
30. Customer Survey	Client provides feedback on the SunGard efforts to date.	SunGard conducts a review of the project to date.
31. GeoTRAK Pre-Conversion Review	Client participates in the pre-conversion review.	GIS Specialist and Data Conversion Specialist review GeoTRAK workbook to clarify mapping and conversion details.
32. Identify Bluebeam workflow	Client identifies the workflow(s) used by the Agency for electronically marking submittals.	SunGard receives this information and provides to the assigned SunGard Trainer.
33. Identify Bluebeam stamps	Client identifies all stamps necessary for Bluebeam.	SunGard demonstrates the creation of stamps in Bluebeam to ensure the client can support this in an ongoing manner.

Task	Client Responsibilities	SunGard Responsibilities
34. Project Workbook Draft	Client provides their completed Project Workbook.	SunGard reviews the submitted workbook.
35. GeoTRAK Workbook SIGN OFF	Client signs off on GeoTRAK workbook.	SunGard provides finalized GeoTRAK workbook for Client sign-off.
36. Initial Forms/Reports Scope SIGN OFF	Client participate in a review of the Forms/Reports requirements and signs-off on the initial Forms/Reports Scope.	
37. Project Workbook SIGN OFF	Client signs-off on final version of the Workbook.	SunGard will utilize the Workbook in configuration of the system.
38. Final Data Mapping Document SIGN OFF	Client approves data mapping document after a review with SunGard's data conversion specialist.	SunGard to provide data mapping documents, layouts, and explanations.
39. Map Services Delivered	Client delivers Map services to SunGard prior to Initial Delivery. Map services may include: - eTRAKIT map service - TRAKIT data map service - TRAKIT visual map service	SunGard configures Map services with data.
40. System Configuration	Client participates and provides additional information as needed by SunGard.	SunGard configures system according to Workbook responses and meeting discussions; SunGard converts historical data; SunGard creates/customizes reports and/or forms (e.g. Permit Form).
41. Power User/ SME Training Planning	Client is introduced to SunGard Trainer and develops plan for User Training	SunGard PM & Trainer meet with client to discuss User Training.
42. Initial Delivery ONSITE	Client will attend the demonstration of the delivery.	SunGard installs and demonstrates configured system with various Departments. eTRAKIT validation/preferences are reviewed with Client.
43. Workflow Processes Delivered	Client receives written workflow processes from SunGard.	SunGard delivers a sample set of workflow processes to Client for review and use during Training.
44. Power User/ SMEs Trained ONSITE	Client will provide meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for initial system configuration.

Task	Client Responsibilities	SunGard Responsibilities
45. Testing Begins SIGN OFF	Client Power User/ SMEs verify accuracy and placement of converted data, forms & reports; Client tests software configuration; Client tests program interfaces; Client tests software customizations; Client notifies SunGard of desired changes. Client acknowledges the start of the test process.	SunGard receives change requests from Client and makes necessary revisions.
46. Bluebeam Service Activated	Client installs Bluebeam licensing and begins testing Bluebeam with initial configuration.	SunGard provides access to Bluebeam integration.
47. 1st Testing Review	Client reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Checklists.
48. 1st Review of Forms/Reports	Client reviews Forms/Reports provided at Initial Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Client and makes adjustments as necessary.
49. Initial Delivery Revisions	Client delivers revision list to SunGard.	SunGard receives review comments from Client and begins adjusting configured system.
50. External Interface Review	Client tests any external data interfaces provided by SunGard; includes land update routine, accounting interface, and other data import routines.	SunGard reviews any external data import/export routines prepared for Client.
51. 2nd Testing Review	Client reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Checklists.
52. 2nd Delivery ONSITE	Client continues review of system.	SunGard delivers revisions to Client.
53. GeoTRAK Update Routine SIGN OFF	Client to review and sign-off on GeoTRAK Update Routine document.	SunGard provide the GeoTRAK Update Routine document.
54. Customer Survey	Client provides feedback on the SunGard efforts since the Workbook Review.	SunGard conducts a review of the project since the Workbook review.
55. 3rd Testing Review	Client reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Checklists.

Task	Client Responsibilities	SunGard Responsibilities
56. 2nd Review of Forms/Reports	Client reviews Forms/Reports provided at 2 nd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Client and makes adjustments as necessary.
57. 2nd Delivery Revisions	Client delivers revision list to SunGard.	
58. 4th Testing Review	Client reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Checklists.
59. 3rd Delivery	Client continues review of system.	
60. GeoTRAK Update Routine Delivery	Client provides SunGard with credentials/access to configure the GeoTRAK Update Routine.	SunGard initializes the GeoTRAK Update Routine and Python scripts (in GIS if necessary).
61. GIS Final Review	Client tests map services and updates with SunGard.	SunGard finalizes GIS configuration for Go Live.
62. Final Review of Forms/Reports	Client reviews Forms/Reports provided at 3 rd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Client and makes adjustments as necessary.
63. Final Revisions List ON SITE	Client delivers final revision list to SunGard.	SunGard receives review comments from Client and makes final adjustments.
64. eTRAKIT Final Connection Validated	Client validates the configuration settings for eTRAKIT portal.	SunGard provides remote assistance for eTRAKIT payment portal.
65. 5th Testing Review	Client reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and Checklists.
66. Final Delivery	Client reviews final items submitted.	SunGard installs modified system.
67. Go Live Dry Run	Client delivers data in preparation for Go Live.	SunGard develops a Go Live schedule for rehearsal with Client prior to actual Go Live.
68. Testing Ends SIGN OFF	Client acknowledges the end of the test process and approves findings before User Training commences.	
69. End User Training Planning	Client develops plan for End User Training.	SunGard PM & Trainer meet with client to discuss Training.

Task	Client Responsibilities	SunGard Responsibilities
70. Client Support Transition Preparation		SunGard PM assembles materials necessary to transition the knowledge of the implementation to the SunGard Client Support team
71. Client Support Transition Call	Client attends remote discussion with SunGard Client Support team.	SunGard introduces Client Support team along with expectations for using technical assistance after Go Live.
72. Transition to Live	Client provides final extract of historical data to SunGard.	SunGard converts data and loads onto Client's server.
73. End User Training ON SITE	Client provides meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for onsite training.
74. General System Administration Training ON SITE	Client End Users attend a mini System Administrator training session prior to Go Live.	SunGard conducts an accelerated System Admin session with End Users for user privilege and general configuration management.
75. Go Live ON SITE	Client Goes Live with TRAKIT, iTRAKIT and eTRAKIT.	SunGard provides Go Live support onsite.
76. Follow-up Visit ON SITE	Client assembles various Departments for review with SunGard.	SunGard conducts an onsite follow-up visit 45 days after Go Live.
77. Customer Survey	Client provides feedback on the overall project.	SunGard conducts a final review of the project implementation.
78. Go-Live System Review REVIEW	Client reviews that SunGard has provided and committed to all project deliverables.	SunGard provides a letter detailing all project commitments.
System Administrator / Report Writing Training	Client provides System Administrators for training at SunGard headquarters.	SunGard trains Client staff at designated SunGard facility.

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
ENTER INTO AN AGREEMENT WITH SUNGARD PUBLIC SECTOR
FOR PROFESSIONAL SERVICES TO IMPLEMENT TRAKIT LAND
MANAGEMENT SOFTWARE**

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

Section 1. That the Mayor and City Clerk should be and are hereby authorized to enter into an Agreement with Sungard Public Sector in the amount of \$307,680 for professional services to implement TRAKiT Land Management Software, 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 Bob McCaslin

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Requesting Council approval of a budget adjustment in the amount of \$477,680.00 for implementation of TRAKIT Land Management Software. This includes \$307,680.00 for software, \$20,000.00 for associated travel and lodging expenses, and \$150,000.00 for necessary hardware.

COST TO CITY:

Cost of this Request:	\$477,680
Additional Budget Amount	\$477,680

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		477,680
Remaining After Adjustment	\$	477,680

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: August 23, 2016

Justification:

FOR ACTING USE ONLY

Date: _____ Date entered: _____ By: _____





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department Planning Services

Phone 271-6822

ACTION REQUIRED:

Approval of the installation of a two-day temporary piece of artwork, titled "Truth Booth" by artist Hank Willis Thomas and the Cause Collective, on public property located at Lawrence Plaza. The fee, installation, maintenance and removal of the artwork is funded by Crystal Bridges Museum of American Art and Visit Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: August 23, 2016
Re: Proposal for public art on public property – Truth Booth

The Public Art Policy adopted on May 14, 2013 requires any artwork proposed to be placed on public property be approved by both the Bentonville Public Art Advisory Committee and City Council.

On August 3, 2016, Crystal Bridges Museum of American Art submitted a proposal to place a 14-foot pop-up inflatable word balloon that reads "TRUTH" on the side in Lawrence Plaza for two-days on October 4 and 5. Visitors are invited to come inside and share what their idea of TRUTH is on a camera recording. This project is traveling all over the country on a 50-state tour in the months leading up to the election.

Crystal Bridges Museum of American Art and Visit Bentonville are contributing the funds for this installation, in the amount of \$10,000. There is no cost to the city for this agenda item.



Bentonville Public Art Installation Proposal Information

Proposal Requirements

All applications submitted for consideration to the Bentonville Public Art Advisory Committee must include all information and materials requested in Part 1 (Written Proposal) and Part 2 (Support Materials) of the Public Art Installation Application.

PART 1: WRITTEN PROPOSAL

Written proposal should be submitted as both an electronic file (MS-Word or PDF format) and as a hard copy.

A. Application date

8/3/16

B. Contact information

Chad Alligood, Curator
Crystal Bridges Museum of American Art
600 Museum Way
Bentonville AR 72712
4789187078

Artist: Cause Collective (Hank Willis Thomas, Ryan Alexiev, Jim Ricks, Will Sylvester)
will@insearchofthetruth.net

C. Title of the proposed work

Truth Booth, sponsored by Crystal Bridges Museum of American Art, Visit Bentonville, and (possibly) the Scott Family Amazeum

D. Desired location of proposed work

Two possible locations:
Lawrence Plaza
Area in front of the Courthouse

E. Physical project description (100 words maximum)

The Truth Booth is a 2-day event that features a massive 14-foot pop-up inflatable word balloon that reads TRUTH on the side. Visitors are invited to come inside and share what their idea of TRUTH is on a camera recording. This project is traveling all over the country on a 50-state tour in the months leading up to the election.

F. Project narrative (4 pages maximum)

Project narrative should include the following:

1. Detailed project description including a broader explanation of the proposed work. This should include a detailed description of the project concept, project materials, construction and installation, and life expectancy of the work. Project description should include any special requirements such as access to electricity, water, etc.

In Search of the Truth is an interactive transmedia project featuring The Truth Booth, an inflatable portable public sculpture of an iconic, 14-foot high speech bubble. Inside is a video recording booth where the public can tape two-minute videos of them completing the statement, "The truth is..." We aim to represent and celebrate the world's diverse people, cultures, and locations and capture as many definitions, representations, confessions, and thoughts on "the truth" as possible.

The goals of the fifty-state tour of the Truth Booth are as follows:

- Amplify the voices of the public during the presidential campaign period.
- Provide an interactive platform for the nation to share its hopes, dreams, and truths in this election season both physically and digitally.
- Capture as many definitions, confessions and thoughts on "the truth" as possible.
- Provide an interactive experience with art, media, and free speech.

The installation needs power access.

2. Timeline for design, fabrication, and installation of the work.

In preparation for The Truth Booth, the location needs a 260 square foot flat area with at least 15 feet of clearance overhead. It can be set up both outdoors and indoors. However, for safety reasons, please keep in mind an indoor location for rainy, windy or other severe weather conditions.

3. Explanation of how the artwork will contribute to both residents' and visitors' experience of Bentonville.

With one month left to go in the Presidential Election season, the Truth Booth will serve as a positive force for the expression of individual opinion in the public sphere. The Truth Booth will activate the downtown square, offering visitors and residents alike an interactive experience of surprise and delight at the visual impact of the piece. The Truth Booth will serve as a conduit to foster meaningful conversation between visitors about the nature of truth (and art!) in the charged political climate of a presidential campaign. The installation, because it is temporary, creates a "don't miss it" moment perfect for media placement and social media sharing.

4. Explanation of the required maintenance for the function and preservation of the work.

The Truth Booth staff, who will travel with the work, will assist with functionality of the work over its two-day installation.

G. Illustration(s) of proposed Work

Proposal should include at least one sketch, drawing, digital illustration, or maquette of the proposed work. Proposal illustrations should accurately and clearly describe the proposed work.



H. Requested Funding/Proposed Budget

The cost for the two-day installation is an all-in number of \$10,000. Visit Bentonville, Crystal Bridges Museum of American Art, and (possibly) the Scott Family Amazeum will contribute these funds directly to the Cause Collective.

PART 2: SUPPORT MATERIALS

A. Artist Portfolio

Submit at least ten images of previous artwork. These may be imbedded into a Word or PDF document and must include a title, date, media, and description for each image.

Please see attached.

B. CV/Artist Resume

Submit a CV/Artist Resume and include artist website or links to web resources, if available.

Hank Willis Thomas CV attached. More information on Cause Collective can be found here:
<http://www.causecollective.com/projects/>

Mail or e-mail proposals to:

**Public Art Advisory Committee
c/o Shelli Kerr
305 SW A Street
Bentonville, AR 72712
skerr@bentonvillear.com**

Review Criteria

1. **Artistic Quality and Merit:** Due consideration will be given to the strength of the artist's concept, vision, innovation, execution and craftsmanship.
2. **Context:** Consideration should be given to the architectural, historical, geographical and socio-culture of the City. The PAAC may also take into consideration the theme and context of the display in terms of scale, form, content and materials.
3. **Mission Statement & Core Principles.** Works of art for public display shall meet the mission statement and core principles of the PAAC.

Mission Statement

"Enriching and engaging our community through public art."

Core Principles

- Enhance the community's visual environment
 - Promote awareness of the city's social, cultural, and historical composition
 - Encourage a spirit of collaboration
 - Expand public knowledge of the visual arts
4. **Prohibitions:** The PAAC shall reject for display works of art that are obscene (as defined by A.C.A. § 5-68-302 *et seq.*) or violate other state or Federal laws.

Public Art Regulations

(Per Ordinance No. 2013-40, 06-14-13)

1. **Approval.** All requests to display artwork on city maintained property shall be approved by the Bentonville City Council, the Public Art Advisory Committee and if required, the Parks & Recreation Advisory Board and / or other City Boards and Commissions.
2. **Insurance.**
 - a. **Temporary Works of Art.** The City is self-insured and does not insure temporary display of artwork on city maintained property. The artist who loans temporary works or art for display on city maintained property shall bear the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Bentonville. The artist shall agree in writing to assume sole liability or responsibility for loss, damage, or theft of the artwork.
 - b. **Permanent Works of Art.** Insurance details relating to permanent works of shall be outlined in the contract agreement.
3. **Assumption of Risk and Public Safety.** Display of artwork shall not create an unnecessary safety hazard to the public or city employees and shall be displayed in a manner that does not unreasonably impeded traffic or interfere with public safety.
4. **Types of Display.** Art displays hosted or coordinated by the City may include competitions sponsored by the City, art displays featuring individual artist, themes and art displays featuring groups of artists.
5. **Location.** Artwork may be displayed in public places approved by City Council. Artwork may be physically separated from the main exhibit when, in the opinion of the City Council, warranted under current community standards. Artwork, other than works of art currently in placed a the time of adoption of this ordinance, shall not be displayed on the Bentonville Square.
6. **Compatibility.** Proposed public art shall be evaluated for its compatibility relative to the following:
 - Visibility and public access
 - Public safety
 - Traffic patterns
 - The relationship of the proposed public art project to the site's existing or future architectural features, its natural features, its historical, geographic and social / cultural context
 - The function and use(s) of the facility or site
 - The nature of the site's surrounding neighborhood and potential impact of the public art project on residents, businesses, existing works of art or design elements within the site's vicinity
 - Future development plans for the area which may affect the public art project
7. **Identification of Artwork.** Works of art should be identified in an appropriate manner to the context of the artwork. Standard, consistent signage details are outlined in the contract.

8. **Sales Prohibited.** Art shall not be sold on city maintained property except as part of an organized event. Sales information shall not be posted or displayed with a work of art; interested buyers shall contact the artist directly for sales information.
9. **Payments Prohibited.** The City (or any organization or person affiliated with the City) shall not accept payments to have art displayed on city maintained property. Furthermore, the display of public art on city maintained property shall not be used by any organizations for fundraising.
10. **Presentation.** As outlined in the contract, all art needs to be finished and ready for display and artists shall remain responsible for all costs associated with presenting, setting up and taking down.
11. **Set Up / Take down.** As outlined in the contract, it shall be the responsibility of the artist to adhere to the details for presenting, set up and take down.
12. **Pick-up and Deliver / Abandonment.** As outlined in the contract, the artist shall adhere to the details for pick-up and delivery location and time. Any piece that is not picked-up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.
13. **Complaints.** If the City receives signed, written complaints from ten (10) or more citizens of Bentonville about a work of art on display, then the City shall notify the artist about the complaint and allow the artist an opportunity to immediately withdraw the work. Should the artist choose not to withdraw the work, the City shall hold a meeting between the artist and complainants during which they will be given an opportunity to address the appropriateness of the display of the work of art. After the meeting, if the issue is still unresolved, the City Council shall make the final decision on whether the work of art shall be removed, relocated, relabeled, or otherwise modified giving due regard and consideration to the artists freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that artwork is displayed.
14. **Removal.** As outlined in the contract, there shall be no removal or disguise of a work of art once it is placed on display unless and until the City Council decides to do so, subject to the right of the artist to remove it.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department Planning Services

Phone 271-6822

ACTION REQUIRED:

Approval of the installation of a permanent piece of artwork, titled "Triumph" by artist Hunter Brown, on public property located at the roundabout at the intersection of SW F Street and SW Ranch Road. The purchase, installation and maintenance of the artwork are funded by Keith Richardson Development of the Pointe at Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMO

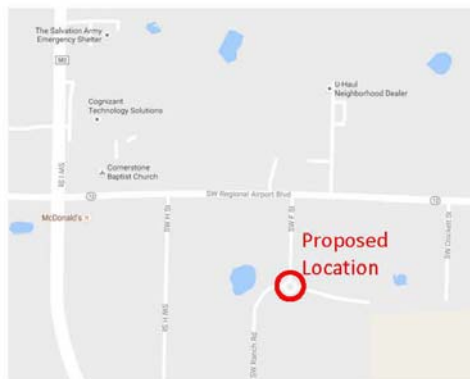


To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: August 23, 2016
Re: Proposal for public art on public property - Triumph

The Public Art Policy adopted on May 14, 2013 requires any artwork proposed to be placed on public property be approved by both the Bentonville Public Art Advisory Committee and City Council.

On August 8, 2016, Richardson Properties, LLC submitted a proposal to place a permanent sculpture in the roundabout located at the intersection of SW F Street and SW Ranch Road as an entrance feature to the multifamily community known as the Pointe at Bentonville. The artwork, titled "Triumph", is a stainless steel sculpture, weighing 2,500 pounds, 20' tall and a diameter of 9'. It will be placed on a base structure 3'6" in height and 40' diameter that will consist of stamped concrete, landscaping and electricity for landscape lighting.

The developer and artist are funding the cost of construction, installation, and ongoing maintenance at an estimated cost of \$90,000.





August 8th, 2016

City of Bentonville
Attn: Shelli Kerr
Planning Services Manager
305 SE "A" Street
Bentonville, AR 72712

Dear Ms. Kerr,

Attached please find the Bentonville Public Art Installation Application for the proposed art project known as "Triumph" located at the intersection of SW "F" Street and SW Ranch Road.

Please let me know if you have any questions regarding this application and I will be happy to assist in any way that I can.

Thank you for your attention in the matter and I look forward to hearing from you.


Margaret M. Maher CPM, ARM, CAM, NALP, CSSM
Asset Manager

Print Form

Submit by Email



Bentonville Public Art Installation Application

All applications submitted for consideration to the Bentonville Public Art Advisory Committee (PAAC) must include all information and materials requested in Part I (Written Proposal) and Part II (Support Materials). The PAAC will not review the application until it is complete.

PART I: WRITTEN PROPOSAL

A. Application Submittal Date: August 8th, 2016

B. Contact Information:

Name: Keith Richardson/Pointe @ Bentonville Phone No.: 501.758.2441
Address: 9800 Maumelle Blvd North Little Rock, AR 72113
E-mail: keith@richsmithdev.com

C. Title of Proposed Work: Triumph'

D. Desired Location of Proposed Work:

Please select one below and provide a project location map. If flexible on the location please indicate "any available location".

- ☒ Physical Address: Roundabout intersection at SW "F" Street and SW Ranch Road
☐ Nearest Major Intersection: _____
☐ Trail Name: _____
☐ Park Name: _____
☐ Any Available Location

E. Physical Project Description: (100 words maximum)

As an attachment, describe the proposed work in the most literal terms possible, including concept, medium, placement, size / dimensions and approximate weight.

F. Project Narrative: (4 pages maximum)

As an attachment, please include the following:

1. Detailed project description including a broader explanation of the proposed work. This should include a detailed description of the project concept, project materials, construction, installation and life expectancy of the work. Project description should include any special requirements such as access to electricity, water, etc.
2. Timeline for design, fabrication and installation of the work.
3. Explanation of how the artwork will contribute to both residents' and visitors' experience of Bentonville.
4. Explanation of the required maintenance for the function and preservation of the work

G. Mission Statement and Core Principles:

Briefly explain how the proposed artwork meets the PAAC's mission statement and core principals.

Mission Statement: "Enriching and engaging our community through public art."

Core Principles

- Enhance the community's visual environment
- Promote awareness of the city's social, cultural, and historical composition
- Encourage a spirit of collaboration
- Expand public knowledge of the visual arts

H. Illustration(s) of Proposed Work:

Please include at least one sketch, drawing, digital illustration, or maquette of the proposed work. Proposal illustrations should accurately and clearly describe the proposed work.

I. Requested Funding / Proposed Budget:

Please attach a detailed description of project cost and how funds will be used. Artist honorarium should be included in this budget.

PART II: SUPPORT MATERIALS

A. Artist Portfolio:

Please submit a minimum of 10 digital images (i.e. jpg, PDF, .png) that are a representative sample of previous artwork. Include with the written proposal a list of titles, dates, media and descriptions for support images.

- Submit images on a CD or email to skerr@bentonvillear.com
- Electronic files should include the artist's last name and the sequence number (i.e. "Artist_1.file type" "Artist_2.file type").
- No larger than 2 megabytes per image

B. Artist Statement:

Brief statement created by the artist about his or her own work.

C. Curriculum Vitae (CV)* / Artist Resume:

This may include artist website or links to web resources.

*Overview of experience and other qualifications.

Submit to:

City of Bentonville
Attn: Shelli Kerr,
Planning Services Manager
305 SW "A" Street
Bentonville, AR 72712
skerr@bentonvillear.com
(479) 271-6826

I certify under penalty of perjury that to the best of my knowledge and belief the foregoing statements and answers submitted with this application are in all respects, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination of eligibility, and approval of the Public Art Advisory Committee, other city Board, or other city body. I understand that the City of Bentonville does not approve what I am applying for, or might be approved.

Applicant Signature: _____

: 8-8-16



Bentonville Public Art Installation Proposal Information

Physical Description of Project:

Triumph', is a contemporary stainless steel sculpture with brushed stainless steel and painted finishes. This monumental design will be placed in the existing roundabout at the entrance to the Multi-Family community known as the Pointe @ Bentonville. The sculpture will weigh in at 2500 pounds, stand 20 feet and have a diameter of 9'. The structure will be placed in a base structure that will be 3'6" in height, 40' in diameter and consist of stamped concrete, landscaping and electricity for accent lighting.

Project Narrative:

The Triumph' sculpture project is a contemporary stainless steel sculpture design composed of twisting, linear, and geometric forms. Although each form is minimal in nature by itself, the interaction between these forms along with free movement through space manifest a graceful and unified masterpiece with the sole intent of visually stimulating the viewer while enhancing its environment. The sculpture will be constructed from 316 grade stainless steel sheet metal and stainless steel tubing, using a variety of fabrication processes. Each profile is hand-drawn and hand-cut with a plasma torch from flat sheets of steel. The parts are then shaped and targeted prior to applying the extrusion material. The seams are then welded and polished, with the end result becoming a seamless extruded form. After various finishes are applied using abrasives and polishing disc the forms are then assembled and attached to a structural engineered base structure and footing in the center of the roundabout. The ring and pipes which appear blue in the concept renderings will be powder coated for a long lasting rich toned finish. The construction materials and finishes are suitable for harsh outdoor environments and will withstand the elements, while requiring minimal to no maintenance. The piece can be cleaned with water and mild soap as needed and a wax application can be applied annually to preserve the bright luster of the sculpture finish. We anticipate construction to begin upon approval of application with tentative construction in September 2016 and install by Nov. 15 2016.

Contribution:

Triumph' is an innovative and unique sculpture design like nothing else in the state of Arkansas. The sheer scale and complexity of the piece is comparable to some of the nation's most prominent public sculpture collections. We believe the progressive nature of the design is inspiring and will envelop a luxury feel to the area that residents can be proud of. Triumph' will become a landmark/destination for both residents and visitors for many years to come.

Maintenance Requirements:

Annual car wax application (applied by Innovative Sculpture Design LLC)

Cleaning as needed with water and mid soap

The base structure, which will be complimented by landscaping and lighting, will require regular maintenance in order to maintain its visual appeal and function.

Illustration of Proposed Project:



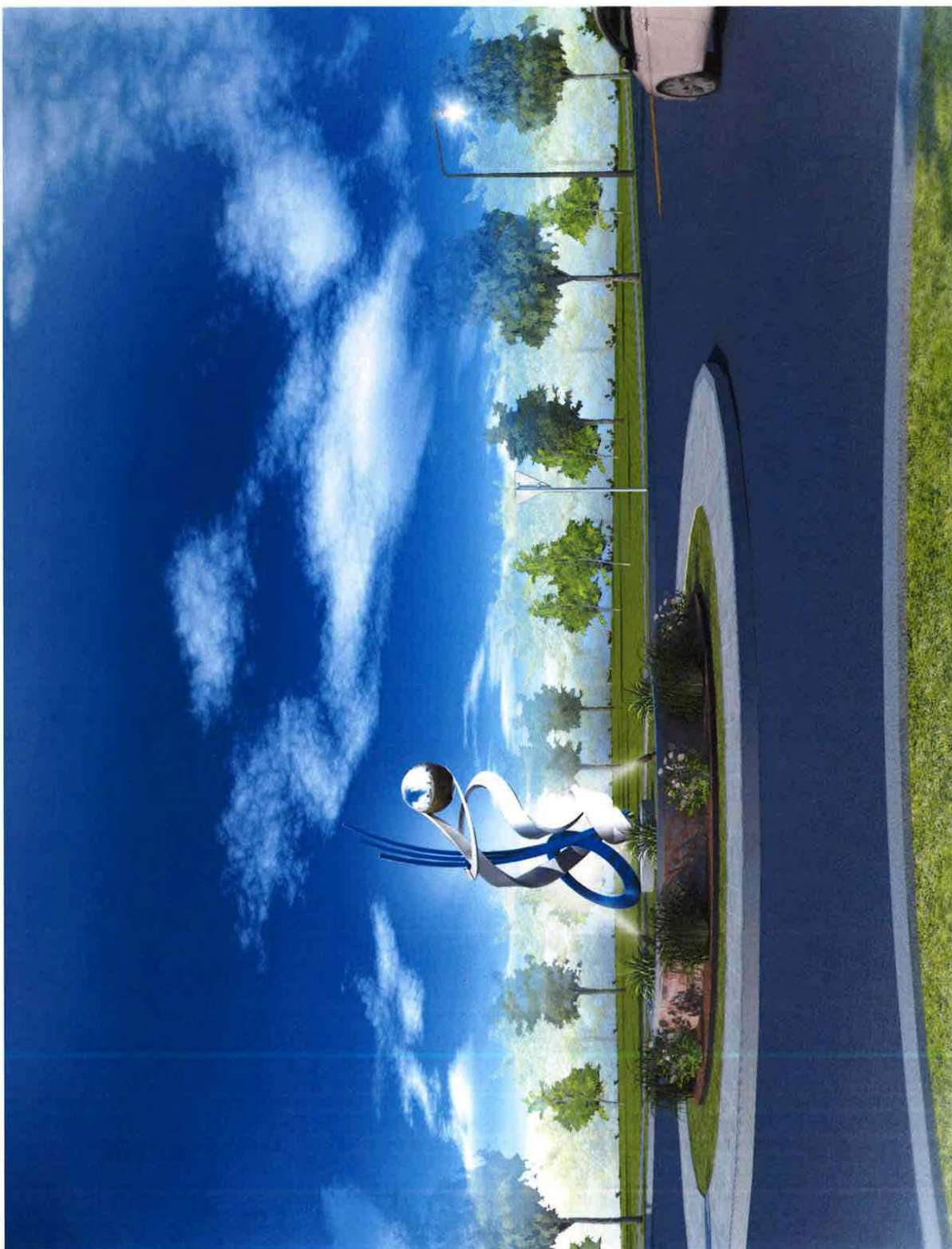
- Forms appear in in white: fine brushed stainless steel finish
- Ring and pipes: blue powder coat
- Sphere: 316 grade mirror polished finish

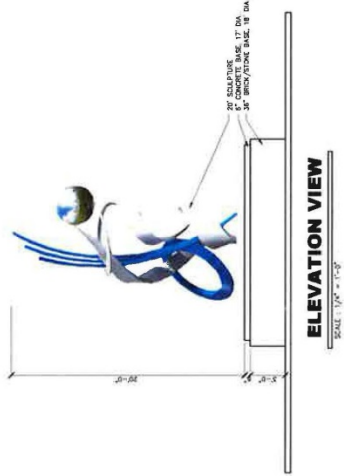
Mission Statement and Core Principals:

This installation will meet the PAAC's mission statement and core principals by beautifying the atmosphere and visually augmenting the community as a center of splendor as well as accentuating the community as a whole. It will draw the attention of the public and visitors by engaging in distinctive, cultural and social distinguishability. It will display and encourage future engagement between developer, Artists and the Art Advisory Committee while encouraging expansion of the publics knowledge and edification of visual arts.

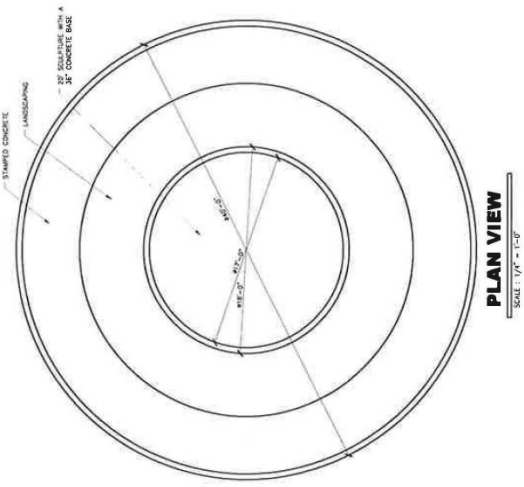
Requested Funding/Proposed Budget:

There will not be a request for funding of this project at the present time as the developer and artist will absorb the cost of the project construction, installation and maintenance as well as the continued maintenance of the landscaping, sculpture, lighting and cost of utilities. The projected cost for the sculpture itself is \$60,000.00 of which the artist is contributing \$30,000.00. The budgeted cost for the base structure, utility installation, lighting and landscaping will be \$30,000.00. The total estimated cost for the completed project is budgeted at \$90,000.00.

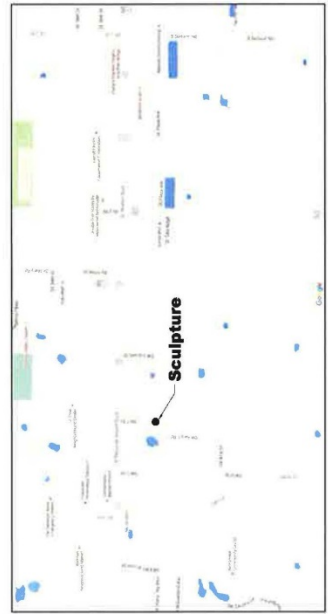


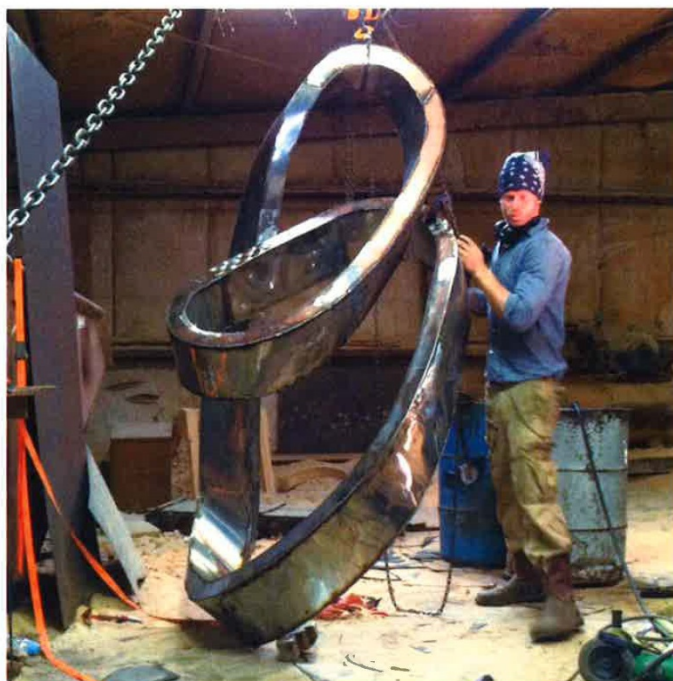


ELEVATION VIEW
SCALE: 1/4" = 1'-0"



PLAN VIEW
SCALE: 1/4" = 1'-0"





Artist Statement

Hunter's work pendulates between the figurative and the abstract, modern and contemporary styles. He utilized negative space, composition, intricate joinery, implied line, and various finishes to create works that emphasize motion and balance.

Many of Hunter's designs are derived from a client/designer's ideas. After analyzing the needs of the client and the installation space a series of digital schematic designs are created. A final design is then selected through a critique and revision process. Bringing the design from a digital idea to a tangible sculpture is a vigorous process that requires long studio hours.

Hunter's designs are primarily fabricated in museum grade stainless steel sheet-metal. Each piece is hand-drawn, hand-cut, hand-shaped, and welded into extruded forms. After the forms are fabricated hunter uses abrasives techniques to create various surface patterns and finishes. All of Hunter's designs are sustainable and are built to withstand the outdoor elements with minimal to no maintenance.

Hunter takes pride in the pursuit of creating innovative designs that activate space and make an unforgettable statement.

HUNTERBROWN

870-550-3619 Innovativesculpturedesign@gmail.com 1604 Matt Lane, Hensley AR 72065

INNOVATIVESCULPTUREDESIGN.COM

Education

2012

Bachelor of Arts, University of Central Arkansas

Experience

2012-PRESENT

Owner and Operator of Innovative Sculpture Design LLC - Little Rock, AR

Gallery Representation

M2 Gallery - Little Rock, AR

McLeod Gallery - Little Rock, AR

Gallery 221 - Little Rock, AR

Commissions and Public Collections

2016

Firing All Cylinders 28' tall, Barber Motorsports Park. Birmingham Alabama (in progress)

Born to Dance 10' tall, Ronald McDonald House. Little Rock, Arkansas (in progress)

Legacy 14' tall, Bowman Point Luxury Apartments. Little Rock, Arkansas (in progress)

Celtic Cross 12' tall, St. Margarets Episcopal Church. Little Rock, Arkansas (in progress)

Enlightenment sister pieces 8' tall, West 77 (residential high-rise). Chicago, IL

Flux II 9' tall, Residential Commission. Plano, TX

Escape II 12' tall, The Outlets of Little Rock. Little Rock, Arkansas

Essence' sister pieces 9' tall, Colonel Glen Health and Rehab LLC. Little Rock, Arkansas

Verve IV 9' tall, Residential Commission. Little Rock, Arkansas

Verve III 9' tall, Residential Commission. Chicago, IL

Verve II 9' tall, Residential Commission. Austin, TX

2015

Paleo 12' tall, Argo Sculpture Park. Athens, Georgia

Flux 9' tall, The Green. Houston, TX

Mobius 9' tall, Residential Commission. Boca Raton, Florida

Escape I 13' tall, Residential Commission. Little Rock, Arkansas

2014

Cascade 9' tall, Residential Commission. Baltimore, Maryland

Bigger Bass 9' tall, River Market. Little Rock, Arkansas

Flipside 8' tall, GeoComp Energy. Austin, Texas

Embrace 8' tall, Residential Commission. Boulder, Colorado

2013

Climax 3' tall, The Wine Pallet. Lahaina, Hawaii

Hazardous Love, Residential Commission. Houston, Texas

Juried Shows

2016

Ann Arbor Summer Art Fair - Ann Arbor, MI

MOCA Boardwalk Show - Virginia Beach, VA

Boston Mills Artfest - Boston Mills, OH

Old Town Art Fair - Chicago, IL

Pecan Street Festival - Austin, TX

Fountain Fest Finalist at Arkansas Arts Center - Little Rock, AR

2015

Great Gulf Coast Arts Festival - Pensacola, FL (Award of Excellence)

2015

River Arts Fest - Memphis, TN (Merit Award)

2015

Bayou City Art Festival Downtown - Houston, TX

2015

Fall Tennessee Craft Fair - Nashville, TN

2015

Zona Rosa Arts Festival - Kansas City, MO

2015

Featured at M2 Gallery - Little Rock, AR

2015

Sculpture at the River Market - Little Rock, AR

2014

Cottonwood Arts Festival Fall - Richardson, TX

2014

Art at the Domain - Austin, TX

2014

Fall Fest Art Show - Boulder, CO

2014

Sculpture at the River Market - Little Rock, AR

2014

Arkansas Sculptors Guild Show and Sale - North Little Rock, AR

2013

Sculpture at the River Market - Little Rock, AR

2013

Arkansas Sculptors Guild Show and Sale (Best in Show)- North Little Rock, AR



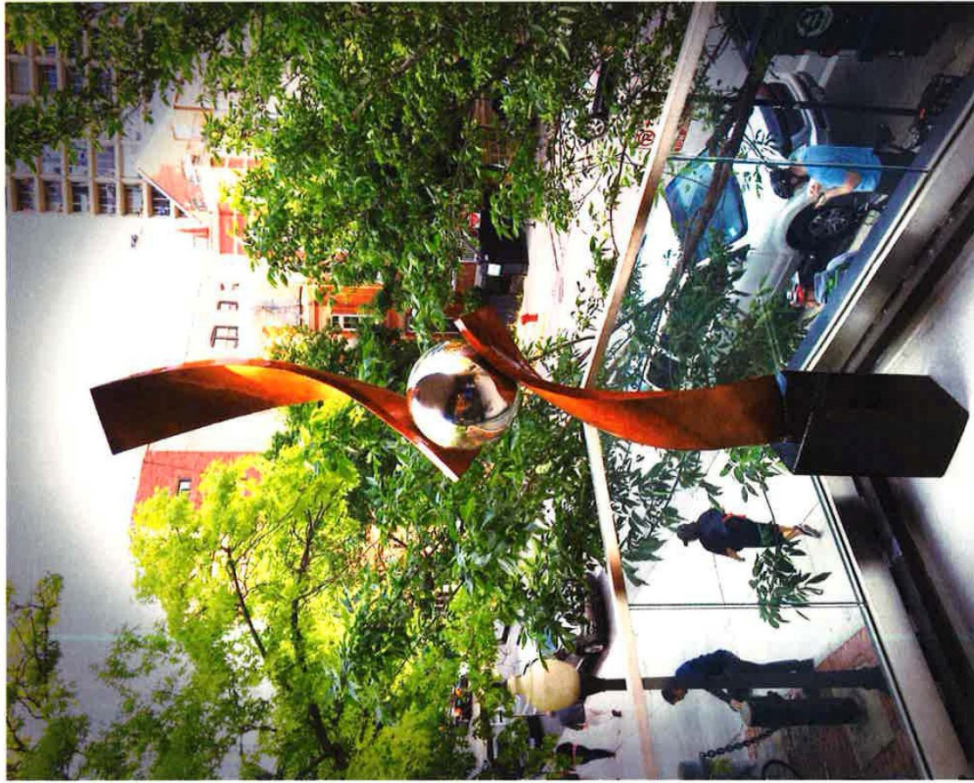
Essence'

April 2016

9' tall

Painted Stainless Steel

The Essence design is a modern design with organic flow and movement. The design was commissioned by Col Glenn Health and Rehab and is now installed at the entrance of there office building. The entry way was very symmetrical so we elected to design sister pieces in order to maintain the visual balance of the space.



Verve'
June 2016
9' tall
Painted and polished stainless steel

Verve is a contemporary stainless steel sculpture design composed of two curved forms that converge around a sphere in a playful fashion. The piece is installed in Old Town, Chicago on the balcony of a beautiful condo.

Escape II'
May 2016
12' tall
Corten and Stainless Steel

The combination of forms and finishes in the Escape design come together to create elegance. The organic finish on the architectural form was achieved through an acid and heat process. Many viewers actually think the piece is wood at first glance. The organic element is embraced by a shimmering brushed stainless steel form that moves through space beautifully.

This photo was taken at Two Rivers Park. The piece is scheduled for install at The Outlets of Little Rock, August 2016.



Legacy'
April 2016
8' tall
Stainless Steel with Painted Elements

Legacy is a contemporary sculpture design composed of geometric and free flowing elements. The image was taken at McLeod Gallery in Little Rock, Arkansas. A 14' edition of the piece is currently under construction for the entry of Bowman Pointe Luxury Apartments.



Flux II
March 2016
9' tall
Stainless steel with anodized paint scheme

Flux is inspired by the idea of capturing a state of kinetic energy. This design pushes boundaries with balance and movement by utilized delicate joinery and negative space.

Flux II is now installed in Plano, Texas.



Paleo'
January 2016
10' tall
Brushed Stainless Steel

Paleo is a contemporary sculpture design inspired by bone forms. The joinery of the forms emphasizes the mechanical nature of the design while maintaining a modern feel.

Paleo is permanently installed in Athens, GA at Argo Sculpture Park.



Mobius'
July 2015
9' tall
Brushed Stainless Steel

Mobius is a twisting form that continuously twist into itself. The design has wonderful movement and activates the space tremendously.

This design was commissioned and installed at Boca Raton, FL residence.





Cascade
 October 2015
 9' tall
 Stainless steel with blue paint scheme
 Modern stainless steel sculpture of cascading geometric forms. The design has a mid-century modern feel that functions beautifully in a variety of spaces.
 Cascade was commissioned and installed at Baltimore, Md residence.

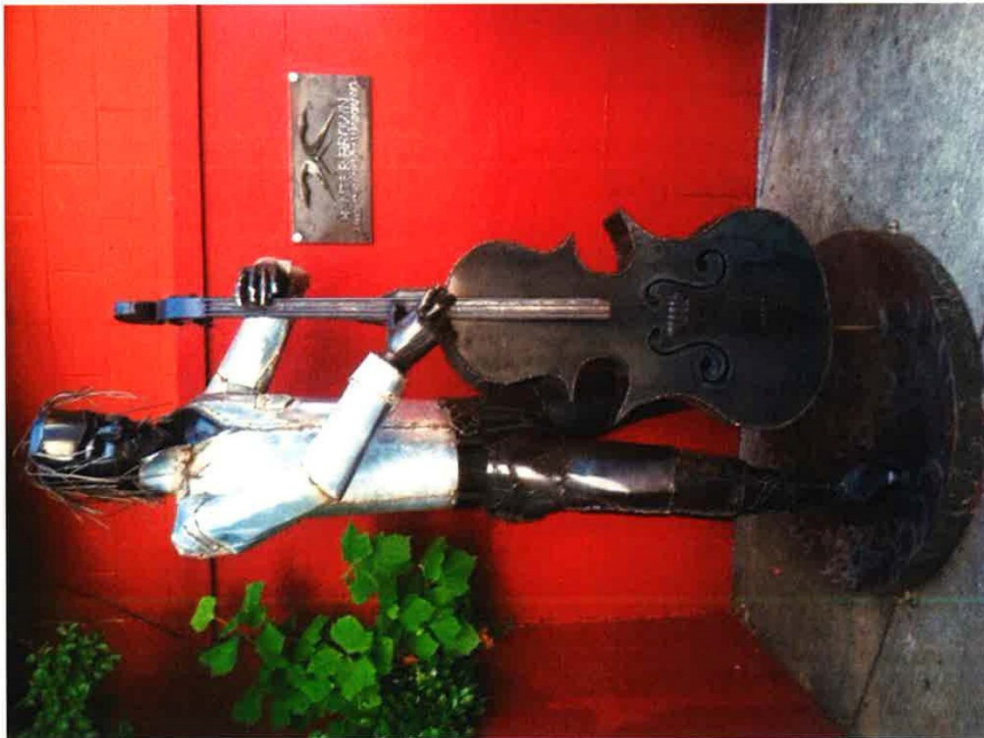
Flux
October 2015
7' tall
Stainless steel with anodized blue paint scheme
Flux is inspired by the idea of capturing a state of kinetic energy. This design pushes boundaries with balance and movement by utilized delicate joinery and negative space.
Discovery Green Park. Houston, TX



Bigger Bass
April 2014
9' tall
Galvanized and mild steel

Bigger Bass is a large figurative piece with unique detailing and construction. The figure has welded details such as pants seams, detailed boots, facial hair, and even a welded embroidery design on the back of the shirt.

The piece is permanently installed on the corner of Cumberland and Clinton Avenue in the River Market of Downtown Little Rock, AR.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 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 Supplemental Agreement #4 for professional services with Burns & McDonnell Engineering for additional services and scope of work for Title 1 services (\$239,173.29) and Title 2 services (\$554,918.62) on the 8th Street Improvements Project for a total of \$794,091.91. See attached memo and supporting contract documents. This supplemental agreement has been reviewed and approved by the AHTD and FHWA.

COST TO CITY:

Cost of this Request: \$794,092

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	70,000,000
Funds Expended to Date		2,729,460
Remaining Budget		67,270,540
Budget Adjustment		-
Remaining After Adjustment	\$	67,270,540

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: August 10, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: 8th St.-Supplemental Agreement #4 with Burns & McDonnell

The attached supplemental agreement with Burns & McDonnell Engineers is for additional services and scope of work that has been required as a result changes to the plans and specs over the course of the design project, these items are listed in the Attachment A-3. The supplemental agreement also includes Title 2 services which are also listed in Attachment A-3. Note that the supplemental agreement has been reviewed and approved by the AHTD and FHWA. The total cost to the City will be 20% (this match includes money from private partnership funds) of this amount as we receive 80% reimbursement from federal funding.

Supplemental Agreement No. 4
Job No. 090218
FAP. No. HHP2-3314(1)
8th Street Improvements

Date: August 2, 2016

WHEREAS, the City of Bentonville, Arkansas and Burns & McDonnell entered into an Agreement for Engineering Services on September 25, 2007; and,

WHEREAS, representatives of the City of Bentonville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.2) is increased from \$5,172,014.40 to \$5,966,106.31.
- 2) The "Title I Services Ceiling Price" (Section 1.12) is increased from \$5,172,014.40 to \$5,411,187.69.
- 3) The "Title II Services Ceiling Price" (Section 1.15) is increased from \$0.00 to \$554,918.62.
- 4) The fixed fee (Section 3.4) is increased from \$242,417.79 to \$264,160.37.
- 5) See Attachment A-3 for modifications to the scope of work.
- 6) The Completion Date (Section 17.1) for Job No. 090218 is changed to December 31, 2018.
- 7) See Attachment B-1 through B-9 for modifications to Appendix A - Justification of fees and costs
- 8) Modify Section 3.2.1, "Schedule of Salary Ranges" as follows:

Project Manager/Associate	\$55.00 - \$65.00/hr.
Senior Engineer	\$45.00 - \$60.00/hr.
Staff Engineer	\$35.00 - \$50.00/hr.
GIS / CADD Technician	\$30.00 - \$45.00/hr.
Lead Environmental Scientist	\$35.00 - \$55.00/hr.
Assistant Environmental Scientist	\$30.00 - \$45.00/hr.
Air & Noise Specialist	\$25.00 - \$40.00/hr.
Public Involvement	\$30.00 - \$40.00/hr.
Administrative Support	\$20.00 - \$30.00/hr.

9) Modify Appendix B-1 as follows:

- a. The "Indirect Cost Rate" (Appendix B-1, Section 3.1) is 154.11%.
- b. The following adjustments to Appendix B-1, Section 3.2 "Schedule of Salary Rates":

Engineering Technician V	\$34.00	\$45.00
Engineering Technician IV	\$25.00	\$35.00

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 4, to be effective upon the date set out above.

BURNS & MCDONNELL, INC.

CITY OF BENTONVILLE, AR

BY: _____
Benjamin Biller, P.E.
Vice President

BY: _____
The Honorable Bob McCaslin
Mayor

Attachment A-3

**SUPPLEMENTAL AGREEMENT 4
SCOPE OF WORK
AHTD Job No. 090218
FAP Job No. HHP2-3314(1)
Benton County**

I. ADDITIONAL SCOPE OF WORK

The City of Bentonville (City), in cooperation with the Arkansas State Highway and Transportation Department (AHTD) and the Federal Highway Administration (FHWA), is proposing to design the 8th Street Improvements Project in Benton County, Arkansas as Job No. 090218. The job was ultimately divided into two construction projects: Job No. 090376 consisting primarily of 8th Street improvements from Moberly Lane to I-49 and a new interchange at 8th Street and I-49 and Job No. 090377 consisting of improvements along 8th Street from SW I Street to Moberly Lane. The design and engineering services for both Jobs 090376 and 090377 are included under Job 090218. In addition to the work defined in the Original Agreement and Supplemental Agreements No. 1, 2, and 3 for Job No. 090218, the 8th Street Improvements Project shall also include engineering services for the following:

7. ADDITIONAL INFORMATION & TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT.

1. Bid Services (Water & Sewer Relocations)
 - a. Advertisement for Bids & Notifications to Contractors
 - b. Dispense Plans & Maintain Records
 - c. Addendums / Request For Information
 - d. Prepare for, Attend & Document Pre-Bid Meeting
 - e. Attend Bid Opening & Tabulate Bids
 - f. Evaluate Bids & Recommend Award
 - g. Prepare Construction Contracts
 - h. Issue Notice of Award
2. Right of Way Plans Revisions
 - a. Revisions to design resulting from right of way negotiations
 - b. Revisions to right of way plans resulting from ownership changes
 - c. Revisions to right of way and easements resulting from utility relocations.
3. Lighting Design (not included in previous agreements)
 - a. Complete Lighting Design along 8th Street east of Moberly Lane
 - b. Complete Lighting Design at Bridge, Underpasses, & Interchange
4. Revisions Required for Coordination with CA0902
 - a. Additional Signal Modifications at Highway 102
 - b. Pedestrian Tunnel Under I-49 Modifications
 - c. Drainage Modifications Under I-49
 - d. Interstate Signing Modifications (Sign font, Sign sizes, & structures)
 - e. Pavement Design Modifications on Highway 102

5. Design Modifications to Accommodate Utilities
 - a. Modifications to Plans and Drainage to Accommodate Walmart Fiber
 - b. Modifications to Plans, Utilities, and Drainage to Accommodate Walmart Pedestrian Bridge
6. Additional Project Management
 - a. Contract Administration
 - b. Monthly Invoicing and Project Financial Review
 - c. Continued Directing of Staff
 - d. Additional Progress Meetings
 - e. Continued Coordination with Utilities
7. USI (Adjustments to Remaining Design Services)
8. USI (Adjustments to Remaining Bid Services)
9. TITLE II SERVICES TO BE PROVIDED BY THE CONSULTANT.
 1. Construction Phase Services (Water & Sewer Relocation)
 - a. Prepare and Submit Storm Water Pollution Prevention Plan
 - b. Prepare List of Contractor's Shop Drawings / Submittals
 - c. Prepare for Attend and Document Preconstruction Meeting
 - d. Set Benchmarks & Control Points
 - e. Prepare CAD point files for Contractor
 - f. Utility Coordination Meetings
 - g. Review Contractor Schedules - Traffic, Water & Sewer
 - h. Submittal / Re-submittal Review
 - i. Project Progress Meetings w/ City
 - j. Review and Process Monthly Pay Requests
 - k. Change Orders
 - l. Consultant Resident Inspection 420 calendar days (10 hours/day x 5 days/week)
 - m. Site Visits and Support of Consultant Resident Inspector / City
 - n. Response to Contractor for Requests For Information
 - o. Prepare and Submit Weekly Progress Reports
 - p. Substantial Completion Project Inspection & Punch Lists
 - q. Final Project Inspection & Project Closeout
 - r. Coordination with City and/or AHTD as required
 - s. Prepare Record Drawings
 - t. Field Verification of Water & Sewer Lines
 2. Construction Phase Services (Job 090376)
 - a. Project Management during construction
 - b. Respond to Requests for Information
 - c. Complete Field Visits as needed / Attend Progress Meetings as needed.
 - d. Complete Design Modifications to address differing field conditions.
 - e. Review Shop Drawings
13. ADDITIONAL DELIVERABLES
 1. Storm Water Pollution Prevention Plan (SWPPP)
 2. Preconstruction Meeting Materials
 3. Pay Requests

4. Change Orders
5. Request For Information Responses
6. Weekly Progress Reports
7. Record Drawings (Water & Sewer Relocations)

City of Bentonville
 Benton County/ 8th Street Improvements
 Burns & McDonnell Engineering Company
 August 2, 2106



Attachment B-1

Recapitulation of Fee Estimate - Supplemental Agreement No. 4 (Title I Services)

SALARY COSTS

Classification	Total Man Hours	Current Rate	Direct Salary Cost
Project Manager	177	\$ 60.00	\$ 10,620.00
Senior Engineer	100	\$ 52.00	\$ 5,200.00
Staff Engineer	112	\$ 38.00	\$ 4,256.00
GIS / CADD Technician	248	\$ 32.00	\$ 7,936.00

Total Hours	637		
Salary Costs		\$	28,012.00

No Escalation		\$	-
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Total Direct Salary		\$	28,012.00
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2015 Approved Audit Rate Overhead	213.80%	\$	59,889.66
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Total Direct Labor and Overhead		\$	87,901.66
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Fixed Fee		\$	8,790.17
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Direct Expenses	Rate	No. of Units	
Round Trip KC to Bentonville (400 Miles at \$0.54/Mi)	\$ 216.000	1	\$ 216.00
Water & Sewer ADH Review Fee	\$500	1	\$ 500.00
Total Direct Expenses			\$ 716.00

Burns & McDonnell Base Fee		\$	97,407.82
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Subconsultant Fees

USI (Water & Sewer Bid Services)	\$	14,893.61
USI (Right of Way Revisions)	\$	29,564.02
USI (Adjustments to Remaining Design Services)	\$	79,797.91
USI (Adjustments to Roadway Bid Phase Services)	\$	17,509.93

Total Subcontant Fees	\$	141,765.47
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TOTAL ESTIMATE OF MAXIMUM FEE	\$	239,173.29
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Responsibility Levels:		BURNS & MCDONNELL ENGINEERING COMPANY										ATTACHMENT B-2		PROJECT ESTIMATING SERVICES - SUPPLEMENT NO. 4 Title: SR0000		August 2, 2016		Client: Bentonville, AR		EXPENSES				Remarks			
1 = Primary	2 = Secondary	3 = Support	USI	B & F Surveys	Historical LLC	Principal	Project Manager	Senior Engineer	Staff Engineer	GIS / CAD Technician	Lead Environmental Scientist	Assistant Environmental Scientist	Wetlands Specialist	Cultural Resources Specialist	Water Quality	Air & Noise Specialist	Socio-Economics Specialist	Public Involvement	Administrative Support	TOTAL HOURS	Travel - Round Trips Kc to Bentonville	Long Distance Phone/Fax (minutes)	Plotting (11" X 17" Sheets)		Plotting (22" X 34" Sheets)	Reproduction and Printing (Sheets)	Lodging & Meal Expenses (Days)
Tasks																											
1 Bid Phase Services (Water & Sewer Relocations)																											
1.1	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.2	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.3	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.4	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.5	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.6	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.7	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
1.8	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	1	1	1	1	2	2						
2 Right of Way Plans Revisions																											
2.1	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
2.2	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
2.3	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
2.4	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
2.5	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
3 Lighting Design (not included in previous agreements)																											
3.1	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
3.2	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
3.3	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
3.4	1	1	1	1	1	1	8	1	16	1	1	1	1	1	1	1	1	1	1	24	24						
4 Revisions Required for Coordination with CA0902																											
4.1	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	52	52						
4.2	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	52	52						
4.3	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	52	52						
4.4	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	52	52						
4.5	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	52	52						
5 Design Modifications to Accommodate Utilities																											
5.1	1	1	1	1	1	1	16	1	8	1	16	1	1	1	1	1	1	1	1	40	40						
5.2	1	1	1	1	1	1	16	1	8	1	16	1	1	1	1	1	1	1	1	40	40						
5.3	1	1	1	1	1	1	16	1	8	1	16	1	1	1	1	1	1	1	1	40	40						
6 Additional Project Management																											
6.1	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	4	4						
6.2	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	4	4						
6.3	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	4	4						
6.4	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	4	4						
6.5	1	1	1	1	1	1	4	1	24	24	1	1	1	1	1	1	1	1	1	4	4						
TOTAL MANHOURS																											
1777 1000 1122 624 4 6 18 8 424																											

BURNS & MCDONNELL

1945 - 1947

City of Bentonville
 Benton County/ 8th Street Improvements
 Burns & McDonnell Engineering Company
 August 2, 2016



Attachment B-3

Recapitulation of Fee Estimate - Supplemental Agreement No. 4 (Title II Services)

SALARY COSTS

Classification	Total Man Hours	Current Rate	Direct Salary Cost
Project Manager	289	\$ 60.00	\$ 17,340.00
Senior Engineer	282	\$ 52.00	\$ 14,664.00
Staff Engineer	180	\$ 38.00	\$ 6,840.00
GIS / CADD Technician	76	\$ 32.00	\$ 2,432.00
Total Hours	827		
Salary Costs			\$ 41,276.00
No Escalation			\$ -
Total Direct Salary			\$ 41,276.00
2015 Approved Audit Rate Overhead		213.80%	\$ 88,248.09
Total Direct Labor and Overhead			\$ 129,524.09
Fixed Fee			\$ 12,952.41
Direct Expenses	Rate	No. of Units	
Round Trip KC to Bentonville (400 Miles at \$0.54/Mi)	\$ 216.000	13	\$ 2,808.00
Plotting (\$0.35 / 11"X17" Drawing)	\$ 0.35	100	\$ 35.00
Reproduction / Printing (\$0.08 per 8 1/2"X11" sheet)	\$ 0.08	100	\$ 8.00
Total Direct Expenses			\$ 2,851.00
Burns & McDonnell Base Fee			\$ 145,327.50
Subconsultant Fees			
USI (Construction Phase Services, Water & Sewer)			\$ 409,591.12
Total Subcontant Fees			\$ 409,591.12
TOTAL ESTIMATE OF MAXIMUM FEE			\$ 554,918.62

8th Street Widening & Extension (Highway 71 to SW "I" Street)
USI Consulting Engineers, Inc.
Title I Bid Services - Water & Sewer Relocations

3/4/2016

Job Description	Bid Services - Water & Sewer Relocations										Engineering Technician					Exec. Asst.	Administrative			Total Hour
	X	VIII	VII	VI	Engineer V	IV	III	II	I	V	IV	III	II	I	III		II	I		
	\$ 50.00	\$ 78.00	\$ 85.00	\$ 59.00	\$ 48.00	\$ 39.00	\$ 32.00	\$ 28.00	\$ 24.00	\$ 34.00	\$ 31.00	\$ 23.00	\$ 17.00	\$ 12.00	\$ 25.00	\$ 20.00	\$ 16.00	\$ 12.00		
Advertisement for Bids & Notifications to Contractors																				
Dispense Plans & Maintain Records					2	2	4									4		6		
Addendums / RFIs & Document Pre Bid Meeting	2				16	16	16			16						58		16		
Attend Bid Opening & Tabulate Bids	2				4	4	4									8		8		
Evaluate Bids & Recommend Award	2				6	6	6									2		12		
Prepare Construction Contracts					6	6	6									6		16		
Issue Notice of Award					2	2										2		4		

SUBTOTAL - MANHOURS	14
SUB TOTAL - SALARY COSTS	\$ 4,904.00
FORWARD PRICING	
TOTAL DIRECT SALARY	\$ 4,904.00
OVERHEAD RATE - 154.11%	\$ 7,557.55
PROFESSIONAL FEE	\$ 1,245.16
DIRECT NON-LABOR EXPENSES	
Postage/Courier	\$ 269.80
Survey Supplies	\$ -
Travel - Meetings	\$ 64.80
Printing / Reproduction	\$ 651.50
Subtotal - Non-Labor Expenses	\$ 1,185.90
TOTAL COST	\$ 14,893.61

Number of Units		Cost Per Unit	Extension
Postage/Counter			
Postage	40 oz.	\$ 0.49	\$ 19.60
Counter (FedEx)	10 ea.	\$ 25.00	\$ 250.00
Subtotal			\$ 269.60
Survey Supplies			
	Lump Sum	\$	\$ -
Travel - Meetings			
Mileage	120 mi.	\$ 0.54	\$ 64.80
Per Diem	1 day	\$ 70.00	\$ 70.00
Food	1 day	\$ 30.00	\$ 30.00
Incidentals	1 day	\$ 5.00	\$ 5.00
Subtotal		\$	\$ 64.80
Printing / Reproduction			
8.5x11 Black & White	3500 ea.	\$ 0.05	\$ 175.00
8.5x11 Color	ea.	\$ 0.50	\$ -
11x17 Black & White	ea.	\$ 0.10	\$ -
11x17 Color	ea.	\$ 1.00	\$ -
Black & White Card Stock	ea.	\$ 0.25	\$ -
Color Card Stock	ea.	\$ 0.85	\$ -
Large Format Printing (Black & White)	6800 s.f.	\$ 0.08	\$ 584.00
Large Format Printing (Color)	s.f.	\$ 0.35	\$ -
Scanning (Black & White)	330 s.f.	\$ 0.25	\$ 82.50
Scanning (Color)	s.f.	\$ 1.00	\$ -
Mouling Boards (3/16")	s.f.	\$ 3.00	\$ -
Laminating (Large Scale)	s.f.	\$ 1.00	\$ -
Binding	ea.	\$ 1.50	\$ 1.50
Subtotal		\$	\$ 851.50

176SUBTOTAL - MANHOURS

SUB TOTAL - SALARY COSTS	\$	5,940.00
FORWARD PRICING		
TOTAL DIRECT SALARY	\$	5,940.00
OVERHEAD RATE -	154.1%	
		9,000.02
PROFESSIONAL FEE	\$	1,484.00
DIRECT NON-LABOR EXPENSES		
Postage/Courier	\$	289.00
Survey Supplies	\$	-
Travel - Meetings	\$	64.80
Printing/ Reproduction	\$	851.50
Subtotal - Non-Labor Expenses	\$	1,185.30
TOTAL COST	\$	17,509.93

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO SUPPLEMENTAL AGREEMENT NUMBER 4 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. RELATED TO THE 8TH STREET 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 Supplemental Agreement #4 for professional services with Burns and McDonnell Engineering Company, Inc. for additional services and scope of work on the 8th Street Project in the City of Bentonville.

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			
X	Bid Award	Bid #	16-30
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 23, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Award Bid #16-30 to Dean Crowder Construction in the amount of \$1,718,652.45 for relocation of water and sewer services on the 8th Street project (AHTD #090376). See attached memo, letter of recommendation to award bid, engineers estimate, and bid tabulation.

COST TO CITY:

Cost of this Request: \$1,718,652

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 8th St Escrow
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: September 17, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Award Bid 16-30, 8th St. Water/Sewer Relocation-Schedule B

This item is to award a bid for relocation of water and sewer lines for the 8th St Improvements project to Dean Crowder Construction. This contract covers what is referred to as Schedule B, which is from Moberly Lane east to and including the crossing of I-49.



August 17, 2016

Mr. Mike Churchwell
Transportation Director
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: AHTD Job 090376: Hwy. 62/102 Intchg. Impvts. & 8th St. Widening (Bentonville) (S)
Water and Sewer Relocations (Moberly Lane to Interstate 49)
Recommendation to Award

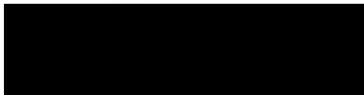
Dear Mr. Churchwell:

On Tuesday, August 16th, the City opened bids for the water and sewer relocations between Moberly Lane and Interstate 49 required for the construction of the 8th Street Interchange that is scheduled to be let by AHTD on September 21st. Three bids were submitted and all were determined to be responsive. The bid tabulation prepared by USI is attached along with our engineer's estimate.

The low bidder was Dean Crowder Construction. There was one error in their bid summation that when corrected placed the bid at \$1,718,652.45. Since this bid is lower than the engineer's estimate, we recommend award to Dean Crowder Construction for the above amount.

We have also been in correspondence with the AHTD Utilities Section and have received their concurrence to forward the project to the City Council for approval of award. We appreciate the opportunity to assist with this project. If you have any questions or need additional information, please don't hesitate to contact me.

Sincerely,



Steven Beam, P.E.
Transportation Manager-Arkansas

SB

Attachment

cc: USI Consulting Engineers, Mr. Chuck Nickle
AHTD Utilities Section, Mr. Keith Mashburn

6815 Isaacs Orchard Road, Suite B3 \ Springdale, AR 72762
O 479-725-5460 \ F 479-725-5470 \ burnsacd.com

HWY. 62/102 INTCHG. IMPVTS. & 8TH ST. WIDENING (BENTONVILLE) (S)
JOB 090376
WATER TRANSMISSION MAIN AND SANITARY SEWER REPLACEMENT

Opinion of Probable Construction Cost



6815 Isaacs Orchard Road, Suite B3
 Springdale, AR 72762
 Ph. 479-725-5460
 www.burnsmcd.com

Created By: S. Beam
 Date: 7/27/2016
 Anticipated Construction Duration: 150 days
 Official Estimate Date: 7/27/2016
 Version 01

Pay Item Number	Description	Quantity	Unit	Unit Price	Estimated Cost
1	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Schedule B)	1	LS	\$ 100,000.00	\$ 100,000
2	Trenching and Excavation Safety Systems	1	LS	\$ 125,000.00	\$ 125,000
3	Maintenance of Traffic	1	LS	\$ 75,000.00	\$ 75,000
4	8-Inch Gravity Sewer (PVC SDR-26)	453	LF	\$ 100.00	\$ 45,300
5	4-ft. Dia. Cast-in-Place Manhole	3	EA	\$ 3,500.00	\$ 10,500
6	Plug and Abandon Existing Sewer Line	4	EA	\$ 2,000.00	\$ 8,000
7	Abandon Existing Manhole	3	EA	\$ 1,500.00	\$ 4,500
8	8-Inch Water Line (CL-50 DIP)	530	LF	\$ 85.00	\$ 45,050
9	12-Inch Water Line (CL-50 DIP)	183	LF	\$ 100.00	\$ 18,300
10	24-Inch Water Line (CL 50 DIP)	3,031	LF	\$ 200.00	\$ 606,200
11	8-Inch Water Line (C900 DR14 PVC)	206	LF	\$ 65.00	\$ 13,390
12	Tapping Sleeve and Valve (24"X24")	2	EA	\$ 40,000.00	\$ 80,000
13	Tapping Sleeve and Valve (24"X8")	1	EA	\$ 6,500.00	\$ 6,500
14	Tapping Sleeve and Valve (8"X8")	4	EA	\$ 5,000.00	\$ 20,000
15	Tapping Sleeve and Valve (12"X12")	1	EA	\$ 6,500.00	\$ 6,500
16	8-Inch Gate Valve	3	EA	\$ 2,500.00	\$ 7,500
17	12-Inch Gate Valve	1	EA	\$ 3,500.00	\$ 3,500
18	24-Inch Butterfly Valve	7	EA	\$ 15,000.00	\$ 105,000
19	Combination Air/Vacuum Valve/Vault Assembly	1	EA	\$ 4,500.00	\$ 4,500
20	Fire Hydrant Assembly including Auxiliary Valve	6	EA	\$ 6,250.00	\$ 37,500
21	Salvage Existing Fire Hydrant Assembly	3	EA	\$ 1,500.00	\$ 4,500
22	Cut, Cap & Abandon Existing Water Line	8	EA	\$ 5,000.00	\$ 40,000
23	16-Inch Open Cut with Welded Steel Pipe Encasement	20	LF	\$ 90.00	\$ 1,800
24	20-Inch Open Cut with Welded Steel Pipe Encasement	210	LF	\$ 100.00	\$ 21,000
25	24-Inch Open Cut with Welded Steel Pipe Encasement	122	LF	\$ 120.00	\$ 14,640
26	40-Inch Open Cut with Welded Steel Pipe Encasement	686	LF	\$ 250.00	\$ 171,500
27	40-Inch Bore with Welded Steel Pipe Encasement	200.00	LF	\$ 3,000.00	\$ 600,000
28	Hydroseed and Mulch	3,100.00	SY	\$ 6.00	\$ 18,600
29	Asphalt Pavement Repair	835.00	LF	\$ 200.00	\$ 167,000
30	Stormwater Pollution Prevention Erosion Controls	1	LS	\$ 30,000.00	\$ 30,000
TOTAL					\$ 2,391,280

**TABULATION OF BIDS RECEIVED AUGUST 16, 2016
8TH STREET WATER & SEWER RELOCATIONS
(MOBERLY LANE TO INTERSTATE 49)**

for the
City of Bentonville, Arkansas
USI Project No. 1009022
Plans and Specifications Dated: July 2016

Company: Arkansas License No.: Address: City, State:		Dean Crowder Construction 0031610317 804 SE 21st Street Bentonville, AR 72712		Kraus Construction P.O. Box 5170 Fort Smith, AR 72913		Goins Enterprises 3255 N. County Lane 252 Joplin, MO 64801	
Item No.	Quantity	Unit	Description	Price	Total Amount	Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Bid Excluding General Conditions & Mobilization)	\$63,602.00	\$63,602.00	\$80,000.00	\$80,000.00
2.	1	LS	Trenching and Excavation Safety Systems	\$99,000.00	\$99,000.00	\$40,000.00	\$40,000.00
3.	1	LS	Maintenance of Traffic	\$65,450.00	\$65,450.00	\$36,000.00	\$36,000.00
4.	453	LF	8-inch Gravity Sewer (PVC SDR-26)	\$42.00	\$19,026.00	\$103.00	\$46,659.00
5.	3	EA	4-ft. Dia. Cast-in-Place Manhole	\$2,161.00	\$6,483.00	\$3,400.00	\$10,200.00
6.	4	EA	Plug and Abandon Existing Sewer Line	\$394.90	\$1,579.60	\$1,800.00	\$7,200.00
7.	3	EA	Abandon Existing Manhole	\$606.10	\$1,818.30	\$1,800.00	\$5,400.00
8.	530	LF	8-inch Water Line (CL-50 DIP)	\$66.50	\$35,245.00	\$83.00	\$43,990.00
9.	183	LF	12-inch Water Line (CL-50 DIP)	\$93.80	\$17,165.40	\$100.00	\$18,300.00
10.	3,031	LF	24-inch Water Line (CL 50 DIP)	\$205.30	\$622,264.30	\$192.00	\$581,952.00
11.	206	LF	8-inch Water Line (9000 DR14 PVC)	\$49.00	\$10,094.00	\$65.00	\$13,390.00
12.	2	EA	Tapping Sleeve and Valve (24"x24")	\$40,741.20	\$81,482.40	\$36,000.00	\$72,000.00
13.	1	EA	Tapping Sleeve and Valve (24"x24")	\$5,544.70	\$5,544.70	\$6,200.00	\$6,200.00
14.	4	EA	Tapping Sleeve and Valve (8"x8")	\$2,784.10	\$11,136.40	\$5,200.00	\$20,800.00
15.	1	EA	Tapping Sleeve and Valve (8"x8")	\$4,680.85	\$4,680.85	\$7,200.00	\$7,200.00
16.	3	EA	8-inch Gate Valve	\$1,612.45	\$4,837.35	\$3,000.00	\$9,000.00
17.	1	EA	12-inch Gate Valve	\$2,796.50	\$2,796.50	\$4,000.00	\$4,000.00
18.	7	EA	24-inch Gate Valve	\$22,359.40	\$156,515.80	\$23,000.00	\$161,000.00
19.	1	EA	Combination Air/Vacuum Valve/Vault Assembly	\$3,270.85	\$3,270.85	\$4,500.00	\$4,500.00
20.	6	EA	Fire Hydrant Assembly including Auxiliary Valve	\$5,927.35	\$35,564.10	\$7,000.00	\$42,000.00
21.	3	EA	Salvage Existing Fire Hydrant Assembly	\$1,045.00	\$3,135.00	\$900.00	\$2,700.00
22.	8	EA	Cut, Cap & Abandon Existing Water Line	\$5,160.90	\$41,287.20	\$3,700.00	\$29,600.00
23.	20	LF	16-inch Open Cut with Welded Steel Pipe Encasement	\$88.75	\$1,775.00	\$108.00	\$2,160.00
24.	210	LF	20-inch Open Cut with Welded Steel Pipe Encasement	\$87.90	\$18,459.00	\$114.00	\$23,940.00
25.	122	LF	24-inch Open Cut with Welded Steel Pipe Encasement	\$210.20	\$25,624.00	\$130.00	\$15,860.00
26.	686	LF	40-inch Open Cut with Welded Steel Pipe Encasement	\$947.20	\$649,179.20	\$285.00	\$195,510.00
27.	200	LF	40-inch Bore with Welded Steel Pipe Encasement	\$947.20	\$189,440.00	\$1,200.00	\$240,000.00
28.	3,100	SY	Hydroseed and Mulch	\$3.85	\$11,935.00	\$3.00	\$9,300.00
29.	130	LF	Asphalt Pavement Repair	\$188.75	\$24,537.50	\$270.00	\$35,100.00
30.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$22,000.00	\$22,000.00	\$28,000.00	\$28,000.00
TOTAL BID				\$1,718,652.45	\$1,718,652.45	\$1,791,981.00	\$2,299,370.00

Denotes correction to submitted bid calculations

USI Consulting Engineers,
4847 Kaylee Avenue, Suite
Springdale, AR 72762

344

*To be used only at the direction of the Engineer.

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____, in the year 20__

by and between City of Bentonville, Arkansas (hereinafter called OWNER) and

_____ (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

8th Street Water & Sewer Relocations (Moberly Lane to Interstate 49) AHTD Project No. 090376

Water and sanitary sewer utility relocations and associated work from Moberly Lane to Interstate 49 including but not limited to furnishing and installing approximately 200 linear feet of 8" PVC waterline, 530 linear feet of 8" Ductile Iron waterline, 180 linear feet of 12" Ductile Iron waterline, 3,000 linear feet of 24" Ductile Iron waterline, 450 linear feet of 8" PVC gravity sewer line, 20 linear feet of 16" direct bury steel encasement pipe, 210 linear feet of 20" direct bury steel encasement pipe, 120 linear feet of 24" direct bury steel encasement pipe, 690 linear feet of 40" direct bury steel encasement pipe, 200 linear feet of 40" bore and steel encasement pipe and all required fittings, valves, fire hydrant assemblies, meter settings, service lines, manholes, connections to existing lines and manholes, curb and gutter and pavement repair.

Article 2. ENGINEER

The Project has been designed by USI Consulting Engineers, Inc. and Burns and McDonnell who are hereinafter called Engineer and who are to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.1 The work included in each Bid Schedule will be substantially complete within the number of calendar days listed below after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within the number of calendar days listed below after the date when the Contract Times commence to run.

These Contract Times include delays for normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

Article 4. CONTRACT PRICE

One Million Seven Hundred Eighteen Thousand Six Hundred Fifty-Two Dollars and Forty-Five Cents
(\$1,718,652.45).

Total in Figures

~ 192 ~

no maximum calendar day limit for exceeding the final completion calendar day total.

4.1 For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in the accepted Bid.

4.2 As provided in paragraph 13.03.B of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications will be made by Engineer as provided in paragraph 13.03.D of the General Conditions. Unit prices have been computed as provided in paragraph 13.03.C of the General Conditions.

4.3 A contingency allowance of \$75,000.00 will be allowed for use at the discretion of the Mayor and Traffic Engineer to cover increased costs of existing units, off set cost of new units and used to reconcile the final contract amount.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Engineer will process applications for Payment as provided in the General Conditions.

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01.E of the General Conditions:

In the case of a construction contract entered into between a public agency and a contractor who is required to furnish a performance bond, the contractor shall be entitled to payment of ninety-five percent (95%) of the earned progress payments when due, with the public agency retaining five percent (5%) to assure faithful performance of the contract.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 15.01.B of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01.E of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance

with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in paragraph 5.03.A of the General Conditions. Contractor accepts the determination set forth in paragraph 5.03 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 5.03 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice to Proceed.
- 7.5 General Conditions.
- 7.6 Specifications consisting of divisions, sections and provisions as listed in the Table of Contents.
- 7.7 Drawings.
- 7.8 Addenda numbers, inclusive.
- 7.9 Contractor's bid.
- 7.10 Documentation submitted by Contractor prior to Notice of Award.
- 7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

8.2 The Contractor and all Subcontractors shall pay not less than the minimum prevailing hourly wage rates as found by the Arkansas Department of Labor or as determined by the Court on Appeal to all workmen performing work under the Contract.

8.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

8.4 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Bentonville, Arkansas

By: _____

By: _____

[Corporate Seal]

[Corporate Seal]

Attest _____

Attest _____

Address for Giving Notices

Address for Giving Notices

117 W. Central

Bentonville, Arkansas 72712

ADDENDUM NO. 1

8TH STREET WATER & SEWER RELOCATIONS (MOBERLY LANE TO INTERSTATE 49)

City of Bentonville, Arkansas
AHTD Project No. 090976
Federal Aid Project HHP2-3314(1)
USI Project No. 1009022

The Contract Documents, Plans, and Specifications for the above entitled project are hereby changed or clarified in the following particulars:

BID

Item 18 – 24-inch Butterfly Valve: Change the item from “Butterfly Valve” to “Gate Valve”

Item 29 – Asphalt Pavement Repair: Change the quantity from 835 LF to 130 LF
See the Questions section for further clarification of this change and item.

TECHNICAL SPECIFICATIONS

Section SS – City of Bentonville Minimum Standard Specifications for Streets (2006), Article 800 – Inspections and Testing

Section 800.3 Quality Control Testing currently reads “The Developer/Owner shall provide quality control testing for all materials and construction involved in street improvements.” For this project, “Developer/Owner” should be revised to read “Contractor”. The inspection tests should be coordinated with the Engineer of Record and City Engineer.

PLANS

All plan references to 24” Butterfly Valves shall be changed to be 24” Gate Valves.

A detail for 24” tee and valves is attached to this addendum to clarify the City’s standard detail’s application to the specific scenarios in this project.

QUESTION RESPONSES FROM PRE-BID MEETING OR INQUIRIES

Lead times on 24” butterfly valves may be problematic for the project schedule. Would the City allow use of Gate Valves?

Yes. The item is being changed due to confirmed supply issues. Make sure the valve is domestic made and submitted for approval with the standard submittals. They need to be looked at for the depth of the water main to make sure they don't need laid on their side and a gear adapter installed for the operation nut.

8th Street Water & Sewer Relocations (Moberly Lane to Interstate 49)
Bentonville, Arkansas
USI Project No. 1009022

If 24" butterfly valves are used and lead times are too long, would the City consider delaying the NTP until delivery?

This will not be applicable since the valve type is being changed to address supply issues.

Each Ductile Iron pipe supplier has their own restrained joint system. I would assume Bentonville accepts the major pipe suppliers. The question is whether or not the Owner will accept American, U S Pipe, and McWane, and Griffin Ductile Iron Pipe; any of those four (4).

Ductile iron pipe needs to be made domestically and meet City specifications for Ductile iron pipe. City specification allows for mechanical joint or push-on joints but City prefers push-on joints for the pipe. The pipe submittals needs to be provided with the restraint system that would be used with the pipe in the encasement and manufacturer recommendations would be strongly considered.

If roller type casing spacers are required please give us Manufacturer & Spec. No. Roller type encasement spacers are not a requirement but are definitely an option. The encasement spacers need to be able to handle the weight and the amount of force that is going to be applied to push the length of pipe in the encasement. Keep in mind whatever spacer is used it needs to be a domestic product. These will be the items looked at during the submittal review.

What will be the traffic control requirements along Moberly since the tap appears to take place in the southbound lanes?

The City will allow a 2-day closure of Moberly Lane in order to excavate and perform the tap. The contractor must submit a signage plan and schedule to the Engineer for review and approval prior to commencing the closure.

Please clarify the asphalt street repair requirements?

Due to the impending roadway construction, asphalt street repair is being modified in the bid schedule. The quantity is being reduced as provided in this Addendum. The specific requirements are below:

Moberly Lane Repair: Approximately 50 LF of repair that will require granular backfill, 6" of 6" of 3500 PSI concrete, and 3" of Type 2 HMAC per City's standard detail.

Repair over future access drives: Approximately 80 LF in total of repair from Sta. 3+55 to 3+90 and from Sta. 7+80 to 8+25. This repair should consist of granular backfill, 8" of Class 7 base, and 3" of Type 2 HMAC. The base and asphalt shall extend 18" beyond the edge of trench per City's standard detail.

Please clarify the trench backfill requirements?

Trench backfill may be native excavated material compacted to a level equal to the material outside the trench in all location except those requiring asphalt street repair.

Whose responsibility is the geotechnical testing?

Geotechnical testing for the street repairs will be the responsibility of the Contractor.

Will the abandonment of the sewer line require complete filling of the lines?

The abandonment of the sewer line will be as shown on the plans using a 5' long plug of concrete.

8th Street Water & Sewer Relocations (Moberly Lane to Interstate 49)
Bentonville, Arkansas
USI Project No. 1009022

GENERAL

Acknowledge receipt of this Addendum by signing in the space provided below and return the signed Addendum to USI Consulting Engineers, Inc. by facsimile transmission to (479) 872-7118 or by email to bids@usi-ce.com. Also acknowledge receipt of the Addendum in the space provided on page 4-1 of the BID.

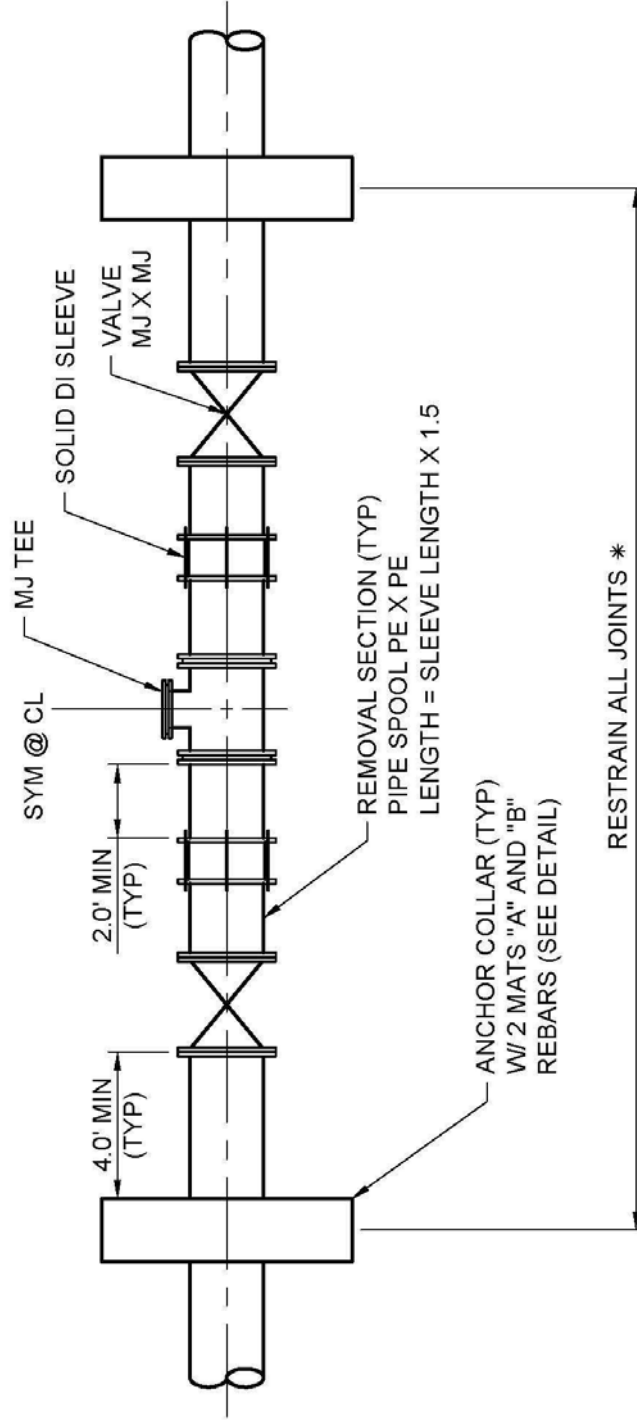
August 12, 2016

USI Consulting Engineers, Inc.
4847 Kaylee Avenue
Springdale, Arkansas 72762
(479) 872-7115 Telephone
(479) 872-7118 Facsimile
bids@usi-ce.com

Signature

Print Name

Company Name



* IF ONLY ONE VALVE AT TEE INSTALL BOTH ANCHOR COLLARS AND RESTRAIN BETWEEN AS SHOWN.
ADJUST VALVE STATIONING TO MATCH LOCATIONS SHOWN ON DETAIL.

	project	56784
	contract	--
date	AUG 11, 2016	
designed	S. WILSON	
24" WATERLINE TEE, VALVE, & ANCHORING DETAIL		SK - 1



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends Mayor and City Council approve the change order to the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$376,950.00.

COST TO CITY:

Cost of this Request: \$376,590

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	261,590
Funds Expended to Date		99,500
Remaining Budget		162,090
Budget Adjustment		-
Remaining After Adjustment	\$	162,090

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

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



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 12, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

**RE: Change Order to the Burns & McDonnell design
contract for the 8th St. Overhead Electric
Relocation – Bid Preparation and Construction
Inspection**

The Electric Department recommends approval of the change order to the design contract for the 8th St. Overhead Electric Relocation in the amount of \$376,950.00. The plans for the electric relocation for the 8th St. Expansion are complete and ready for bid. This change order will cover the bidding process, evaluation of bids, and construction observation during the entirety of the project. It will also provide the Electric Department with as-built drawings once the project is complete.



TASK ORDER No. 2

**TASK ORDER FOR
ENGINEER-OWNER AGREEMENT**

This Task Order is entered into and authorized by Owner this 30th day of June, 2016, by and between the City of Bentonville, Arkansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated September 13, 2013:

1) Scope of Services:

ENGINEER's primary role will be to act as OWNER's engineer and resident project field representative during the bid and construction phases for the overhead electric utility relocation associated with planned improvements to 8th Street. ENGINEER will manage or assist on the following project tasks shown below:

Activity	Manage*	Assist**
Field Representative	X	
Procurement		X
Bid Phase Services		X
Material Management		X
Schedule		X
Engineering Coordination	X	
Project Status Reporting	X	
Field Quality Review	X	
Project Closeout		X

*Manage – Have primary responsibility for the activity

**Assist – Provide assistance to the managing party

- a) Bidding Phase & Procurement Services
 - i) Assist OWNER in obtaining and evaluating bids and preparing construction contracts for steel pole structures and line construction. ENGINEER's bid phase and procurement activities will include the following:
 - (1) Supplier qualification

- (2) Preparation of bid documents
- (3) Tabulation and evaluation of proposals
- (4) Development of purchase recommendations
- (5) Material and design submittals
- (6) Expediting
- ii) Consult with and advise OWNER as to the qualifications of subcontractors and other persons and organizations proposed by the prime construction contractor(s), for those portions of the work as to which the OWNER's acceptability of qualified subcontractors is required by the Bid Documents.
- iii) Procurement activities will be based out of ENGINEER's Kansas City office. Procurement personnel will work closely with OWNER and ENGINEER's engineering staff and Resident Project Representative in establishing procurement procedures and schedules; assist in developing and executing procurement plans; prepare equipment/material financial forecasts; and assist OWNER with effective control of material orders and delivery. In addition, procurement personnel will coordinate and manage resolution of damages or shortages with OWNER to resolve issues in a timely manner with material suppliers.
 - (1) ENGINEER and OWNER agree that ENGINEER is acting as OWNER's agent with regard to procurement services, and OWNER shall enter into the purchase orders directly with, and have direct payment responsibility to, the third-party suppliers. Any equipment or materials purchased or procured shall be considered the property of OWNER, and ENGINEER shall at no time hold title to or have risk of loss with regard to any such equipment or materials. ENGINEER shall not be liable for any warranties or guarantees whatsoever related to such equipment, materials, or services, including installation of equipment or materials, as the OWNER's third-party suppliers and contractors shall be solely liable therefor.
- b) Construction Phase Services
 - i) Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.
 - ii) Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes.
 - iii) ENGINEER will receive and review Submittals of Contractor(s) for general conformance with the design concept and intent of the Contract Documents.
 - iv) ENGINEER will make visits to the Site at intervals appropriate to the stages of construction to consult with and advise ENGINEER'S Resident Project Representative and observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work. This section applies to periodic visits by the ENGINEER. The services of the Resident Project Representative are outlined in later sections of this Task Order.
 - v) Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing and in consultation with OWNER all payments to Contractor(s) in accordance with the Contract Documents.
 - vi) Render periodic Work progress reports to Owner.



- vii) Conduct an inspection to determine if Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that the ENGINEER may approve, in writing and in consultation with OWNER, final payment to each Contractor.
- viii) Resident Services
 - (1) Resident Project Representative shall be furnished and shall act as directed by OWNER and ENGINEER in order to provide representation at the Project site during the Construction Phase.
 - (2) The Resident Project Representative, through regular on-site observations of the work in progress, intermittent field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist OWNER in determining that the Project is proceeding in accordance with the Contract Documents.
 - (3) The Resident Project Representative will be assigned to the project and be located at the project site. The Resident Project Representative will be responsible for monitoring construction activities at the jobsite(s) in accordance with project specifications and procedures; observe and document contractor operations; verification of contractor construction activities; notify the OWNER of non-conforming work; participate in the preparatory meetings prior to start of construction activity; audit contractor quality records during construction; participate in all final punch-list inspections and prepare, maintain, and close-out all punch-list items; assist in resolving non-compliances; monitor drawing and document control, distribution, storage, and usage at the jobsite; and prepare, maintain, and close-out punch list items.
 - (4) Resident Project Representative will coordinate construction activities with OWNER and the Contractor(s).
 - (5) Resident Project Representative will work with the project team along with operations and maintenance personnel to help coordinate any required system disruptions throughout the Project.
 - (6) General responsibilities of the Resident Project Representative include the following:
 - (a) Reporting directly to the OWNER
 - (b) Interfacing with OWNER, contractors, and ENGINEER's engineering and procurement staff
 - (c) Monitor and report on field construction activities
 - (d) Participate in the review of project schedule development and maintenance
 - (e) Review and comment on contractors' QA/QC plan
 - (f) Monitor compliance with construction contracts
 - (7) A sample resume of the type of personnel that ENGINEER will provide for a Resident Project Representative is attached. The person provided by ENGINEER will be dependent upon availability with the project schedule.

2) Compensation:

The basis of compensation for the above Services shall be:

Hourly Rate per ENGINEER's Rate Sheet, attached hereto subject to a Not-to-Exceed amount of \$376,950, without further authorization. This NTE amount is based on an assumed construction duration of 6 months. A breakdown of this NTE amount is provided below:

<u>Description of Service</u>	<u>Labor Hours</u>	<u>Labor Price</u>	<u>Expenses</u>
Procurement	308	\$62,832	\$0
Resident Project Rep.*	1,040	\$222,560	\$38,334
Per Diem & Reloc.			\$23,390
Vehicle			\$12,194
Field Office			\$2,750
Engineering Support**	256	\$52,224	\$1,000
Subtotal		\$337,616	\$39,334
Total	1,604	\$376,950	

*40 hour work week for duration of 6 months.

**Includes one trip per month to Site.

As noted above, our Not-to-Exceed estimate was developed using a 40 hour construction work week for the Resident Project Representative. Since the Resident Project Representative will be relocated to the site for the entirety of the Project, a 40 hour work week should be considered the minimum required.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Bentonville, Arkansas

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By:

By:

Name:

Name:

Title:

Title:

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$59.00
Technician *	6	72.00
Assistant *	7	81.00
	8	112.00
	9	130.00
Staff *	10	146.00
	11	159.00
Senior	12	175.00
	13	194.00
Associate	14	204.00
	15	215.00
	16	220.00
	17	225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.

Form BMR816

MARK MCCAIG

Quality / Field Superintendent

Mr. McCaig serves Burns & McDonnell as a T&D Superintendent. His experience includes all phases of electrical transmission line and substation construction, inspection, quality and construction management. Experience in the following areas:

- Quality Control
- Inspection in All Phases of Overhead and Underground Transmission, Distribution Line and Substation Projects
- Consultant in All Construction Operations and Inspections
- Transmission Helicopter Construction
- Transmission River Crossing Construction
- Right of Way Contact/Land Owner Contact
- Fiber optic Installation (underground and aerial)

EDUCATION

- Robert E. Lee High School

10 YEARS WITH BURNS & MCDONNELL

37 YEARS OF EXPERIENCE

Energizing the Future, FirstEnergy

Ohio, 12/13 - present

Mr. McCaig is currently serving as T&D Field Representative/Quality. Project includes rebuilding 69 kV transmission lines with 12 kV under-build and 69kV-345kV substation upgrades. Overseeing contractor, preconstruction walk-down for engineering and environmental concerns. Communicating with onsite contractor and engineers/PMs throughout the projects to help resolve related issues.

Southern Cal Edison

Northbrook, IL, 2005 – 2013

Mr. McCaig served as Lead Construction Coordinator on the DPV 2, TrAILCo, Pacific Corp. and ATC projects.

- DPV 2 Project for Southern Cal Edison – Brea California (01/2011 to 12/2013). 500 kV Transmission line – monitor inspectors, oversee site preparation, BPM, road construction, foundation installation, material hauling, and steel and conductor operations.
- TrAILCo Project - Pennsylvania, West Virginia, Virginia (05/2007 to 12/2010). Monitor the following activities: Surveying, soil boring, access roads, landowner contacts, right-of-way clearing, foundation installation, steel assembly, wire stringing operations on a 500kv Transmission line starting in Mt. Morris, PA and ending in Front Royal, VA, approximately 180 miles long.
- Pacific Corp. Project, Salt Lake City, Utah (11/20/2005). Quantum Leap Projects - installing new 138/12k Substations, up-grading existing substations to 138/12kv, working on all phases of construction site work, foundation installation, steel erection, switches and breaker installation, bus work, switch gear buildings, transformers. Also 12kv distribution installations.
- ATC Project, Wausau, WI (5/11/2005 to 11/15/2005). Construction of 345kV/115kV

Nevada Power Company

Las Vegas, NV, 10/04 – 5/05

As a construction advisor, Mr. McCaig worked on new and upgrading 230 kV, 138 kV and 69 kV transmission lines.

Responsibilities included:

- Foundation installation, pole erection and wire stringing and sagging operations
- Reviewed contractor's monthly billing for approval

BURNS & MCDONNELL

MARK MCCAIG

(continued)

Pacific Corp

Chicago, IL, 11/01 – 10/04

Mr. McCaig served as a QC Engineer installing new *138/12 kV* substation; upgrading existing substations *to 138/12 kV*, working on all phases of construction, site work, foundation installation, steel structure erection, switches and breakers installation, bus work, switch gear buildings, transformers.

Field Advisor - assigned to Nevada Power – Monitoring all phases, including foundation, steel poles, lattice towers, wire stringing operations, of contractor work on new and/or existing *69 kV, 138 kV, 230 kV and 500 kV transmission* lines

General Electric

Haley, Idaho, 9/01 to 11/01

As a Field Engineer, Mr. McCaig monitored three miles of 230 kV double-circuit transmission line for GE in Mississippi.

Alcoa Fujikura, Ltd.

Duncan, SC, 03/00 to 8/01

As a Field Advisor, Mr. McCaig Monitored fiber optic cable installation on OPGW and ADSS on various projects in New Mexico, Colorado and Massachusetts.

Commonwealth Associates, Inc.

Jackson, Michigan, 03/99 to 03/00

As a Field Engineer, Mr. McCaig worked on new fiber optic lines (underground and overhead) from Qwest main line to various cities throughout Georgia.

**denotes experience prior to joining Burns & McDonnell*





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-28
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #16-28 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$76,087.50

COST TO CITY:

Cost of this Request: \$76,088

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 17, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1/0 Underground Wire Bid #16-28**

The City of Bentonville recommends awarding the bid for 1/0 underground wire in the total amount \$76,087.50. The low bid for this item follows.

Stuart Irby in the amount of \$76,087.50

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #16-28

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	STUART C. IRBY CO.	TECHLINE	WESCO			
1	37,500	FT	EA	280-095- 59525	WIRE 1/0 15KV 220MIL PRIMARY U/G WIRE	\$2,0290	\$2,2600	\$2,2500			
					GRAND TOTAL:	\$76,087.50	\$84,750.00	\$85,875.00	\$0.00	\$0.00	\$0.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends a budget adjustment in the amount of \$8,195.00 to purchase hazardous material monitoring equipment.

COST TO CITY:

Cost of this Request: \$8,195

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		8,195
Remaining After Adjustment	\$	8,195

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







Inter-office Memorandum

To: Chief Brent Boydston
From: Deputy Chief Kevin Boydston
Date: August 5, 2016
Re: Hazmat Equipment Grant

In March of 2015, we applied for Homeland Security Grant money to replace the AHURA Defender, Ramon Laser detector. The AHURA was purchased in 2008, with grant funds, and support for the detector was being discontinued at the end of the 2015 calendar year. We submitted a new grant application, through Benton County Emergency Management, to replace the AHURA. The grant request was for \$94,541.00 and we received grant approval for \$86,346.00. Benton County has issued a PO for \$94,541.00 for the purchase of the new equipment and we are responsible to Benton County for the remaining \$8,195.00. As per our discussion during the process last year, I followed through with Kendall Snyder on verbal confirmation that it is acceptable to make up the shortfall from ACT 833 funds. I am requesting that we allot \$8,195.00 from the ACT 833 account to be paid to Benton County for completion of the grant.

The associated paperwork is verification of the Benton County and the GSA pricing. The MOU was completed in April and I have done a follow through with Jake Harper.

Kevin Boydston

From: Mike Dixon <Mike.Dixon@bentoncounty.com>
Sent: Monday, July 25, 2016 2:20 PM
To: Jackson, Andre (DESS); Kevin Boydston
Subject: Re: HazMat-ACE Quote
Attachments: 16-006597.pdf

I've attached the PO for these items. Upon invoice, the county will be paying \$86,346 and the City of Bentonville will pay the remaining amount. We will need separate invoices, please.

Mike Dixon, AEMSM
Director
Benton County EMA
Office: (479) 271-1004



From: "Jackson, Andre (DESS)" <William.Jackson@smithsdetection.com>
Date: Monday, July 25, 2016 at 8:07 AM
To: Mike Dixon <Mike.Dixon@bentoncounty.com> <KBoydston@bentoncounty.com>
Subject: RE: HazMat-ACE Quote

----- INTERNAL -----

Gents – please find attached the quote that reflects GSA pricing.

If you have any questions please advise as soon as possible.

Thanks for using Smiths.

Andre'

Andre' Jackson
Regional Sales Manager, SE
C: 1(410)698-5061

smiths detection
bringing technology to life



Benton County, Arkansas PURCHASE ORDER

P.O. NUMBER	16-006597
C.O. NUMBER	
DATE	07/25/2016

THE P.O. NUMBER MUST APPEAR ON ALL
INVOICES, PACKING LISTS, LABELS, BILLS
OF LADING AND CORRESPONDENCE.

PAGE NO. 1 OF 1

VENDOR: SMITHS DETECTION
PO BOX 7247-7251
PHILADELPHIA, PA 19170-7251

SHIP TO:

VENDOR #		TERMS	DELIVERY DATE	F.O.B.	BUYER		BUYER PHONE #
101769		NET30		SHIPPING	Mike Dixon		479-271-1002
LINE	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST	TAX	EXTENDED COST
1	1.00	EA	3601-0500-4004	\$68,551.00 HAZMAT ID ELITE PACKAGE	\$68,551.00	\$0.00	\$68,551.00
2	1.00	EA	3601-0500-4004	\$25,990.00 ACE ID INCLUDING 1 YEAR REACHBACK	\$25,990.00	\$0.00	\$25,990.00
						\$ 0.00	\$ 94,541.00

PLEASE SEND ALL CORRESPONDENCE TO:

Benton County
215 E Central Ave, Ste 302
Bentonville, AR 72712
PH: (479) 271-1002
FAX: (479) 271-1748

Authorized Signature



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 9, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends increasing ambulance charges. The last increase in ambulance charges was 2009. This proposed increase will help offset the increase in personnel cost, cost of ambulances, and equipment experienced since 2009.

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Denise Land, Finance Director and Camille Thompson, Staff Attorney
Date: August 1, 2016
Re: Increase Ambulance Charges

Fire Department Staff recommends an increase in our current ambulance charges. The current charges have been in place since 2009. Since 2009 we have experienced the following cost of operation increases.

- Wages up 50%
- Retirement up 120%.
- Health insurance up 50%.
- New ambulance chassis up 17.5%.
- New ambulance box up 40%.
- Remount ambulance chassis up 22%.
- Remount on the ambulance box up 31%.
- Heart monitors up 18%.

EMS Charge Proposed Changes		
Description	Old Charge	New Charge (195.00)
BLS (Basic Life Support)	\$ 375.00	\$ 570.00
ALS 1 (Advance Life Support 1)	\$ 485.00	\$ 680.00
ALS 2 (Advance Life Support 2)	\$ 550.00	\$ 745.00
Mileage	\$ 7.49	\$ 10.00
Non-Resident (Out of City)	\$ 650.00	\$ 845.00
Intubation	\$ 20.00	\$ 40.00
Cardiac Monitoring	\$ 60.00	\$ 100.00
Cardiac Pacing	\$ 48.00	\$ 100.00
Cardioversion	\$ 48.00	\$ 100.00
Defibrillation	\$ 48.00	\$ 100.00
Extrication	\$ 75.00	\$ 200.00
Treat/No Transport (NEW)		\$ 200.00
First Aid Supplies	\$ 20.00	\$ 30.00
Spinal Immobilization	\$ 20.00	\$ 50.00
Oxygen	\$ 35.00	\$ 50.00
IV Administration	\$ 26.84	\$ 35.00

ORDINANCE NO. _____

**AN ORDINANCE REGARDING CERTAIN EMS FEES FOR
THE CITY OF BENTONVILLE FIRE DEPARTMENT.**

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

Section 1: That the Bentonville Fire Department should be and is hereby authorized
to set prices for certain ambulance services as set forth in the attached Exhibit "A:.

Section 2: That all ordinances or parts of ordinances in conflict herewith should be
and the same are hereby repealed.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a resolution adopting the Benton County Mitigation Plan. Executive Summary is attached. Full plan is available through Fire Chief or City Hall.

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Denise Land, Finance Director and Camille Thompson, Staff Attorney
Date: August 23, 2016
Re: Benton County Mitigation Plan

In 2014, Bentonville partnered with Benton County Department of Emergency Management to develop a County wide all hazard mitigation plan.

The plan has been completed, and FEMA needs a resolution adopting the plan for the City of Bentonville.

Staff recommends the Council adopt this plan for the City of Bentonville.



Benton County
Hazard Mitigation Plan
August, 2016



Encompassing the Jurisdictions of:

Benton County

City of Bella Vista
City of Bentonville
City of Bethel Heights
City of Cave Springs
City of Centerton
City of Decatur
City of Gentry
City of Gravette
City of Little Flock
City of Lowell
City of Pea Ridge
City of Rogers
City of Siloam Springs
City of Sulphur Springs



Town of Avoca
Town of Garfield
Town of Gateway
Town of Highfill
Town of Springtown

Northwest Arkansas
Community College

Bentonville School District
Decatur School District
Gentry School District
Gravette School District
Pea Ridge School District
Rogers School District
Siloam Springs District

Prepared By:



Fulton Wold, CBCP

Executive Officer

(615) 469-5558

fulton@boldplanning.com

Tony Gertz, AEM

Mitigation Planner

(615) 469-5558

tony@boldplanning.com



Executive Summary

The Benton County Hazard Mitigation Plan is being developed to update and revise hazard mitigation activities for Benton County and its participating jurisdictions. The Benton County Hazard Mitigation Planning Team will evaluate mitigation measures to be undertaken, and outline a strategy for implementation of mitigation projects. This plan covers 20 municipalities, 1 college, and 7 school districts in Benton County, including the governments of: Benton County, the City of Bella Vista, City of Bentonville, City of Bethel Heights, City of Cave Springs, City of Centerton, City of Decatur, City of Gentry, City of Gravette, City of Little Flock, City of Lowell, City of Pea Ridge, City of Rogers, City of Siloam Springs, City of Sulphur Springs, the Town of Avoca, Town of Garfield, Town of Gateway, Town of Highfill, Town of Springtown, the Northwestern Arkansas Community College, Bentonville School District, Decatur School District, Gentry School District, Gravette School District, Pea Ridge School District, Rogers School District, and the Siloam Springs School District.

Formal adoption and implementation of a hazard mitigation plan presents many benefits to Benton County and the participating jurisdictions. By identifying problems and possible solutions in advance of a disaster, Benton County and the participating jurisdictions will be in a better position to obtain pre- and post-disaster funding.

This document aims to produce the following strategic outcomes:

- 1) Reduce loss of life and decrease property losses to Benton County and its jurisdictions due to natural disasters; and
- 2) Provide the framework and coordination to encourage government, and public and private organizations, at all levels, to undertake mitigation in order to minimize potential disasters and to employ mitigation strategies in the recovery following disasters.

Specifically, these strategic outcomes will be brought about through the following planning process:

- 1) Identify, describe, and characterize the hazards to which Benton County and its jurisdictions are susceptible; and
- 2) Assess the risk of each hazard, including probability, frequency, exposure, vulnerability; and
- 3) Examine feasible mitigation opportunities appropriate for the identified hazards, prioritize those opportunities; and
- 4) Implement mitigation actions to reduce loss of lives and property; and
- 5) Identify mitigation opportunities for long-term planning consideration.

RESOLUTION NO. _____

At a meeting of the City Council of the City of Bentonville, held _____

Resolution of the City Council of the City of Bentonville; Adopting the finalized Benton County Hazard Mitigation Plan; Providing an effective date; and for other purposes:

WHEREAS, The participating jurisdictions of Benton County have worked together to develop a strategy known as the Benton County Hazard Mitigation Plan to improve disaster resistance in the planning area; AND

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) pursuant 44 CFR Part 201 and the Federal Emergency Management Agency (FEMA) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post disaster federal funding for mitigation purposes; AND

WHEREAS, the participating jurisdiction has participated in the hazard mitigation plan by the formation of a Hazard Mitigation Planning Team (HMPT); AND

WHEREAS, the HMPT recommends the formal adoption of the Benton County Hazard Mitigation Plan by the passing of this resolution.

Therefore, be it resolved by the City Council of the City of Bentonville

THAT:

Section 1: The participating stakeholder hereby approves and adopts the hazard mitigation plan in its entirety with projects as adopted by the HMPT; AND agree to be governed by the Hazard Mitigation Plan attached hereto and incorporated.

Section 2: The participating stakeholder authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated therein; AND will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the hazard mitigation plan.

Section 3: The participating jurisdiction will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting of progress as required by FEMA, the Arkansas Department of Emergency Management (ADEM) and the HMPT.

The resolution was offered for adoption by _____

The motion to adopt was seconded by _____

And upon being put to a successful vote; the City Council of the City of Bentonville's signatories:



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to assign an airport ground lease from Newhouse Properties, LLC to 6F Aviation. Said lease is known as Suite #3 2501 SW "I" Street.

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 _____ day of August, 2016 between the City of Bentonville, hereinafter referred to as "Lessor," and 6F Aviation, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW I Street Suite #3.

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 2501 SW I Street #3 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 _____ day of August, 2016, and ending at Midnight, _____ day of August, 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 1415.9 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 it's 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:

6F Aviation

Signature: _____

Printed Name: _____

Title: _____

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 29th day of February, 2015, between the City of Bentonville, hereinafter referred to as "Lessor," and Newhouse Properties LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as 2501 SW "I" St. Suite #3, and being described as follows:

SUITE #3:

A PART OF THADEN ADDITION, LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SECTION 6, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SECTION 6, THENCE S00°00'00"W 573.96 FEET, THENCE N90°00'00"E 101.93 FEET, THENCE S02°24'24"W 60.25 FEET, THENCE S87°35'36"E 23.96 FEET TO THE POINT OF BEGINNING, THENCE N02°24'24"E 19.96 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE N02°24'24"E 20.33 FEET, THENCE S87°35'36"E 23.50 FEET, THENCE S02°24'24"W 20.33 FEET, THENCE S87°35'36"E 11.75 FEET, THENCE S02°24'24"W 19.96 FEET, THENCE N87°35'36"W 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1415.88 SQUARE FEET.

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 2501 SW "I" St. Suite #3 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 initial term is for forty (40) years beginning on the 1st day of January, 2015, and ending at Midnight, Dec. 31, 2055, unless sooner terminated as herein provided. Lessee shall also have two (2) consecutive five (5) year options to renew and extend the Lease. Lessee shall provide Lessor with written notice of Lessee's intent to exercise said option(s) at least six (6) months prior to the expiration of the initial forty (40) year term and each subsequent option period.

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 \$0.20 per square foot. Leased ground space totals 1415.9 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), 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. The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics using September as the comparison month. Rent for the second year of the Term shall be determined using the CPI-U for September, 2015 as compared to September, 2014. Similarly, rent for each successive year of the Term shall be determined using the CPI-U for the most recent September as compared to the preceding September.

- **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. 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 it converts to the City of Bentonville. 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. In no case will City Utilities service be denied to an approved installation. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities. Utilities required by the Lessee that are not owned/managed by the City must be coordinated by the Lessee and utility supplier directly.

REPAIRS, MAINTENANCE AND APPEARANCE.

- 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.
- 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.
- 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 Bentonville City Council at a regular meeting 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 City Council 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. At the conclusion of the initial lease term all improvements shall become the property of the City of Bentonville. The Lessee shall cooperate in conveying clear title of the improvements to the City. Subsequent lease options will be at the fair market value for the ground and improvements. At the end of the lease options, or earlier if options are not exercised, the property will be leased via competitive leasing bids.

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.

QUIET ENJOYMENT. If Lessee pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions, Lessee shall peaceably and quietly hold and enjoy the premises for the lease term without interruption by Lessor or any other persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

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:

[REDACTED]

MAYOR Bob McCaslin

Attest:

CITY CLERK Linda Spence

LESSEE:

O [REDACTED]
B [REDACTED]

Printed Name: Berrett Newhouse
Title: MEMBER

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By:

Chairman, Pat Carroll

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton)

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.

[REDACTED] hand and official seal this 25th day of February 2015

Notary Public



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ASSIGN A LAND LEASE
AGREEMENT FOR A HANGAR SITE LOCATED AT
THE BENTONVILLE MUNICIPAL AIRPORT.**

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Suite #3 at 2501 SW "I" Street on February 25, 2015;

Whereas: said lease contains a provision to assign the lease to a new lessee;

Whereas: a request has been made by 6F Aviation to be assigned the lease currently held by Newhouse Properties, LLC;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends;

**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 Assignment with 6F Aviation for a hangar located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety. Total leased area is 1415.9 square feet.

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:

August 23, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with WTS Aviation, LLC for a hangar at 2250 SW Aviation Street, 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 _____ day of August, 2016, between the City of Bentonville, hereinafter referred to as "Lessor," and WTS Aviation, LLC, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 17,700 square feet marked and identified as 2250 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 2250 SW Aviation 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 _____ day of August, 2016, and ending at Midnight, _____ day of August, 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 \$.21 per square foot. Leased ground space totals 17,700 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 it's 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:

WTS Aviation, LLC
Tom Walton

Signature: _____
Printed Name: _____
Title: _____

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)

) ss.

County of Benton) 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2013.

Notary Public

My Commission Expires:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A LAND LEASE
AGREEMENT WITH WTS AVIATION, 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 WTS Aviation, LLC for a hangar located at 2250 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 _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Reappoint Mr. Chris Faulhaber to the Airport Advisory Board for a three year term that expires on September 30, 2019.

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
From: Ben Peters
Date: August 18, 2016
Re: Appointment to Airport Advisory Board

Mayor,

Mr. Chris Faulhaber has expressed an interest in continuing to serve on the Bentonville Municipal Airport Advisory Board. He has completed one full term. According to the Bylaws he is eligible to serve one additional 3 year term.

It is my recommendation to appoint Mr. Faulhaber to the Board for a term which will expire on September 30, 2019.

Thank you



August 17, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Chris Faulhaber to the City of Bentonville's Airport Advisory Board.

I recommend Chris Faulhaber for reappointment to the City of Bentonville's Airport Advisory Board. Mr. Faulhaber's term will expire on September 30, 2019.

Bob McCaslin



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$31,000.00 not to exceed a total of \$78,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.

COST TO CITY:

Cost of this Request: \$31,000

Additional Budget Amount \$31,000

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	47,200
Funds Expended to Date		47,200
Remaining Budget		-
Budget Adjustment		31,000
Remaining After Adjustment	\$	31,000

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

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *gmb*

CC:

Date: August 12, 2016

Re: GTS, Inc. Material Testing Services for Construction of City Maintenance Facility

Staff recommends City Council approval for the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility located at SW 28th Street for an additional amount of \$31,000.00 with a total amount not to exceed \$78,200.00. Services include soil/subgrade testing, concrete/asphalt pavement testing, masonry, concrete and steel testing. The amendment should cover all remaining testing as all testing items have been reviewed by the design team, contractor, and City staff. As the project has progressed, more than expected soil density and proof roll testing was required with undercut areas and unforeseen buried materials. In addition, testing for the buildings has been increased. This item does require a budget adjustment.

Thank you for your consideration of this request.

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this 9th day of August 2016, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

Construction of a new Bentonville Maintenance Facility in Bentonville, Arkansas.

THIS AGREEMENT is to amend the following documents by increasing the estimated overall cost of materials testing on this project by \$31,000.

- GTS Proposal No. 15-CMIP-065 (a/k/a Scope of Services);
- GTS Laboratory and Field Unit Rate Sheets; and
- General Conditions for Construction Materials Testing and Special Inspection Services

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	_____
Print Name:	_____	David A. Berry, P.E.
Title:	_____	President
Company:	City of Bentonville	GTS, Inc
Address:	305 SW "A" Street	1915 N Shiloh Drive, Suite 1
	Bentonville, AR 72712	Fayetteville, Arkansas 72704
Date:	_____	8/9/2016



GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform

recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended

fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the

various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this

Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested

and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided

by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AMENDED
PROFESSIONAL SERVICES AGREEMENT WITH
GTS, INC. FOR MATERIAL TESTING SERVICES
ASSOCIATED WITH CONSTRUCTION OF THE
CITY MAINTENANCE FACILITY LOCATED ON SW
28TH STREET**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended professional services agreement with GTS, Inc. for material testing services associated with construction of the City Maintenance Facility for an increased amount of \$31,000.00, not to exceed a total amount of \$78,200.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests Council approval of a budget adjustment in the amount of \$31,000.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility.

One time amount

☐ Continuing O and M

COST TO CITY:

Cost of this Request:	\$31,000
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Additional Budget Amount	\$31,000
--------------------------	----------

Previously Budgeted	\$	47,200
Funds Expended to Date		47,200
Remaining Budget		-
Budget Adjustment		31,000
Remaining After Adjustment	\$	31,000

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

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



PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Municipal Services

Date of Request: August 23, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	Fund Balance	\$31,000.00		\$ 31,000.00
050-3510-431.71-10	Public Works Director - Land		\$31,000.00	\$ (31,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 31,000.00	\$ 31,000.00	\$ -

Justification:

This budget adjustment is needed to cover remaining material testing for the construction of the new City Maintenance Facility. See attached spreadsheet for detail of all accounts.

FOR ACTING USE ONLY

Council Action: ☒ Approved ☐ Disapproved ☐ Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Staff requests Council to waive the competitive bidding requirements for the emergency repair of the auxiliary motor on our 2009 International Vac-Con combination sewer truck. The auxiliary motor experienced a mechanical failure that caused the motor to stall after a short period of time. An oil analysis was performed and it was determined that the main bearings were failing and would require the motor to be replaced. We are requesting to waive competitive bidding since Hugg and Hall is a certified Duetz motor repair shop.

COST TO CITY:

Cost of this Request: \$25,848

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>8/23/2016</u>
Requested by:	<u>Preston Newbill</u>
Department:	<u>water</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>2009 Vac-Con combination sewer truck</u>
Year & Model:	<u>2009 International</u>
Serial #	<u></u>
To Be Purchased From:	<u>Hugg and Hall Equipment Co.</u>
	<u>331 Agnes Dr.</u>
	<u>Springdale, AR 72762</u>
Amount:	
Base Amount:	\$ <u>25,847.98</u>
Tax:	\$ <u>-</u>
*Other:	\$ <u>-</u>
TOTAL	\$ <u>25,847.98</u>
* List all other costs: shipping cost	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
The emergency repair of the auxillary motor on our 2009 International Vac-Con combination sewer truck. The auxiliary motor experienced a mechanical failure that caused the motor to stall after a short period of time. An oil analysis was performed and it was determined that the main bearings were failing and would require the motor to be replaced. We are requesting to waive competitive bidding since Hugg and Hall is a certified Duetz motor repair shop.	
_____ Department Head	_____ Director of Finance & Administration

Memo



Date: 8/23/2016
To: City Council, Mayor McCaslin
From: Preston Newbill
RE: Repair of a 2009 International Sewer Truck

Staff requests Council to waive the competitive bidding requirements for the emergency repair of the auxiliary motor on our 2009 International Vac-Con combination sewer truck. The auxiliary motor experienced a mechanical failure that caused the motor to stall after a short period of time. An oil analysis was performed and it was determined that the main bearings were failing and would require the motor to be replaced. We are requesting to waive competitive bidding since Hugg and Hall is a certified Duetz motor repair shop.

Thank you for your consideration of this request.

Account#	Order #	Brc	Sls
8004	3325722	300	931

P R E V I E W
I N V O I C E

Date	Invoice #	Page
08-15-16	00000000	1

Sold To: 000
CITY OF BENTONVILLE
117 W CENTRAL AVE

Ship To:
CITY OF BENTONVILLE
117 W CENTRAL AVE

BENTONVILLE AR 72712

BENTONVILLE AR 72712
Ship Via

Entered By tgraves	Customer Purchase Order		Customer Contact PRESTON		Ord Date 07-06-16
Model DEUTZ	Serial Number 10704756	Equip ID	Customer Job number D2012 10704756	Customer Phone # 479-271-3190	

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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Please visit our website at <http://www.huqghall.com>
Thank you

1	1	TCD2012L042VXE	REMAN TCD2012 D	16,717.75Ea		16,717.75
1	1	TCD2012L042VXEC	ENGINE CORE CHA	3,400.00Ea		3,400.00
2	2	15121163	15W40 GALLON	20.60PC		41.20
3	3	ZXRUI	ZEREX ORIGINAL	10.16Ea		30.48
1	1	1183574	SPIN-ON OIL F R	18.06Ea		18.06
1	1	4291642	FILTER CARTRIDG	130.35Ea		130.35
1	1	1182671	SPIN-ON FUEL FI	69.25Ea		69.25
		FREIGHT INBOUND ENGINE				450.00
		FREIGHT OUTBOUND CORE				450.00
		CUSTOMER LABOR				1,836.00
		MISC SUPPLIES				91.80
		RADIATOR CLEAN				225.00
		306204				
		CUSTOMER BROUGHT ENGINE TO SHOP FOR INSPECTION. FOUND ENGINE NEEDS REPLACED. ESTIMATE TO REMOVE ENGINE, REMOVE RADIATOR , HAVE RADIATOR CLEANED. INSTALL NEW ENGINE AND RADIATOR. FILL WITH FLUIDS.				

Total Invoice
Due By:

Continued

Account#	Order #	Brc	Sls
8004	3325722	300	931

P R E V I E W
I N V O I C E

Date	Invoice #	Page
08-15-16	00000000	2

Sold To: 000
CITY OF BENTONVILLE
117 W CENTRAL AVE

Ship To:
CITY OF BENTONVILLE
117 W CENTRAL AVE

BENTONVILLE

AR 72712

BENTONVILLE
Ship Via

AR 72712

Entered By tgraves	Customer Purchase Order		Customer Contact PRESTON		Ord Date 07-06-16
Model DEUTZ	Serial Number 10704756	Equip ID	Customer Job number D2012 10704756	Customer Phone # 479-271-3190	
Ord	Ship	B/O Part Number	Description	Unit Price	UM Extended

Please visit our website at <http://www.hugghall.com>
Thank you

NOTE: THIS ENGINE IS NON CANCEL, NON
RETURN. THERE IS A \$3400.00 CORE
CHARGE ON THIS TICKET. ONCE MFG
INSPECTS ENGINE AND IF THE ENGINE IS
RE BUILDABLE, A CREDIT WILL BE ISSUED
FROM 30-90 DAYS AFTER MANUFACTURER
RECEIVES ENGINE

Basic or XE would be:
The XE engine is a basic version of
the original specification. It
contains all correct internal
components as well as
the specific configuration for
emissions tier level, fan drives, hyd
pump drive capability, PTO
capability, etc.
Air cooled engines include cooling
blower and all sheet metal.
Integrated cooled oil and water
cooled engines are complete with all
blowers and engine coolers.
Electronic engines include all

Total Invoice
Due By:

Continued

Account#	Order #	Brc	Sls
8004	3325722	300	931

P R E V I E W
I N V O I C E

Date	Invoice #	Page
08-15-16	00000000	3

Sold To: 000
CITY OF BENTONVILLE
117 W CENTRAL AVE

Ship To:
CITY OF BENTONVILLE
117 W CENTRAL AVE

BENTONVILLE

AR 72712

BENTONVILLE
Ship Via

AR 72712

Entered By tgraves	Customer Purchase Order		Customer Contact PRESTON		Ord Date 07-06-16
Model DEUTZ	Serial Number 10704756	Equip ID	Customer Job number D2012 10704756	Customer Phone # 479-271-3190	

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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Please visit our website at <http://www.hugghall.com>
Thank you

necessary components including ECU.

IF ENGINE IS IN STOCK AT DEUTZ IT IS
TYPICALLY 12-15 WORKING DAYS LEAD
TIME.

MISCELLANEOUS SUPPLIES	91.80
Sub Total	23,551.69
TAX SALES TAX	2,296.29

Total Invoice
Due By: 25,847.98
/ /

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR EMERGENCY REPAIRS TO AN INTERNATIONAL VAC-CON TRUCK FOR THE WATER & SEWER DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for emergency repairs to a 2009 International Vac-Con combination sewer truck as set forth in the attached agenda item and Preview Invoice attached hereto as Exhibit A.

Section 2: Because these Hugg and Hall is the only certified company authorized to do work on the motor of this equipment, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request a budget adjustment in the amount of \$378,000. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and also replace seven (7) cameras. These Tahoes will replace seven (7) total 2010 Ford Crown Vics that are scheduled for replacement in the 2017 Budget. A local dealer (Superior in Siloam Springs) has 7 vehicles available that will meet our specifications and are police pursuit vehicle Tahoes (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2016 State Bid prices (approximately \$35,886 base, \$37,176 as equipped, per vehicle). The cost per vehicle reflected in this adjustment, at \$48,000, is \$3,000 above the 2015 budgeted amount per vehicle (\$45,000), which allows for an approximate \$37,000 vehicle cost and a \$11,000 equipment and set up cost and includes seven (7) car cameras (\$42,000). Considering an estimated cost increase next year of 4% for the vehicles only, the early purchase of these vehicles would represent a cost saving to the city of about \$10,460. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all-weather capable vehicles that still retain better handling and stopping characteristics. See attached memorandum.

COST TO CITY:

Cost of this Request: \$378,000

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





Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: August 23, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-74-20	Capital Vehicles		\$ 378,000.00	\$ (378,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 378,000.00	\$ (378,000.00)

Justification:

This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and remove the need for any replacement vehicle costs in the 2017 budget.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



BENTONVILLE POLICE



908 S.E. 14th Street
Bentonville, Arkansas 72712

MEMORANDUM

To: Mayor McCaslin
From: Chief Simpson
Date: August 15, 2016
Subject: Early Purchase of Replacement Vehicles

Seven 2010 Crown Victoria Police Interceptor patrol vehicles have been identified for replacement in the 2017 budget. One of these seven vehicles is currently not in service after being paid out by an insurance claim. A budget adjustment in the amount of \$378,000 will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes, and also outfit all seven (7) vehicles with our current dash cam system. This early purchase would fulfill our 2017 replacement vehicle needs and result in zero (0) replacement vehicles in our 2017 Budget.

A local dealer (Superior Automotive Group in Siloam Springs) has 7 Chevrolet Tahoes available that will meet our specifications. They are Police Pursuit Vehicle Tahoes (PPV's) with fully selectable 4 wheel drive (identical to the vehicles obtained by the City in July 2015 as the result of an early purchase budget adjustment). These 4WD PPV Tahoes are also identical in capability to the familiar 2WD police rated Tahoes, but have all weather capabilities. These vehicles, as described, can be



available to the City at 2016 State Bid prices (approximately \$35,886 base, \$37,176 as equipped, per vehicle).

The cost per vehicle reflected in this adjustment, at \$48,000 is \$3,000 above the 2015 budgeted amount per vehicle (\$45,000) which allows for an approximate \$37,000 vehicle cost and an \$11,000 equipment and set up cost. This amount also includes seven (7) car cameras (\$42,000).

The Bentonville Police Department has exclusively purchased Chevrolet Tahoes for patrol use since 2011. Certainly, there are less expensive options for police vehicles, but the Tahoe has a proven record of reliability and very low maintenance costs with our agency. The 2011 Tahoes we currently have in service are expected to have a life cycle of 8 years. This extended life cycle can be attributed to the design and build quality of these vehicles and also to the care and maintenance they are afforded as a result of our take home vehicle policy. The Tahoe platform also provides increased storage room, safety, and visibility to our officers, while maintaining a highly visible and professional law enforcement image to the public.

Finally, considering an estimated manufacturer's cost increase next year of 4% for the vehicles only, the early purchase of these vehicles would represent a total cost savings to the city of about \$10,460 as compared to vehicles that would ordinarily be purchased after January 1, 2017.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare one (1) no longer in service police department vehicle as surplus property. This vehicle, City of Bentonville Unit # 2010-65, a 2008 model Dodge Durango, VIN 1D4HB38N58F148266, was replaced in the 2015 budget. This Durango was previously used as a marked patrol car, assigned to the school resource officer program and is equipped with a lightbar, siren, console, gun rack and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Highfill Police Department with lightbar, siren, and other law enforcement specific equipment intact. The Highfill Police Department would use this police vehicle, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Transferring this vehicle also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides assistance to our neighboring city, Highfill. See also attached letter from City of Highfill Chief of Police, Blake Webb.

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





HIGHFILL POLICE DEPARTMENT

15036 W. Highway 12
(479) 736-1211 Fax: (479) 736-1216
Gentry, Arkansas 72734



CHIEF OF POLICE
GREGORY B. WEBB

SERGEANT
DARREN D. ROBERTSON

To Whom it may Concern,
City of Bentonville Council

For the past year, the Highfill Police Department has been operating a fleet of 4 primary patrol vehicles. Two of these vehicles have been in operation for over 8 years and have over 150,000 miles each. About a month ago our 2008 Dodge Charger left an on duty officer on the roadside, and has since been decommissioned as it is unable to be repaired.

Currently our city has experienced a budget decrease to the extent that it may not be possible to replace the patrol fleet as planned. Leaving us in a position that could jeopardize public safety and the safety of our officers. Currently our service area is quite large 38 square miles, a great majority is made up of rural unpaved roadways.

Through our connections made at the Benton County Chiefs monthly meetings, I was able to reach out to Chief Simpson, in regards to the possibility of acquiring any patrol vehicles that may not be of use to the Bentonville Police Department, but could provide our department with something we could use to stabilize our current crisis.

I am writing this letter of interest in the possibility of transferring a 2008 Dodge Durango for use as a law enforcement patrol vehicle. If this equipment was transferred to the City of Highfill Police Department. The vehicle would provide us with a reliable Patrol vehicle, and would be used for normal law enforcement operations. This would provide us with something we could put into service quickly due to the light bar siren and other essential components that are already on the unit and in good working order. The unit would allow our officers to have something reliable and safe for their daily duties.

On behalf of the Highfill Police Department and the City of Highfill, we greatly appreciate your consideration in this matter and look forward to working closely with Chief Simpson and the Bentonville Police Department. Chief Simpson's excellence in leadership, and willingness to serve others reaches far beyond the city limits of Bentonville.

Sincerely

Chief Gregory "Blake" Webb

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 22, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 23, 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: August 9, 2016
Presentation of "Good Samaritan" Award to Dan Cervantes**

AGENDA

1. Presentation by Mark Hayes, General Counsel for Arkansas Municipal League.
(Tuesday night only)
2. Planning:
- 2a. **Lot Split: Lot 17 Block H Orchard's Addition, Rita Gail & Michael David Smith, 407 Southeast 'C' Street, Zoned R-1.**

The planning commission voted 6-0 recommending approval.

The applicant has submitted a lot split for property located at 407 Southeast 'C' Street in a R-1, Single Family Residential zoning district. The plat as provided by the applicant indicates the creation of one new lot that will be known as Lot 17 (0.23 acres), Block H of Orchards Addition. Five feet of additional right-of-way is being dedicated along Southeast 'C' Street per the current master street plan. Public water and sewer access is available along Southeast 'C' Street.

- 2b. **Rezoning: Lamplighter Restoration LLC, (West) Southeast 'D' Street and Southeast 6th Street, 511 SE D Street, Rezoning from R-3 Medium Density to R-C2, Central Residential-Moderate Density.**

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The R-C2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The area is appropriate for a transitional zone between single family residential and higher density residential or commercial and industrial zones. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2c. **Rezoning: Lamplighter Restoration LLC, (East) Southeast 'D' Street and Southeast 6th Street, 511 SE 'D' Street, Rezoning from R-3 Medium Density Residential to R-C2, Central Residential Moderate Density.**

The planning commission voted 6-0 recommending approval.

The intent of the R-C2 zoning designation is to allow for the redevelopment within the downtown area. The RC-2 district allows for a variety of housing types and lifestyles while encouraging traditional design. The R-C2 designation is appropriate for this location and is consistent with all land use principles and policies. The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential.

- 2d. **Land Use Map Amendment: Aurora Partners LLC, South Morningstar Road, Agriculture to Low Density Residential.**

The planning commission voted 6-0 recommending approval.

The proposed land use map amendment is located where two proposed arterial streets intersect. The proposed subdivision is located within the city's planning boundary. Public utilities will be extended with the development. As public utilities are extended the land use and residential densities should be adjusted to utilize the existing utility infrastructure.

3. Approval of an ordinance repealing and replacing Title 14, Zoning Code, Article 801 Signs and Billboards and adopting Article 802 Signs on City Property and Public Right-of-Way.
- 4a. Requesting Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sungard for the implementation of TRAKiT Software in the amount of \$307,680.00. TRAKiT Land Management Software is tightly linked with a GIS-centric data base and will automate permitting, manage inspections, regulate land uses, track projects, and offer payment processing. Additional cost associated with this contract is travel and lodging expenses in an amount estimated at \$20,000.00. See attached memo and supporting documents.
- 4b. Requesting Council approval of a budget adjustment in the amount of \$477,680.00 for implementation of TRAKiT Land Management Software. This includes \$307,680.00 for software, \$20,000.00 for associated travel and lodging expenses, and \$150,000.00 for necessary hardware.

5. Approval of the installation of a two-day temporary piece of artwork, titled "Truth Booth" by artist Hank Willis Thomas and the Cause Collective, on public property located at Lawrence Plaza. The fee, installation, maintenance and removal of the artwork is funded by Crystal Bridges Museum of American Art and Visit Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0.
6. Approval of the installation of a permanent piece of artwork, titled "Triumph" by artist Hunter Brown, on public property located at the roundabout at the intersection of SW F Street and SW Ranch Road. The purchase, installation and maintenance of the artwork are funded by Keith Richardson Development of the Pointe at Bentonville. The Public Art Advisory Committee recommended approval on August 9, 2016 by a vote of 3-0.
7. Council approval of a resolution authorizing the Mayor and Clerk to enter into Supplemental Agreement #4 for professional services with Burns & McDonnell Engineering for additional services and scope of work for Title 1 services (\$239,173.29) and Title 2 services (\$554,918.62) on the 8th Street Improvements Project for a total of \$794,091.91. See attached memo and supporting contract documents. This supplemental agreement has been reviewed and approved by the AHTD and FHWA.
8. Award Bid #16-30 to Dean Crowder Construction in the amount of \$1,718,652.45 for relocation of water and sewer services on the 8th Street project (AHTD #090376). See attached memo, letter of recommendation to award bid, engineers estimate, and bid tabulation.
9. Staff recommends Mayor and City Council approve the change order to the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$376,950.00.
10. Recommend Mayor and City Council award bid #16-28 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$76,087.50.
11. Fire Department Staff recommends a budget adjustment in the amount of \$8,195.00 to purchase hazardous material monitoring equipment.
12. Fire Department Staff recommends increasing ambulance charges. The last increase in ambulance charges was 2009. This proposed increase will help offset the increase in personnel cost, cost of ambulances, and equipment experienced since 2009.
13. Fire Department Staff recommends Council approve a resolution adopting the Benton County Mitigation Plan. Executive Summary is attached. Full plan is available through Fire Chief or City Hall.
14. A resolution for the Mayor and City Clerk to assign an airport ground lease from Newhouse Properties, LLC to 6F Aviation. Said lease is known as Suite #3 2501 SW "I" Street.

15. A resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with WTS Aviation, LLC for a hangar at 2250 SW Aviation Street, Bentonville Municipal Airport.
16. Reappoint Mr. Chris Faulhaber to the Airport Advisory Board for a three year term that expires on September 30, 2019.
- 17a. Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with GTS, Inc. for material testing services for the construction of the City Maintenance Facility site work located on SW 28th Street for an additional amount of \$31,000.00 not to exceed a total of \$78,200.00. Services include soils/subgrade testing, concrete/asphalt pavement testing, masonry, steel observation/testing.
- 17b. Staff requests Council approval of a budget adjustment in the amount of \$31,000.00 to cover costs for additional/remaining material testing for construction of the new City Maintenance Facility.
18. Staff requests Council to waive the competitive bidding requirements for the emergency repair of the auxiliary motor on our 2009 International Vac-Con combination sewer truck. The auxiliary motor experienced a mechanical failure that caused the motor to stall after a short period of time. An oil analysis was performed and it was determined that the main bearings were failing and would require the motor to be replaced. We are requesting to waive competitive bidding since Hugg and Hall is a certified Duetz motor repair shop.
19. Request a budget adjustment in the amount of \$378,000. This amount will purchase, equip, and provide set up for seven (7) 2016 Chevrolet Tahoes and also replace seven (7) cameras. These Tahoes will replace seven (7) total 2010 Ford Crown Vics that are scheduled for replacement in the 2017 Budget. A local dealer (Superior in Siloam Springs) has 7 vehicles available that will meet our specifications and are police pursuit vehicle Tahoes (PPV) with fully selectable 4 wheel drive. These 4WD PPV Tahoes are identical in capability to our present 2WD Tahoes but have all weather capabilities and can be available to the City at 2016 State Bid prices (approximately \$35,886 base, \$37,176 as equipped, per vehicle). The cost per vehicle reflected in this adjustment, at \$48,000, is \$3,000 above the 2015 budgeted amount per vehicle (\$45,000), which allows for an approximate \$37,000 vehicle cost and a \$11,000 equipment and set up cost and includes seven (7) car cameras (\$42,000). Considering an estimated cost increase next year of 4% for the vehicles only, the early purchase of these vehicles would represent a cost saving to the city of about \$10,460. Additionally, due to the upgrade to 4 wheel drive vehicles with speed rated capabilities, this purchase would also increase the safety and capabilities of our police department with more all-weather capable vehicles that still retain better handling and stopping characteristics. See attached memorandum.
20. This is a request to declare one (1) no longer in service police department vehicle as surplus property. This vehicle, City of Bentonville Unit # 2010-65, a 2008 model Dodge Durango, VIN 1D4HB38N58F148266, was replaced in the

2015 budget. This Durango was previously used as a marked patrol car, assigned to the school resource officer program and is equipped with a lightbar, siren, console, gun rack and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Highfill Police Department with lightbar, siren, and other law enforcement specific equipment intact. The Highfill Police Department would use this police vehicle, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Transferring this vehicle also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides assistance to our neighboring city, Highfill. See also attached letter from City of Highfill Chief of Police, Blake Webb.