

1. Agenda

Documents:

[OCTOBER 25, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[OCTOBER 25, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, October 25, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, October 25, 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: October 13, 2016**

AGENDA

1. Proclamation celebrating Bentonville Public Library's ten year anniversary at 405 South Main Street. **(Pages 4-5)**
2. Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer. **(Pages 6-15)**
3. Planning:
 - 3a. **Lot Split: Lots 44 & 45 Fountain Plaza Subdivision – Dynamic Development, Inc.**
(Pages 17-20)
The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 44 (3.33 acres) and Lot 45 (2.63 acres) of Fountain Plaza Subdivision. Sufficient right-of-way exists along Southeast Plaza Avenue and Southeast Rainbow Road.
 - 3b. **Property Line Adjustment: Lot 208 Bentonville Original Subdivision - Church of the Nazarene - 220 Northwest 'A' Street.**
(Pages 21-24)
The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from all or portions of four existing lots. The new lot will be known as Lot 208 (2.41 acres) of Bentonville Original Subdivision. Additional right-of-way will be dedicated along Northwest 'A' Street and North Main Street per the current Master Street Plan.

- 3c. **Property Line Adjustment: Lots 2 & 3 Mattingly Addition – Josh, Patricia and Jennifer Mattingly – 2900 & 2902 Northwest 3rd Street.**
(Pages 25-28)
The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create two new lots from one existing lot and one un-platted piece of section land that will be known as Lot 2 (1.06 acres) and Lot 3 (0.44 acres) of Mattingly Addition. Additional right-of-way will be dedicated along Northwest 3rd Street per the current Master Street Plan.

4. A public hearing and ordinance for the detachment of certain territory from the City of Bentonville, Arkansas and making same a part of the City of Little Flock, Arkansas. (Saddle Lake Investment Inc.) This item requires a public hearing. (ACA 14-40-2101.) An ordinance has been accepted by the City of Little Flock accepting the annexation of said property. (attached) (Pages 29-36)
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$5,200.00 to leverage city funds to purchase a total of 400 trees for the fall tree giveaway to be held on Saturday, October 22, 2016. An electronic payment was made to the city on September 29, 2016 and received on September 30, 2016. (Pages 37-38)
6. The Public Art Advisory Committee is seeking approval of three pieces of artwork by students from Bentonville West High School to be installed in three tunnels along the Bentonville trail system. (Pages 39-41)
7. The Public Art Advisory Committee is seeking approval of professional artwork to be installed in the tunnel located on the North Bentonville Trail at NW A Street. The artwork is titled "Hello" by Kenneth Siemens. This project is funded by Visit Bentonville. (Pages 42-44)
8. The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's north and south gateways on the Razorback Greenway and waiving the requirement of competitive bidding. The cost for each tower is \$11,480.00, a total cost of \$22,960.00. The Public Art Advisory Committee has budgeted \$20,000.00 for public art in 2016. The remaining \$2,960.00 will be paid for out of the Parks Budget. The PAAC will be seeking donations for costs associated with delivery and installation, estimated at \$2,820.00. (Pages 45-52)
9. Award Bid #16-33 to Tri Star Contractors, LLC in the amount of \$2,639,232.75 for relocation of water and sewer services on the 8th Street project (AHTD

#090377). See attached memo, letter of recommendation to award bid, agreement, and bid tabulation. **(Pages 53-67)**

10. Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2008 Ford F550 DRW vehicle used daily for plant and lift station pump and motor removal and maintenance. The truck was taken to McLarty Daniel Ford, the nearest certified Ford service garage where it was determined that motor replacement is the most economical option. **(Pages 68-73)**
11. Award Competitive Formal Bid #16-37 to the lowest bidder for the purchase of specific items of police vehicle equipment to be used to outfit seven (7) 2016 Chevrolet Tahoe that were recently purchased. Fleet Safety of North Little Rock provided the lowest bid on items numbering 1-7 and Jotto Desk of Rogers provided the low bid for items numbering 8-18. See attached breakdown for item description, quantity, and cost. **(Pages 74-76)**
12. City Council approval of a resolution to enter into a Memorandum of Understanding (MOU) with Watershed Conservation Resource Center (WCRC) for data collection, design services and project management for the Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas for a sum not to exceed \$372,150.00. **(Pages 77-119)**
13. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services contract with Garver, LLC to perform services for the Municipal Airport. This is a master agreement for airport consulting services. Individual tasks/projects will be handled with separate work orders. Contract term is 3 years eligible for two 1-year extensions. The Airport Advisory Board unanimously recommended this consultant and agreement for approval by City Council. **(Pages 120-143)**
14. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC to provide services to prepare a West Side Taxiway Construction Design for the Bentonville Municipal Airport in an amount not to exceed \$193,500.00. Services shall be in accordance with provisions of the Master Agreement. This contract will be funded by an FAA AIP Grant (Grant accepted under Resolution 9-13-16B). **(Pages 144-156)**
15. City Council approval of final closeout change order, in the amount of \$657.00, to Modern Fence to add a keyed entry to a security gate at the Bentonville Community Center. **(Pages 157-158)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Proclamation celebrating Bentonville Public Library's ten year anniversary at 405 South Main Street.

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



PROCLAMATION

- WHEREAS:** Bentonville Public Library was established and incorporated as a Bentonville City Library in 1934; and
- WHEREAS:** The library outgrew four locations prior to 1979 when the first floor of the historic Massey Hotel was renovated to house Bentonville Public Library and served as the library's home for nearly 27 years; and
- WHEREAS:** The Bentonville Library Foundation formed in 2003 and successfully raised \$7 Million in private funds to construct a new facility; and
- WHEREAS:** The City of Bentonville partnered with the campaign by contributing \$2 Million in support of the library; and
- WHEREAS:** Bentonville Public Library opened its doors at 405 South Main Street on October 30, 2006; and
- WHEREAS:** The library is a vibrant destination in downtown Bentonville offering innovative and responsive services to our growing community; and
- WHEREAS:** Since 2006, Bentonville Public Library has recorded 2.7 million visits, the collection has more than doubled to 133,215 items that and have circulated over 4.8 million times; and
- WHEREAS:** In recent years, Bentonville Public Library began three key initiatives expanding its reach into the community: BPL at the Community Center, BPL Tech Cards and Bentonville's Youth Literature Festival; and
- WHEREAS:** The staff at Bentonville Public Library firmly believe that libraries empower individuals, strengthen families and build communities; and
- WHEREAS:** Sustained support from our community, patrons and stakeholders through contributions of funding, volunteerism, advocacy and other resources are vitally important to Bentonville Public Library's continuing success; and
- WHEREAS:** The mission of the Bentonville Public Library is to engage our community, encourage discovery and promote literacy by offering lifelong learning opportunities.

NOW, THEREFORE, I Bob McCaslin, Mayor of the City of Bentonville congratulate the library on its ten year anniversary and acknowledge the Bentonville Public Library's valuable impact on our citizens' quality of life.

Given this 25th day of October, 2016, in Bentonville, in the great State of Arkansas, in the United States of America.

Bob McCaslin, Mayor
City of Bentonville





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE



OZARK REGIONAL TRANSIT

Operating Statistics

September 2016

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FIXED ROUTE								
Cash Fares	3,513	4,106	-593	-14.4%	29,749	31,360	-1,611	-5.1%
NWACC Free	5,459	6,458	-999	-15.5%	30,674	32,460	-1,786	-5.5%
ORT Pass	12,556	12,751	-195	-1.5%	104,371	94,686	9,685	10.2%
Children Free	580	474	106	22.4%	3,662	3,212	450	14.0%
Transfers	2,036	2,694	-658	-24.4%	17,198	21,756	-4,558	-21.0%
Free Fare (Georges - 1,576; Kids - 140)	2,203	2,215	-12	-0.5%	31,289	25,141	6,148	24.5%
Spring International	109	39	70	179.5%	397	1,310	-913	-69.7%
Total Passengers	26,456	28,737	-2,281	-7.9%	217,340	209,925	7,415	3.5%
Daily Passengers	1,260	1,368	-109	-7.9%	1,132	1,117	15	1.4%
ADA Complementary Paratransit	1,331	1,236	95	7.7%	11,940	11,136	804	7.2%
Bike Passengers	835	522	313	60.0%	6,127	4,176	1,951	46.7%
Revenue Hours	4,168	4,556	-388	-8.5%	38,084	36,850	1,234	3.3%
Service Hours	4,427	4,828	-401	-8.3%	40,404	39,213	1,191	3.0%
Revenue Miles	73,631	79,659	-6,028	-7.6%	664,884	629,570	35,314	5.6%
Service Miles	79,444	85,802	-6,358	-7.4%	717,131	682,411	34,720	5.1%
PARATRANSIT								
Cash Fares	286	646	-360	-55.7%	4,485	6,055	-1,570	-25.9%
ORT Pass	2,283	1,832	451	24.6%	19,078	16,431	2,647	16.1%
Free Fare	2	0	2	100.0%	27	16	11	68.8%
Total Passengers	2,571	2,478	93	3.8%	23,590	22,502	1,088	4.8%
Daily Passengers	122	118	4	3.8%	123	120	3	2.7%
Revenue Hours	1,585	1,657	-72	-4.3%	15,187	14,018	1,169	8.3%
Service Hours	1,807	1,886	-79	-4.2%	17,280	15,835	1,445	9.1%
Revenue Miles	25,539	24,638	901	3.7%	233,872	220,705	13,167	6.0%
Service Miles	29,866	28,757	1,109	3.9%	273,532	254,822	18,710	7.3%
TOTAL								
Paratransit/Fixed Route Passengers	29,027	31,215	-2,188	-7.0%	240,930	232,427	8,503	3.7%
Daily PT/FR Passengers	1,382	1,486	-104	-7.0%	1,255	1,236	19	1.5%
Charter/Shuttle Passengers	4,300	4,153	147	3.5%	6,742	6,361	381	6.0%
Total Passengers	33,327	35,368	-2,041	-5.8%	247,672	238,788	8,884	3.7%

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	21	21	0	0.0%	192	188	4	2.1%
Saturdays	0	0	0	0.0%	0	0	0	0.0%
Sundays	0	0	0	0.0%	0	0	0	0.0%
Total	21	21	0	0.0%	192	188	4	2.1%
Revenue Vehicles	31	35	-4	-11.4%				
Non-Revenue Vehicles	7	7	0	0.0%				
Total Vehicles	38	42	-4	-9.5%				
Total Miles (All Vehicles)	118,991	127,795	-8,804	-6.9%	1,063,196	1,016,471	46,725	4.6%
Diesel Fuel Consumed	4,977	6,090	-1,113	-18.3%	43,552	50,220	-6,668	-13.3%
Gas Consumed	6,669	5,825	844	14.5%	60,427	55,859	4,568	8.2%
CNG Consumed	1,802	2,298	-496	-21.6%	16,060	8,206	7,854	95.7%
Miles Per Gallon	8.8	9.0	-0.1	-1.6%	8.9	8.9	0.0	-0.4%
Road calls	11	3	8		51	29	22	75.9%
Accidents	1	1	0		11	12	-1	-8.3%
Operations (Full Time Equivalent)	51	52	-1	-1.9%				
Maintenance	9	8	1	12.5%				
Administration	8	7	1	14.3%				
Total	68	67	1	1.5%				

Notes:

Razorback Transfers - 60

Route Summary - September 2016

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
1	21	156.3	3,282	13.5	282.5	180.5	3,789.8	14.5	303.5	200.7	4,214.0
2	21	93.5	1,964	13.5	283.5	208.3	4,374.8	14.5	304.5	228.5	4,799.0
3	21	48.9	1,027	12.5	261.5	161.6	3,394.6	13.0	272.0	172.0	3,613.0
4	21	173.7	3,648	13.1	274.9	174.6	3,666.6	13.6	285.4	185.0	3,885.0
11	21	78.0	1,637	12.0	252.0	164.4	3,452.6	13.3	280.0	194.8	4,091.0
51	21	97.3	2,044	11.9	250.0	177.6	3,730.6	13.2	278.0	208.0	4,369.0
52	21	62.4	1,310	11.9	250.0	210.8	4,426.6	13.2	278.0	241.2	5,065.0
61	21	105.7	2,220	12.7	266.8	195.4	4,103.6	13.2	277.3	205.8	4,322.0
62	21	85.4	1,793	13.7	288.3	176.3	3,702.0	14.2	298.8	182.3	3,828.0
63	21	33.4	701	14.0	294.0	234.1	4,917.0	14.0	294.0	234.1	4,917.0
64	21	23.5	493	13.9	291.0	206.8	4,343.0	14.2	298.0	212.8	4,469.0
65	21	45.2	950	14.3	299.3	245.8	5,162.0	14.6	306.3	251.8	5,288.0
490-1	21	130.1	2,733	14.3	299.5	453.6	9,526.0	15.6	327.5	480.6	10,093.0
490-2	21	110.1	2,312	12.4	259.7	384.7	8,078.0	13.7	287.7	411.7	8,645.0
620	21	16.3	342	15.0	315.0	331.6	6,964.0	16.0	336.0	373.6	7,846.0
Total		1,259.8	26,456	198.5	4,168.0	3,506.2	73,631.2	210.8	4,427.0	3,783.0	79,444.0

Paratransit - Weekdays

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR1	21	13.8	290	8.8	184.7	182.6	3,835.0	10.0	210.5	207.9	4,365.0
DR2 CC	21	10.5	221	7.2	150.7	41.3	867.0	7.8	164.0	50.8	1,067.0
DR3	13	3.5	45	1.9	24.8	50.8	661.0	2.5	33.1	64.2	834.0
DR4	11	2.3	25	1.1	12.3	17.5	192.0	2.1	22.9	30.4	334.0
DR5	1	3.0	3	0.7	0.7	12.0	12.0	1.1	1.1	27.0	27.0
PT1	21	16.5	347	9.9	207.4	177.8	3,734.0	11.0	232.0	195.7	4,110.0
PT2	21	14.0	294	8.7	183.4	130.6	2,743.0	9.8	206.5	153.1	3,215.0
PT3	21	15.3	321	8.3	173.9	152.7	3,206.0	8.9	187.9	174.7	3,668.0
PT4	21	14.8	311	9.1	190.9	130.8	2,747.0	10.6	222.2	157.9	3,316.0
PT5	21	14.0	293	8.3	174.1	154.3	3,241.0	9.1	190.7	168.3	3,535.0
PT6	21	11.2	236	7.9	166.2	110.0	2,309.0	9.7	204.6	146.9	3,085.0
PT7	21	8.8	185	5.5	116.1	94.9	1,992.0	6.3	131.6	110.0	2,310.0
Total		127.7	2,571	77.4	1,585.1	1,255.3	25,539.0	89.1	1,807.2	1,486.8	29,866.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	127.7	2,571.0	77.4	1,585.1	1,255.3	25,539.0	89.1	1,807.2	1,486.8	29,866.0
Fixed Route	1,259.8	26,456.0	198.5	4,168.0	3,506.2	73,631.2	210.8	4,427.0	3,783.0	79,444.0
Grand Total		29,027.0		5,753.0		99,170.2		6,234.1		109,310.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express

Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

Route Summary - September 2016

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
1	21	156.3	3,282	11.6	0.9	2.9	60	3.5	73
2	21	93.5	1,964	6.9	0.4	1.9	40	2.1	45
3	21	48.9	1,027	3.9	0.3	0.2	5	0.6	12
4	21	173.7	3,648	13.3	1.0	0.7	14	10.4	218
11	21	78.0	1,637	6.5	0.5	2.7	56	4.0	84
51	21	97.3	2,044	8.2	0.5	0.2	4	2.7	56
52	21	62.4	1,310	5.2	0.3	0.0	0	4.0	85
61	21	105.7	2,220	8.3	0.5	0.7	14	2.4	50
62	21	85.4	1,793	6.2	0.5	1.0	22	1.1	24
63	21	33.4	701	2.4	0.1	0.0	1	0.1	3
64	21	23.5	493	1.7	0.1	0.1	2	0.4	9
65	21	45.2	950	3.2	0.2	0.0	0	0.2	4
490-1	21	130.1	2,733	9.1	0.3	0.1	2	3.3	70
490-2	21	110.1	2,312	8.9	0.3	0.0	0	3.7	77
620	21	16.3	342	1.1	0.0	0.0	0	1.2	25
		1,259.8	26,456	96.6	6.0	10.5	220	39.8	835

Paratransit - Weekdays

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR1	21	13.8	290	1.6	0.1	0.0	1
DR2 CC	21	10.5	221	1.5	0.3	0.5	10
DR3	13	3.5	45	1.8	0.1	0.5	6
DR4	11	2.3	25	2.0	0.1	0.2	2
DR5	1	3.0	3	4.6	0.3	0.0	
PT1	21	16.5	347	1.7	0.1	7.0	146
PT2	21	14.0	294	1.6	0.1	3.4	72
PT3	21	15.3	321	1.8	0.1	4.8	100
PT4	21	14.8	311	1.6	0.1	4.2	89
PT5	21	14.0	293	1.7	0.1	6.3	132
PT6	21	11.2	236	1.4	0.1	1.3	27
PT7	21	8.8	185	1.6	0.1	3.5	73
		127.7	2,571	23.0	1.5	31.6	658

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	127.7	2,571	23.0	1.5	31.6	658	0.0	0
Fixed Route	1,259.8	26,456	96.6	6.0	10.5	220	39.8	835
Grand Total		29,027.0				878.0		835.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express

Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

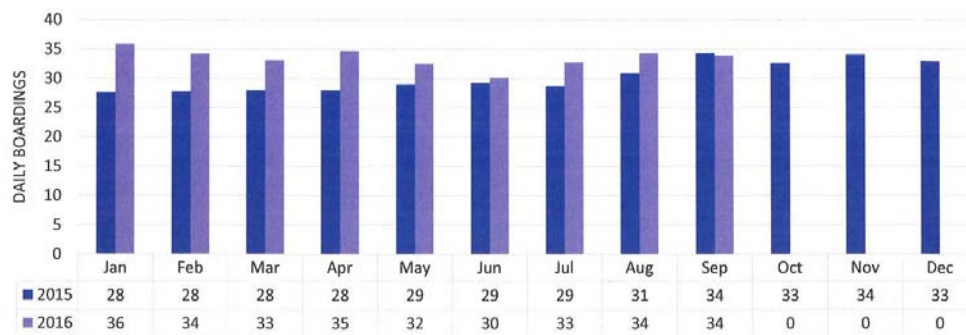
Key Performance Indicators - City of Fayetteville

	TOTAL SYSTEM: Jan - Sep			FAYETTEVILLE: Jan - Sep			
	CY 15	CY 16	% Change	CY 15	CY 16	% Change	% of Total
Days of Op	188	192		188	192		
Fixed Route	209,925	217,340	4%	92,943	98,205	6%	45%
Paratransit	22,502	23,590	5%	5,508	6,425	17%	27%
Total	232,427	240,930	4%	98,451	104,630	6%	43%

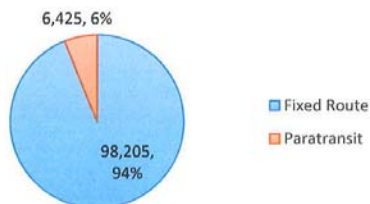
Fixed Route Passengers



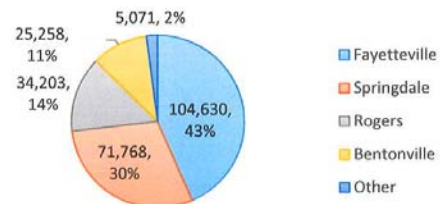
Paratransit Passengers



Fayetteville Service: Jan - Sep



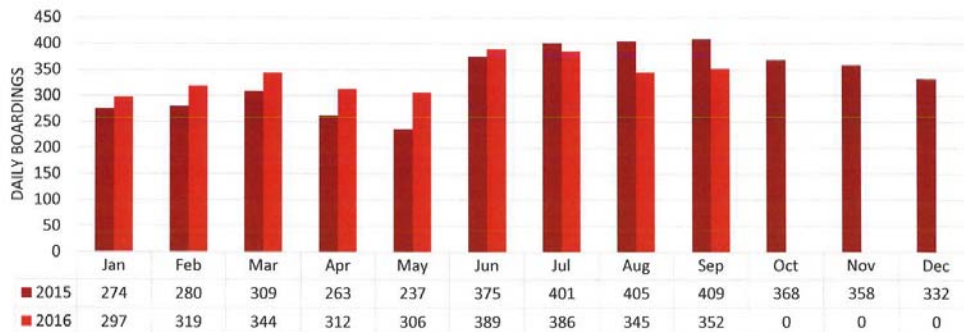
Total Ridership: Jan - Sep



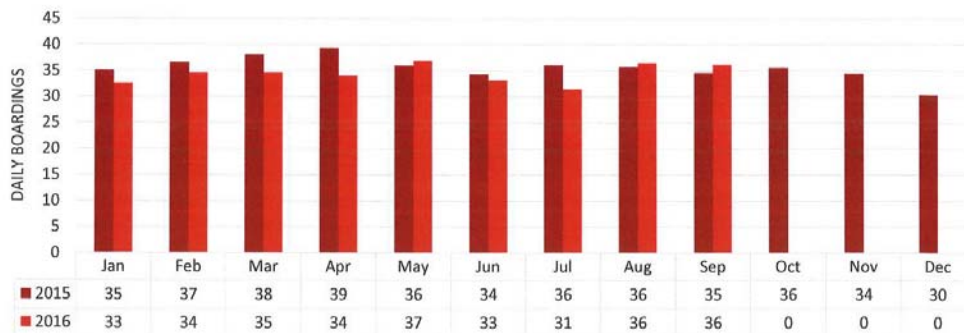
Key Performance Indicators - City of Springdale

	TOTAL SYSTEM: Jan - Sep			SPRINGDALE: Jan - Sep			
	CY 15	CY 16	% Change	CY 15	CY 16	% Change	% of Total
Days of Op	188	192		188	192		
Fixed Route	209,925	217,340	4%	61,958	65,155	5%	30%
Paratransit	22,502	23,590	5%	6,798	6,613	-3%	28%
Total	232,427	240,930	4%	68,756	71,768	4%	30%

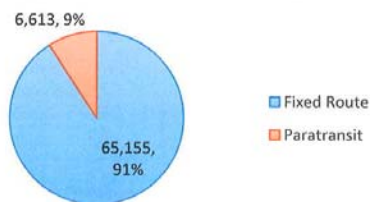
Fixed Route Passengers



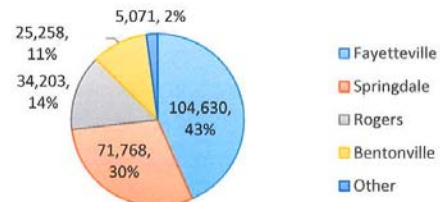
Paratransit Passengers



Springdale Service: Jan - Sep



Total Ridership: Jan - Sep



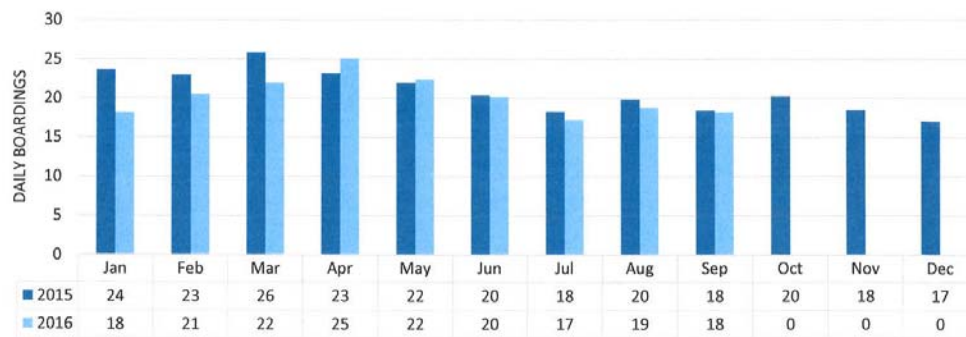
Key Performance Indicators - City of Rogers

	TOTAL SYSTEM: Jan - Sep			ROGERS: Jan - Sep			
	CY 15	CY 16	% Change	CY 15	CY 16	% Change	% of Total
Days of Op	188	192		188	192		
Fixed Route	209,925	217,340	4%	30,980	30,300	-2%	14%
Paratransit	22,502	23,590	5%	4,051	3,903	-4%	17%
Total	232,427	240,930	4%	35,031	34,203	-2%	14%

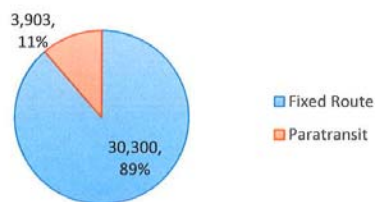
Fixed Route Passengers



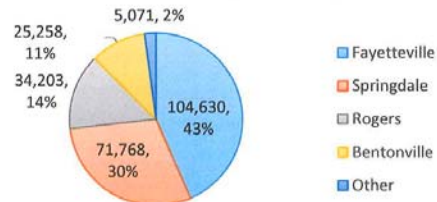
Paratransit Passengers



Rogers Service: Jan - Sep



Total Ridership: Jan - Sep



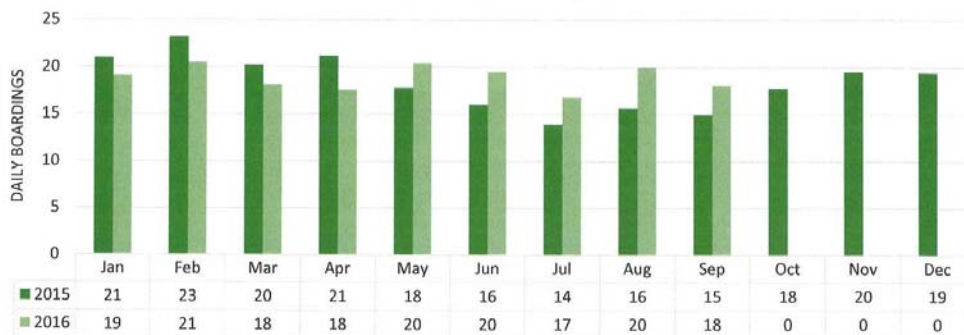
Key Performance Indicators - City of Bentonville

	TOTAL SYSTEM: Jan - Sep			BENTONVILLE: Jan - Sep			
	CY 15	CY 16	% Change	CY 15	CY 16	% Change	% of Total
Days of Op	188	192		188	192		
Fixed Route	209,925	217,340	4%	22,193	21,623	-3%	10%
Paratransit	22,502	23,590	5%	3,409	3,635	7%	15%
Total	232,427	240,930	4%	25,602	25,258	-1%	10%

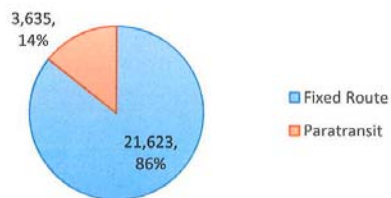
Fixed Route Passengers



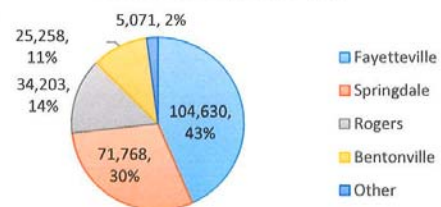
Paratransit Passengers



Bentonville Service: Jan - Sep



Total Ridership: Jan - Sep



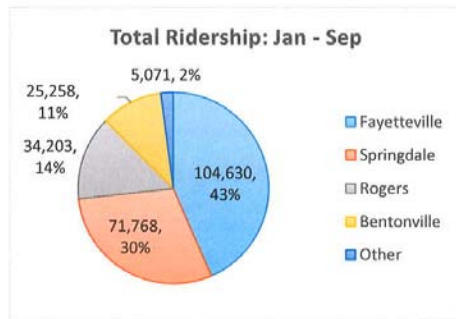
Key Performance Indicators - Other Cities / Areas

	TOTAL SYSTEM: Jan - Sep			Other Cities / Areas: Jan - Sep			
	CY 15	CY 16	% Change	CY 15	CY 16	% Change	% of Total
Days of Op	188	192		188	192		
Fixed Route	209,925	217,340	4%	1,851	2,057	11%	1%
Paratransit	22,502	23,590	5%	2,736	3,014	10%	13%
Total	232,427	240,930	4%	4,587	5,071	11%	2%

Route 620

January - September

City	2015		2016	
	Pickups	Dropoffs	Pickups	Dropoffs
West Fork	256	206	449	256
Greenland	165	138	192	112
Farmington	404	235	187	203
Prairie Grove	220	256	289	397
Lincoln	354	314	434	382
Fayetteville (Lot 56)	918	1,168	1,114	1,315
Total	2,317	2,317	2,665	2,665



Social Media Statistics

Month	Website Visits / Day	Facebook Likes	Twitter Followers	Instagram Followers
Jan 2016	90	566	870	10
Feb 2016	99	572	887	29
Mar 2016	125	592	898	35
Apr 2016	149	613	909	40
May 2016	143	621	915	58
Jun 2016	159	631	923	67
Jul 2016	168	653	932	73
Aug 2016	178	664	939	73
Sep 2016	195	670	941	81

Passenger Boardings by City: January - September 2016

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2015	2016	2015	2016	2015	2016	2015	2016
Benton County								
Avoca	2	0	0	0	0	0	2	0
Bella Vista	59	46	0	0	0	0	59	46
Benton County	11	30	0	0	0	0	11	30
Bentonville	1,588	1,295	1,821	2,340	22,193	21,623	25,602	25,258
Cave Springs	0	2	0	0	0	0	0	2
Centerston	111	367	0	0	0	0	111	367
Garfield	1	0	0	0	0	0	1	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	8	0	0	0	0	0	8	0
Lowell	175	183	0	0	0	0	175	183
Pea Ridge	102	21	0	0	0	0	102	21
Rogers	1,622	1,723	2,429	2,180	30,980	30,300	35,031	34,203
Siloam Springs	0	0	0	0	0	0	0	0
Total	3,679	3,667	4,250	4,520	53,173	51,923	61,102	60,110

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2015	2016	2015	2016	2015	2016	2015	2016
Washington County								
Elkins	27	0	0	0	0	0	27	0
Farmington	34	2	36	46	404	187	474	235
Fayetteville	2,296	2,706	3,212	3,719	92,943	98,205	98,451	104,630
Goshen	7	1	0	0	0	0	7	1
Greenland	51	37	1	0	165	192	217	229
Johnson	9	4	2	6	452	506	463	516
Lincoln	0	1	0	72	354	434	354	507
Prairie Grove	9	119	2	12	220	289	231	420
Springdale	3,205	3,048	3,593	3,565	61,958	65,155	68,756	71,768
Washington County	31	52	0	0	0	0	31	52
West Fork	2	2	1	0	256	449	259	451
Total	5,671	5,972	6,847	7,420	156,752	165,417	169,270	178,809

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2015	2016	2015	2016	2015	2016	2015	2016
Carroll County								
Berryville	1,630	1,646	0	0	0	0	1,630	1,646
Carroll County	231	221	0	0	0	0	231	221
Eureka Springs	12	10	0	0	0	0	12	10
Green Forest	4	4	0	0	0	0	4	4
Total	1,877	1,881	0	0	0	0	1,877	1,881

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2015	2016	2015	2016	2015	2016	2015	2016
Madison County								
Huntsville	106	8	0	0	0	0	106	8
Madison County	72	122	0	0	0	0	72	122
Total	178	130	0	0	0	0	178	130

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2015	2016	2015	2016	2015	2016	2015	2016
Grand Total	11,405	11,650	11,097	11,940	209,925	217,340	232,427	240,930



City Council Agenda Items
For City Council meeting of October 25, 2016
From the October 18, 2016 Planning Commission meeting

Lot Split: Lots 44 & 45 Fountain Plaza Subdivision – Dynamic Development, Inc.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 44 (3.33 acres) and Lot 45 (2.63 acres) of Fountain Plaza Subdivision. Sufficient right-of-way exists along Southeast Plaza Avenue and Southeast Rainbow Road.

Property Line Adjustment: Lot 208 Bentonville Original Subdivision - Church of the Nazarene - 220 Northwest 'A' Street.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from all or portions of four existing lots. The new lot will be known as Lot 208 (2.41 acres) of Bentonville Original Subdivision. Additional right-of-way will be dedicated along Northwest 'A' Street and North Main Street per the current Master Street Plan.

Property Line Adjustment: Lots 2 & 3 Mattingly Addition – Josh, Patricia and Jennifer Mattingly – 2900 & 2902 Northwest 3rd Street.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create two new lots from one existing lot and one un-platted piece of section land that will be known as Lot 2 (1.06 acres) and Lot 3 (0.44 acres) of Mattingly Addition. Additional right-of-way will be dedicated along Northwest 3rd Street per the current Master Street Plan.

LOT SPLIT STAFF REPORT



Lots 44 & 45 Fountain Plaza Subdivision

400 Southeast Plaza Avenue

PC Date: 10/18/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-05000041
Applicant / Current Owner	Dynamic Development, Inc. 803 Southeast Plaza Avenue Bentonville, AR 72712
Site Area	5.96 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of a vacant commercial lot in an established commercial subdivision in the southeast part of the city.

Project Details

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 44 (3.33 acres) and Lot 45 (2.63 acres) of Fountain Plaza Subdivision. Sufficient right-of-way exists along Southeast Plaza Avenue and Southeast Rainbow Road. Access for both of the new lots will be through shared public access easements along the common lot lines of each adjacent lot. Both new lots have direct access to public water and sewer services and a public street.

Projected Traffic Impact

This lot split will not adversely impact traffic in the area. A collector street borders the property to the west and a local street borders it to the south. These adjacent streets will provide multiple options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.

Drainage Report

A drainage report is not required.

Waivers

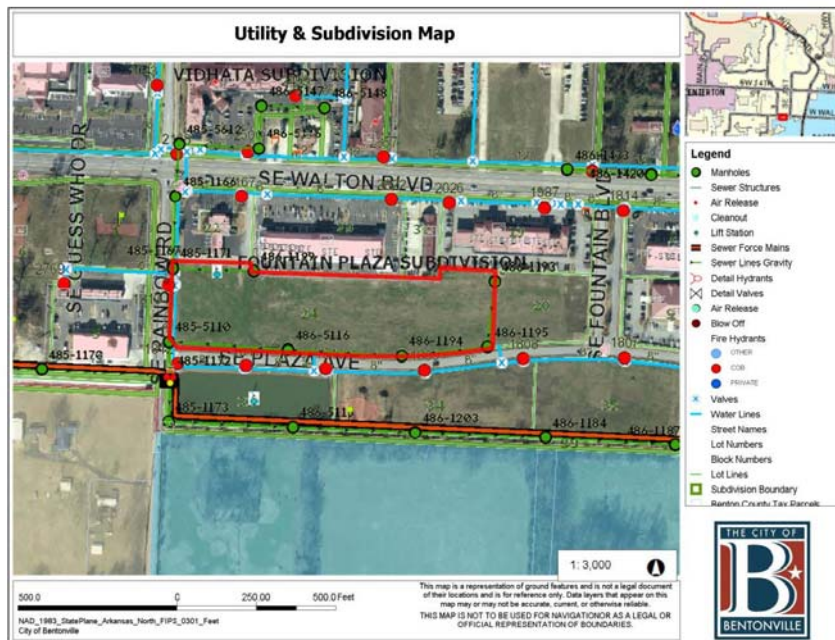
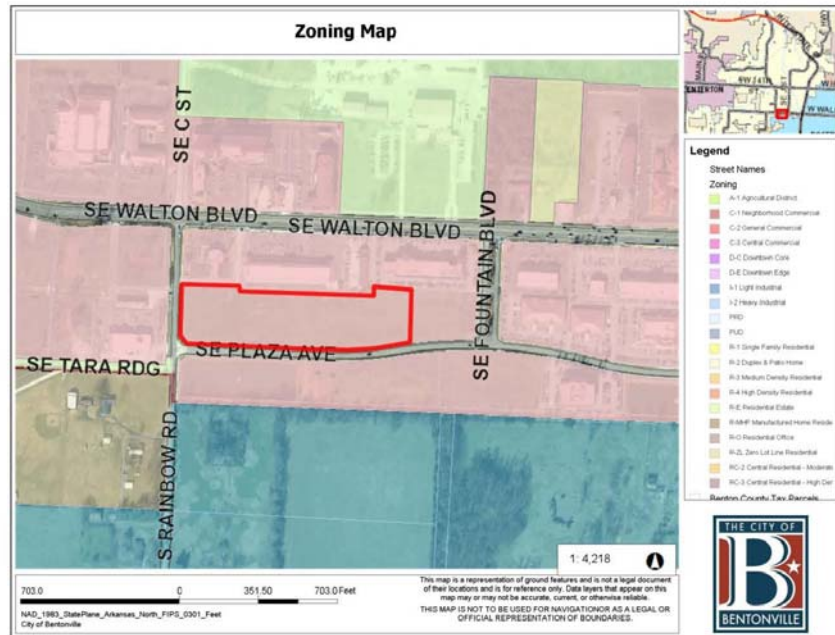
No waivers requested.

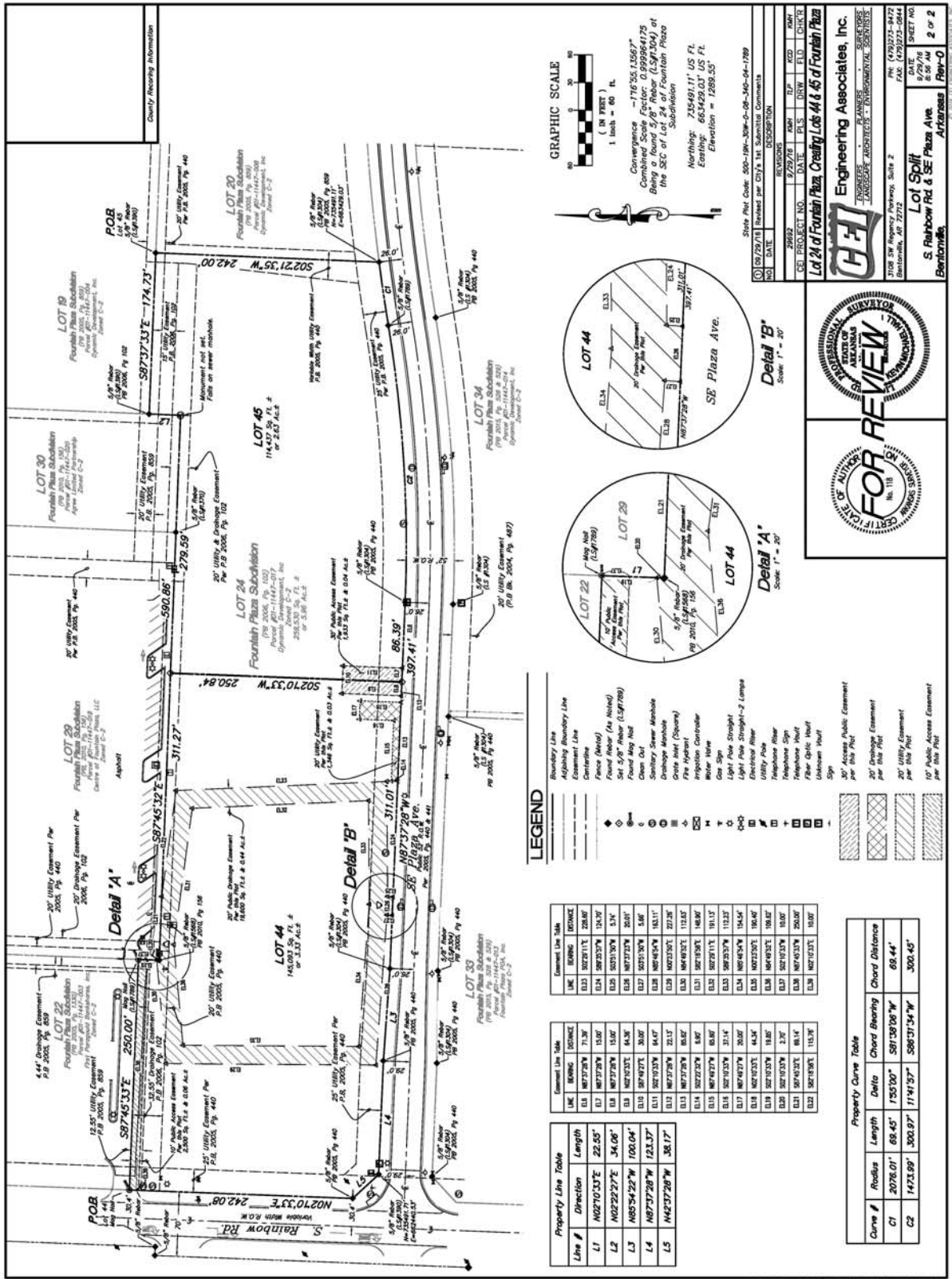
Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 44 & 45 FOUNTAIN
PLAZA SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 44 & 45 Fountain Plaza Subdivision, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 18, 2016; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 44 & 45 Fountain Plaza Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Lot 208 Bentonville Original Subdivision

220 Northwest 'A' Street

PC Date: 10/18/2016

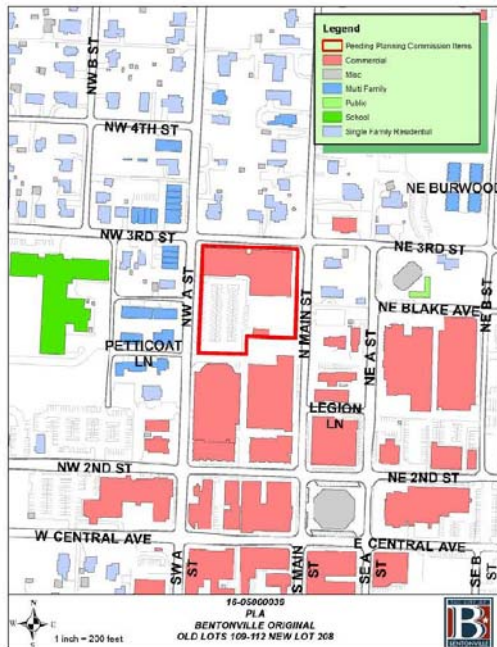
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-05000039
Applicant / Current Owner	Church of the Nazarene 220 Northwest 'A' Street Bentonville, AR 72712
Site Area	2.41 acres
Current Zoning	DC, Downtown Core
Future Land Use Map Designation	Mixed Use (MU)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

This property is the location of the Nazarene Church Sanctuary and parking lots, located three blocks northwest of the downtown square.

Project Details

The applicant has submitted a property line adjustment that will create one new lot from all or portions of four existing lots. The new lot will be known as Lot 208 (2.41 acres) of Bentonville Original Subdivision. Additional right-of-way will be dedicated along Northwest 'A' Street and North Main Street per the current Master Street Plan. Sufficient right-of-way currently exists along Northwest 3rd Street. The lot will have access to public water and sewer services and a public street.

Projected Traffic Impact

This property line adjustment will not adversely impact traffic in the area. The downtown street grid will provide multiple options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.

Drainage Report

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

Waivers

No waivers requested.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

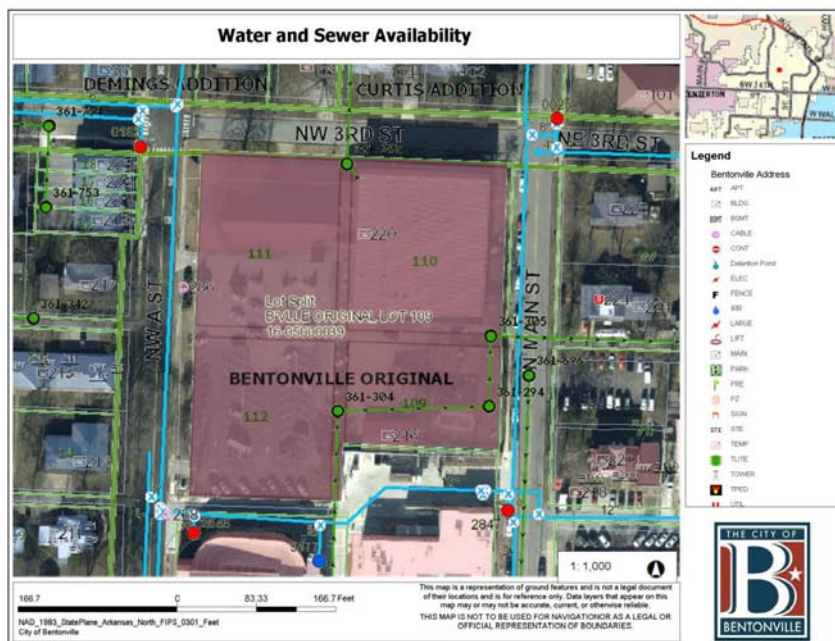
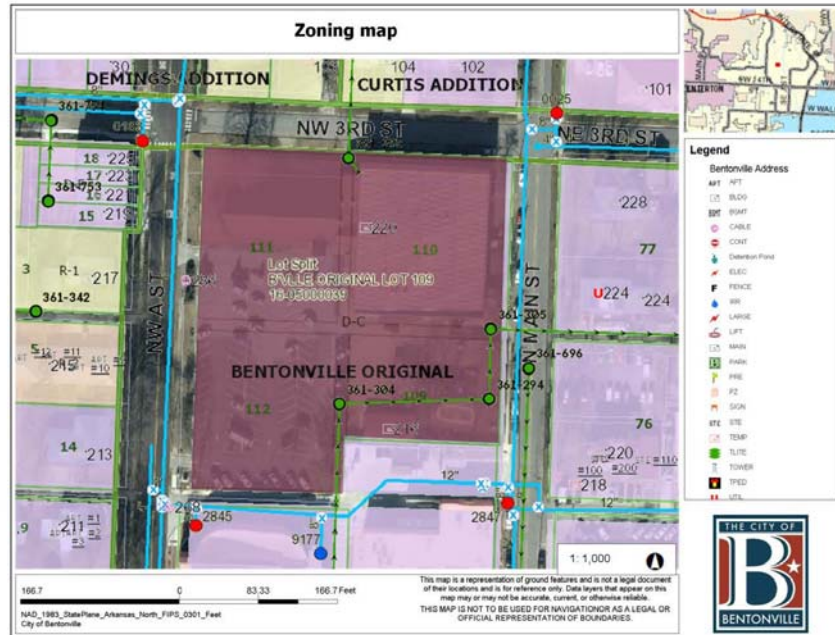
Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- **Street Names:** All street names are preliminary and are for planning purposes only. Street names are not finalized until Final Plat approval.
- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.
- **Conceptual Approval.** Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer and streets. The information submitted for the preliminary plat review process was reviewed for general concept only.

PROPERTY LINE ADJUSTMENT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 208 BENTONVILLE ORIGINAL SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 208 Bentonville Original Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 18, 2016; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment Lot 208 Bentonville Original Subdivision to the City of Bentonville, Arkansas should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2016

APPROVED

ATTEST

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 2 and 3 Mattingly Addition 2900 and 2902 Northwest 3rd Street

PC Date: 10/18/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-07000026
Applicant / Current Owner	Josh Patricia and Jennifer Mattingly 2900 & 2902 Northwest 3 rd Street Bentonville, AR 72712
Site Area	1.50 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

The property is the location of two single family residences in an established single family neighborhood in the northwest part of the city.

Project Details

The applicant has submitted a property line adjustment that will create two new lots from one existing lot and one unplatted piece of section land that will be known as Lot 2 (1.06 acres) and Lot 3 (0.44 acres) of Mattingly Addition. Additional right-of-way will be dedicated along Northwest 3rd Street per the current Master Street Plan. Both of the new lots will have access to public water and sewer services and a public street.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

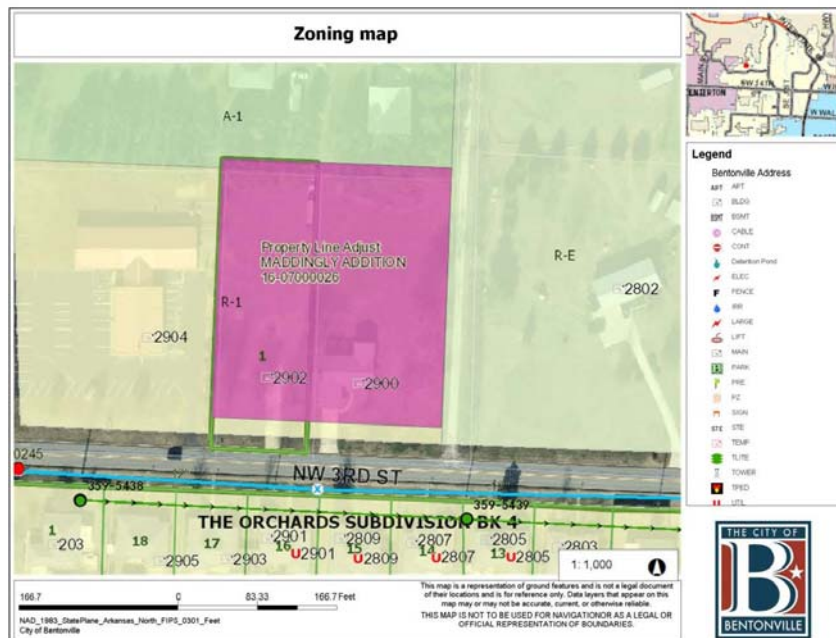
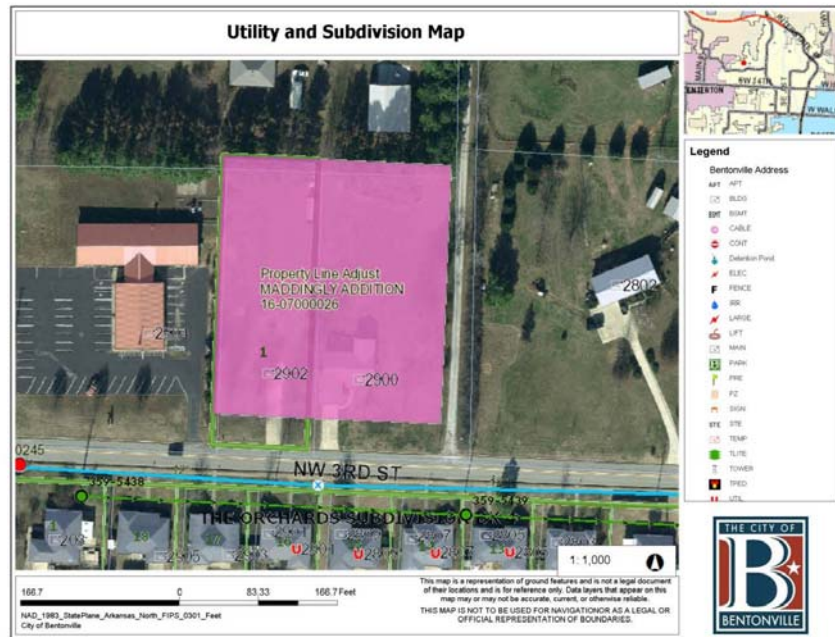
Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- **Street Names:** All street names are preliminary and are for planning purposes only. Street names are not finalized until Final Plat approval.
- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.
- **Conceptual Approval.** Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer and streets. The information submitted for the preliminary plat review process was reviewed for general concept only.

PROPERTY LINE ADJUSTMENT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOTS 2 AND 3 MATTINGLY ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 2 and 3 Mattingly Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 18, 2016; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment Lots 2 and 3 Mattingly Addition to the City of Bentonville, Arkansas should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2016

APPROVED

ATTEST

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

ACTION REQUIRED: A public hearing and ordinance for the detachment of certain territory from the City of Bentonville, Arkansas and making same a part of the City of Little Flock, Arkansas. (Saddle Lake Investment Inc.) This item requires a public hearing. (ACA 14-40-2101.) An ordinance has been accepted by the City of Little Flock accepting the annexation of said property. (attached)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. 2016-_____

CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

**AN ORDINANCE APPROVING ORDINANCE NO. 2016-006 OF
THE CITY OF LITTLE FLOCK, BENTON COUNTY, ARKANSAS
FOR THE DETACHMENT OF CERTAIN TERRITORY FROM
THE CITY OF BENTONVILLE, ARKANSAS AND THE
ANNEXATION THEREOF INTO THE CITY OF LITTLE FLOCK,
ARKANSAS.**

WHEREAS, Ark. Code Ann. § 14-40-2101 provides a procedure by which property may be simultaneously detached from one municipality and annexed into an adjoining municipality; and

WHEREAS, the City of Little Flock, Arkansas passed Ordinance No. 2016-006 on the 19th day of September, 2016 approving the detachment of certain contiguous territory located within the City of Bentonville as more particularly described in the attached Exhibit "A" (the "Proposed Detached Territory") from the City of Bentonville, Arkansas and the annexation thereof into the City of Little Flock, Arkansas, making the same a part of the City of Little Flock in accordance with Ark. Code Ann. § 14-40-2101; and

WHEREAS, the City of Bentonville, Arkansas is in receipt of said Ordinance from the City of Little Flock, Arkansas approving the simultaneous detachment of the Proposed Detached Territory located in the City of Bentonville and the annexation thereof into the jurisdiction of the City of Little Flock, a copy of said Ordinance being attached hereto as Exhibit "A"; and

WHEREAS, after due notice as required by law, the City of Bentonville has, at the time and place mentioned in the published notice thereof, held the public hearing required pursuant to Ark. Code Ann. § 14-40-2101, and has heard all persons desiring to be heard on the question and has ascertained that the simultaneous detachment of the Proposed Detached Territory from the City of Bentonville and the annexation thereof into the City of Little Flock should be approved; and

WHEREAS, the Bentonville City Council has determined that the public interest and welfare will not be adversely affected by the proposed simultaneous detachment and annexation.

NOW THEREFORE, BE IT ENACTED, by the City Council of the City of Bentonville, as follows:

Section 1. The City Council of the City of Bentonville, Arkansas approves the attached City of Little Flock Ordinance No. 2016-006 (Exhibit "A") and the simultaneous

detachment of the following described lands and territory which are contiguous and adjoining the City of Little Flock, being the Proposed Detached Territory, from the City of Bentonville and the annexation thereof into the City of Little Flock:

See attached Exhibit "A" – City of Little Flock, Arkansas Ordinance No. 2016-006 with attached Legal Description and Map of Proposed Detached Territory

Section 2. The official city map of the City of Bentonville is hereby amended to exclude the Proposed Detached Territory described in the attached Exhibit "A" from the city limits of the City of Bentonville, Arkansas.

Section 3. Any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distant and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

PASSED AND APPROVED this ____ day of October, 2016.

APPROVED:

Bob McCaslin, Mayor

Attest:

Linda Spence, City Clerk

EXHIBIT A

City of Little Flock, Arkansas

Ordinance No. 2016-006

and

Legal Description of Proposed Detached Territory

and

Map of Proposed Detached Territory

ORDINANCE NO. 2016- 006

CITY OF LITTLE FLOCK, BENTON COUNTY, ARKANSAS

AN ORDINANCE PROPOSING THE DETACHMENT OF CERTAIN TERRITORY FROM THE CITY OF BENTONVILLE, ARKANSAS AND THE ANNEXATION THEREOF INTO THE CITY OF LITTLE FLOCK, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF LITTLE FLOCK, ASSIGNING SAME TO A WARD, AND ASSIGNING SAME TO A ZONING DISTRICT.

WHEREAS, the owner, Saddle Lake Investment, Inc. and purchaser, Bart Bauer and The Meadows of Woods Creek, Inc., of the below described property wish to develop said property into a residential subdivision and are requesting the detachment of the territory from the City of Bentonville and the annexation of same into the City of Little Flock; and

WHEREAS, the City Council of the City of Little Flock desires to detach certain contiguous territory located within the City of Bentonville as more particularly described in the attached Exhibit "A" (the "Proposed Detached Territory") from the City of Bentonville and annex the same into the City of Little Flock to become part and parcel of the municipal limits of the City of Little Flock; and

WHEREAS, the City Council of the City of Little Flock has determined that the Proposed Detached Territory represents the actual growth of the City of Little Flock beyond its legal boundary, that the territory was needed for the extension of police and fire protection services and that the territory was valuable and needed by reason of their adaptability for prospective municipal purposes; and

WHEREAS, §14.04.04 of the Little Flock Municipal Code provides that property annexed into Little Flock will be zoned A-Agricultural unless the annexing ordinance accepts such annexed area in a district other than Agricultural; and

WHEREAS, the owner, Saddle Lake Investment, Inc. and purchaser, Bart Bauer and The Meadows of Woods Creek, Inc., of the below described property wish said property to be annexed into the City of Little Flock as zoning district R-1-Residential in accordance with §14.04.04 of the Little Flock Municipal Code; and

WHEREAS, the City Council has determined that the public interest and welfare will not be adversely affected by the requested zoning.

NOW THEREFORE, BE IT ENACTED, by the City Council of the City of Little Flock, as follows:

Section 1. The City Council of the City of Little Flock calls for the simultaneous detachment of the following described lands and territory contiguous and adjoining the City of Little Flock from the City of Bentonville and that the same be hereby accepted as part of and annexed to and made a part of the City of Little Flock:

See attached Exhibit "A" – Legal Description and Map of Proposed Detached Territory

Section 2. The above described Proposed Detached Territory, following completion of the process set forth in A.C.A. §14-40-2101, shall be annexed to and made a part of Ward 2 of the City of Little Flock, and the same shall henceforth be a part of said Ward as fully as existing parts of said Ward.

Section 3. Upon passage and approval of this Ordinance calling for the simultaneous detachment and annexation of the Proposed Detached Territory from the City of Bentonville, the City of Little Flock, through its authorized municipal officers and agents, shall send this Ordinance to the Mayor and City Council of the City of Bentonville for consideration pursuant to the provisions of A.C.A. § 14-40-2101.

Section 4. Pursuant to §14.04.04 of the Little Flock Municipal Code the Proposed Detached Territory described in the attached Exhibit "A" upon its annexation into the City of Little Flock is hereby zoned as R-1-Residential District.

Section 5. The official zoning map of the City of Little Flock is hereby amended to include the Proposed Detached Territory described in the attached Exhibit "A" and to reflect the zoning thereof as provided in Section 4 hereof.

Section 6. Any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distant and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

PASSED AND APPROVED this 19th day of September, 2016.

[Redacted Signature]
Buddy Blue, Mayor

[Redacted Signature]
Linda Usrey, Recorder/Treasurer

*Ordinance Proposing the Simultaneous Detachment
and Annexation of Certain Territory*

Page 2 of 3



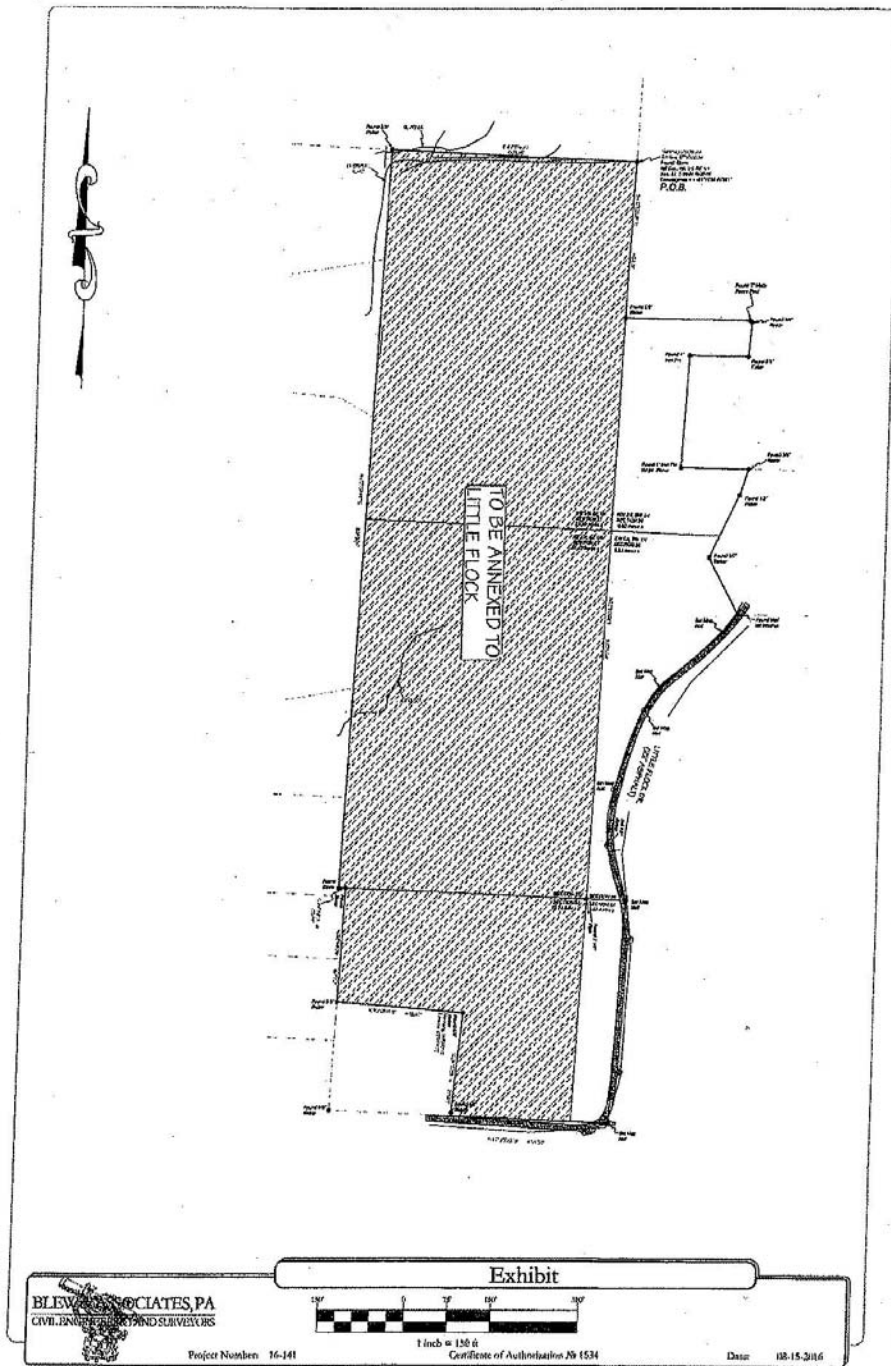
EXHIBIT "A"

PROPOSED DETACHED TERRITORY

SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY SEVEN ALSO A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY SIX ALSO A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY FOUR AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY FIVE, ALL IN TOWNSHIP TWENTY NORTH, RANGE THIRTY WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, COUNTY OF BENTON, STATE OF ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER, SECTION TWENTY SEVEN, TOWNSHIP TWENTY NORTH, RANGE THIRTY WEST; THENCE S02°52'26"W 556.21 FEET TO A FOUND 5/8" REBAR; THENCE S02°28'09"W 2879.38 FEET; THENCE N87°28'23"W 438.30 FEET; THENCE N05°21'26"E 371.67 FEET TO A FOUND 5/8" REBAR; THENCE N85°13'41"W 465.70 FEET TO A FOUND 5/8" REBAR; THENCE N02°46'08"E 409.10 FEET TO A FOUND STONE; THENCE S87°39'01"W 25.44 FEET TO A FOUND STONE; THENCE N02°39'43"E 2643.57 FEET TO A FOUND 5/8" REBAR; THENCE S87°11'44"E 903.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,918,778.48 SQUARE FEET OR 67.06 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Troy Galloway

Department

Planning

Phone

271-3122

ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$5,200.00 to leverage city funds to purchase a total of 400 trees for the fall tree giveaway to be held on Saturday, October 22, 2016. An electronic payment was made to the city on September 29, 2016 and received on September 30, 2016.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	5,200
Remaining After Adjustment	\$ 5,200

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Date of Request: October 25, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-1610-370.10-00	Contributions/Donations/General	\$5,200.00		\$ 5,200.00
010-1610-461.44-30	Building/Grounds Maintenance		\$5,200.00	\$ (5,200.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 5,200.00	\$ 5,200.00	\$ -

Justification:

Revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$5,200 to leverage city funds to purchase a total of 400 trees for the fall tree giveaway to be held on Saturday, October 22, 2016. An electronic payment was made to the city on September 29, 2016 and recieved on September 30, 2016.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

The Public Art Advisory Committee is seeking approval of three pieces of artwork by students from Bentonville West High School to be installed in three tunnels along the Bentonville trail system.

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: Shelli Kerr, AICP, Planning Services Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: October 25, 2016
Re: Tunnel Vision Project – High School Proposals

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

Project Description. The committee issued to the local high schools a Call for Proposals for "Tunnel Vision" to install artwork inside the tunnels along the Bentonville trail system. Eight proposals were submitted on September 15, 2016. The committee selected the following three pieces on October 11, 2016. All artwork is proposed by students from Bentonville West High School. Please see the attached map for proposed locations.

Shadowed Lights

Adrienne Day & Allie Bennett



The tunnel that we designed is centered around The Bucky Ball, located at the entrance of Crystal Bridges. The Bucky Ball has become an extremely popular location for high school students, so we thought that it had some pretty big significance in the culture of present and future residents of Northwest Arkansas. Kids our age go to The Bucky Ball to find relaxation and watch something that shows change over short and elongated periods of time; something that we deal with as teenagers on a day to day basis. The entire idea of our tunnel is a mosaic, every element is built with multiple pieces, to show that the community and the children that grow up here are slowly built up over time by pieces of the people and experiences that they have encountered. The "shadow dancers" are meant to show the unity that is created around the idea of a community like that of Bentonville. There is no difference between the shadow dancers physically, except for the positions in which they are dancing. This is used to represent how diverse the community of Bentonville has become, and how we all adapt to differences and become a part of one people that we can call citizens of this growing city.

Glow

Michael Toney & Abby Fipps



Note: Benches shown in illustration will not be included.

Future

Gaelen Elliott



My tunnel is supposed to show how Walmart has created a community for younger generations, and how we are using it to create a new future for ourselves. The yellow foam shows the light panels while the light blue and dark blue paint show outdoor paint.

My tunnel needs these materials:

- Long lasting outdoor paint, in the colors white, light blue, and dark blue
- Lights that motion sensitive and strong enough for people to walk upon them

The floor of the tunnel has large panels of yellow lights that people walking can step on, but the lights slowly illuminate to avoid scaring people biking or running quickly through the tunnel. In the areas on the floor that aren't covered in light panels, it is covered in dark blue paint. The walls also have panels of yellow lights that slowly light up as well, but they aren't covering the walls completely. The lights on the walls will go up about halfway of various sizes with smaller yellow lights on the upper half of the walls. The upper half of the walls will also have various painted circles and stars of various sizes of the colors, light blue and dark blue. The walls and ceiling will also have white backgrounds. The ceiling has few rectangle yellow panels, and more rounded light panels, as well as a lot more blue circles and stars.

Note: This will be completed with paint only.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

The Public Art Advisory Committee is seeking approval of professional artwork to be installed in the tunnel located on the North Bentonville Trail at NW A Street. The artwork is titled "Hello" by Kenneth Siemens. This project is funded by Visit Bentonville.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Planning Services Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: October 25, 2016
Re: **Tunnel Vision Project – Hello**

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval from City Council to install "Hello" by Kenneth Siemens in the tunnel located on the North Bentonville Trail at NW A Street.

Project Description

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

One of the artists was unable to fulfill the project and the committee sought out additional proposals. They have selected "Hello" by Kenneth Siemens. This was originally proposed for placement at the Crystal Bridges Tunnel. The Parks and Recreation Board felt the Crystal Bridges Tunnel was not the best location for the comic book style artwork. The PAAC then proposed it to be placed in the tunnel located on the North Bentonville Trail at NW A Street, which the Parks and Recreation Board accepted.

On the attached map, the proposed artwork is shown as #5 in red. The others have already been approved and are being installed.

From the artist's application:

"Using the comic book styling you've seen on the 2nd Street mural, I'd like to explore what every kid does when they walk through a tunnel. They yell "hello" to check for an echo. So, playing with that idea by making it fun I have 2 different takes, counteracting with each other under the bridge. You have a robot with a sonic blaster, beaming out "hello" and on the other side an astronaut saying hello into a clunky handset."



TUNNEL VISION 2016 Selections





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's north and south gateways on the Razorback Greenway and waiving the requirement of competitive bidding. The cost for each tower is \$11,480.00, a total cost of \$22,960.00. The Public Art Advisory Committee has budgeted \$20,000.00 for public art in 2016. The remaining \$2,960.00 will be paid for out of the Parks Budget. The PAAC will be seeking donations for costs associated with delivery and installation, estimated at \$2,820.00.

COST TO CITY:

Cost of this Request: \$22,960

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	20,000
Funds Expended to Date		-
Remaining Budget		20,000
Budget Adjustment		-
Remaining After Adjustment	\$	20,000

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

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	10/25/2016		
Requested by:	Shelli Kerr, Planning Services Manager		
Department:	Community & Economic Development		
DESCRIPTION OF REQUEST:			
Type of Equipment:	public art		
Year & Model:	n/a		
Serial #	n/a		
To Be Purchased From:	Tylur French, artist		
Amount:	Base Amount:	\$	22,960.00
	Tax:	\$	-
	*Other:	\$	-
	TOTAL	\$	22,960.00
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The purchase is two pieces of artwork designed exclusively by artist Tylur French. We request the waiver of bid in order to sanction the selection process and to facilitate the agreement with Tylur French.			
_____ Department Head		_____ Director of Finance & Administration	

Revised 6-18-99

MEMO



RE: Bike Tower Sculpture and Waiver of Competitive Bidding
To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Planning Services Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: October 25, 2016

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's north and south gateways on the Razorback Greenway and waiving the requirement for competitive bidding.

The city has received a proposal from artist Tylur French to create "Bike Tower Sculptures" as gateway features for the Bentonville Trail System. The proposal indicates a total of six towers. At this time, the PAAC is seeking approval to purchase two towers.

The towers will be between 16' and 18' in height, depending on the site. Approximately 60-90 bicycles will be used to create each tower. Each tower will have a color family that will lend itself as a recognized landmark and meeting place.

The base is a cylindrical sculpture with a niche on one side to house an all-weather bicycle pump and tool kit.

The cost for each tower is \$11,480, a total cost of \$22,960. The Public Art Advisory Committee has budgeted \$20,000 for public art in 2016. The remaining \$2,960 will be paid for out of the Parks Budget. The PAAC will be seeking donations for costs associated with delivery and installation, estimated at \$2,820.

Bike Tower Sculptures by Tylur French



A map of the proposed locations for the bike towers is attached.



YOUNGBLOOD STUDIO

ESTIMATE

Youngblood Studio, LLC
tylur@youngbloodstudiollc.com
901.291.0772
2241 Truitt street
Memphis, TN 38114

Attention: Jerris Palmer
Title: Primary Bentonville Project Contact
Bentonville Art Selection Committee
Date: 10.8.2016

Project Title: Bike Tower Sculptures Project Estimate

Project Description:

This is an amended estimate to reflect the both the generous assistance of the city of Bentonville and any budget reductions Youngblood Studio was able to provide within the budget. The " Delivery, Installation and Crane Rental " costs of \$2820 will be payed by the city of Bentonville. Additionally, we have reduced the fabrication budget by \$400. These reductions bring the cost per Bike Tower from \$14,700 to \$11,480. This reduces the overall cost of all 6 Bike Towers from \$88,200 to \$68,880.

This is an estimate for the proposed 6 Bike Tower Sculptures to be located at various points throughout the Bentonyvilles area municipal bike trail system. The total height of each bike tower will be between 16'-18' depending on what suits the site best. To achieve the visual density needed to be successful, we will be use approximately 60-90 bicycles per tower. Each bike will be cleaned, degreased, and stripped of all plastics and rubber. Next, all the tires and inner tubes are filled with a closed cell foam to prevent any sagging over time. Finally, all bikes are given two coats of encapsulating primer and painted with 3-7 coats of its final color. I had the opportunity to purchase some rare, vintage bikes from the 1930's through the 1960's that I will weave into each Bike Tower.

The base for each Bike Tower Sculpture will be formed from poured concrete and measure 5' wide x 5' long x 5' tall. Several of the base form options are illustrated in the Bike Tower rendering. Pictured within the largest image on this page is a cylindrical sculpture base with a niche recessed into one side . This recessed detail is designed to house an all-weather bicycle pump and attached tool kit as a much needed amenity/necessity to support the biking community. I have attached the technical specifications on this

pump for your team to review. The inner surface of this pump nook will be painted to match the overall color scheme of the bicycle tower above it.

Price per Bike Tower	Quantity	Unit Price	Cost
Materials and consumables	1	\$ 3,210	\$ 3,210
Site prep, excavation, concrete forms, and concrete.	1	\$ 3,940	\$ 3,940
Paint, primer and finishes	1	\$ 1,850	\$ 1,850
Fabrication and construction	1	\$ 2,480	\$ 2,480
Delivery, install, and crane rental. These costs to be covered by the city of Bentonville.	1	\$ 0	\$ 0
		Subtotal	\$ 11,480

I envision each tower being assigned a color family. For instance, on the "Blue Tower" all bicycles will be cleaned, prepped, and painted with one of 5 different variations of blue. These blues will range from a *sky blue* to a rich, dark *indigo blue*. This range of blue hues will add textural depth and dynamism to the tower without overcomplicating the form. Each color tower will readily lend itself to be a recognized landmark and meeting place. I can see people saying, "Let's meet at the red tower for a group ride." They will also easily translate into any mapping system as color-coded icons. I will build and install these towers in pairs to maximize logistics and transport efficiency. Each pair will take about 5-6 weeks to build and prepare for delivery. The process of installing the two towers and the pump and tool station at their final destinations should take about 3-4 days of on-site work. Jerris,

This estimate is written with the understanding all processes and materials are the same as mentioned in the original proposal packet I provided your team on my previous visit. If you, or anyone on your team, have any questions regarding any portion of this estimate, don't hesitate to contact me. I will be more than happy to go through any part of it in detail. The proposed budget includes all design and development, engineering, transportation, crane rental, site excavation, concrete, material costs, labor, pump and tool kit, travel and lodging, and consumables. On a project of this

size and scope I require a 50% initial deposit to begin production, 25% after all construction and fabrication is complete, and a final 25% payment upon project completion and approval.

I look forward to working on this project for Bentonville,

Tylur French

See below for additional estimate total for all 6 Bike Tower Sculptures.

Price for All 6 Bike Towers	Quantity	Unit Price	Cost
Materials and consumables	6	\$ 3,210	\$ 19,260
Site prep, excavation, concrete forms, and concrete.	6	\$ 3,940	\$ 23,640
Paint, primer and finishes	6	\$ 1,850	\$ 11,100
Fabrication and construction	6	\$ 2,480	\$ 14,880
Delivery, Install and crane rental	6	\$ 0	\$ 0
		Subtotal	\$ 68,880
	Tax	0.00%	\$ 0
		Total	\$ 68,880

Bike Towers 2016 Display Sites



Bike Tower Design



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARTIST TYLUR FRENCH FOR THE DESIGN AND FABRICATION OF TWO ART PIECES TITLED "BIKE TOWER SCULPTURE" AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1. That the Mayor and Clerk be and are hereby authorized to enter into an agreement with artist Tylur French to design and fabricate two art pieces titled "Bike Tower Sculpture" at a cost of \$11,480 each, a total of \$22,960, as set forth in the proposal attached hereto as Exhibit "A."

Section 2. Because the artwork is an original design by artist Tylur French, 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			
X	Bid Award	Bid #	16-33
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Award Bid #16-33 to Tri Star Contractors, LLC in the amount of \$2,639,232.75 for relocation of water and sewer services on the 8th Street project (AHTD #090377). See attached memo, letter of recommendation to award bid, agreement, and bid tabulation.

COST TO CITY:

Cost of this Request: \$2,639,233

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: October 14, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Award Bid 16-33, 8th St. Water/Sewer Relocation-Contract Sect. 1

This item is to award a bid for relocation of water and sewer lines for the 8th St Improvements project to Tri Star Construction. This contract covers what is referred to as Contract Section #1, which is from SW "I" St. to SE "D" St.

October 13, 2016

Charles R. Nickle, P.E.
Chief Executive Officer
4847 Kaylee Avenue
Springdale, Arkansas 72762
479.872.7115 Telephone
479.872.7118 Facsimile
www.usi-ce.com
crnickle@usi-ce.com

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

Re: Recommendation of Award
AHTD Project #030977, Federal Aid Project #HHP2-3314(1) Contract Section I – 8th
Street Water & Sewer Relocations (SW I Street to SE D Street)
Bentonville, Arkansas
USI Project No. 1009022

Dear Mr. Churchwell:

Bids were received Tuesday, September 20, 2016 for the above referenced project. Five (5) bids were received as follows:

NAME	TOTAL BID
Tri Star Contractors, LLC	\$2,639,232.75
Del/Sha Construction	\$3,785,580.00
Goins Enterprises, Inc.	\$5,461,850.00
Kraus Construction Co., LLC	\$5,777,900.00
Dean Crowder Construction, Inc.	\$11,045,210.00

The low total bid was submitted by Tri Star Contractors, LLC in the amount of \$2,639,232.75. A copy of the certified bid tabulation showing the complete bid is included for your reference, along with a copy of the list of persons attending the bid opening. The engineer's construction cost estimate for the project prior is \$4,375,000.

Mr. Mike Churchwell
Recommendation of Award
October 13, 2016
Page 2 of 2

We have reviewed the Statement of Bidders Qualifications submitted by Tri Star Contractors, LLC, and based upon the information provided, we believe them to be qualified for this project. Tri Star Contractors is located in Siloam Springs, Arkansas and has been incorporated for 10 years, as a general contractor with experience in site work, utilities concrete, asphalt & paving. They list current contracts on hand as follows:

Uptown (Fayetteville LSD) - \$634,545 - Completion date, October, 2016
Walnut Creek (Rogers LSD) - \$1,630,900 - Completion date, November, 2016
40 acre Subdivision - \$1,558,284 - Completion date - March, 2017

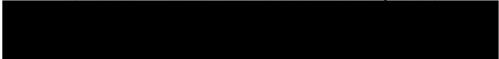
In addition, they have completed numerous utility projects in the multi-million dollar range for other municipalities both in Oklahoma and Arkansas.

While we have no way of verifying the present financial condition of Tri Star Contractors, LLC, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed. Therefore, we recommend that the City award this contract to Tri Star Contractors, LLC in the bid amount of \$2,639,232.75.

The contract requires substantial completion of the project within 335 days from the date of the issuance of the Notice to Proceed, and final completion within 365 days.

We understand that the AHTD Utilities Section has reviewed the bid tabulation and concurred in forwarding the project to the City Council for approval of award. We appreciate the opportunity to assist with this project.

Sincerely,
USI CONSULTING ENGINEERS, INC.



Charles R. Nickle, P.E.
Chief Executive Officer

CRN:sr
enclosures

cc: Burns McDonnell, Mr. Steven Beam
AHTD Utilities Section, Mr. Keith Mashburn

TABULATION OF BIDS RECEIVED SEPTEMBER 20, 2016
CONTRACT SECTION I - 8TH STREET WATER & SEWER RELOCATIONS
(S.W. I STREET TO S.E. D STREET)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: August 2016

Company: Arkansas License No.: Address: City, State:			Tri-Star Contractors, LLC 1910 Waukesha Road Siloam Springs, Arkansas		Delisha Construction 0339820516 1522 Construction Way Van Buren, Arkansas		Gcins Enterprises, Inc. 3255 N. County Lane 252 Joplin, Missouri		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Contract Section I Excluding General Conditions & Mobilization)	\$125,677.75	\$125,677.75	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00
2.	1	LS	Trenching and Excavation Safety Systems	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00
3.	1	LS	Maintenance of Traffic	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$350,000.00	\$350,000.00
4.	1,600	LF	4-Inch PVC Pipe for Sewer Service	\$30.00	\$48,000.00	\$97.00	\$155,200.00	\$125.00	\$200,000.00
5.	2,700	LF	8-Inch Gravity Sewer (PVC SDR-26)	\$37.00	\$99,900.00	\$89.00	\$186,300.00	\$150.00	\$405,000.00
6.	2,300	LF	12-Inch Gravity Sewer (PVC SDR-26)	\$45.00	\$103,500.00	\$73.00	\$167,900.00	\$160.00	\$368,000.00
7.	3,000	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$12.00	\$36,000.00	\$30.00	\$90,000.00	\$30.00	\$90,000.00
8.	500	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$25.00	\$12,500.00	\$35.00	\$17,500.00	\$50.00	\$25,000.00
9.	28	EA	4-ft. Dia. Cast-In-Place Manhole	\$2,500.00	\$70,000.00	\$2,800.00	\$78,400.00	\$3,500.00	\$98,000.00
10.	55	VF	4-ft. Dia. Manhole Barrel Extension	\$279.00	\$15,345.00	\$200.00	\$11,000.00	\$350.00	\$19,250.00
11.	3	EA	Connect to Existing Manhole	\$1,100.00	\$3,300.00	\$4,500.00	\$13,500.00	\$2,000.00	\$6,000.00
12.	2,600	LF	Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$9.00	\$23,400.00	\$20.00	\$52,000.00	\$20.00	\$52,000.00
13.	21	EA	Sewer Service Lateral Connections	\$450.00	\$9,450.00	\$390.00	\$8,190.00	\$500.00	\$10,500.00
14.	10	EA	Abandon Existing Manhole	\$600.00	\$6,000.00	\$1,500.00	\$15,000.00	\$1,800.00	\$18,000.00
15.	100	CY	Rock Excavation for Gravity Sewer Lines	\$180.00	\$18,000.00	\$25.00	\$2,500.00	\$450.00	\$45,000.00
16.	1,600	LF	1-Inch PE Water Service Tubing	\$25.00	\$40,000.00	\$35.00	\$56,000.00	\$40.00	\$64,000.00
17.	50	LF	4-Inch or smaller Water Line (C900 DR14 PVC)	\$59.00	\$2,950.00	\$50.00	\$2,500.00	\$100.00	\$5,000.00
18.	150	LF	6-Inch Water Line (C900 DR14 PVC)	\$61.00	\$9,150.00	\$55.00	\$8,250.00	\$110.00	\$16,500.00
19.	8,300	LF	8-Inch Water Line (C900 DR14 PVC)	\$41.00	\$340,300.00	\$35.00	\$290,500.00	\$120.00	\$996,000.00
20.	400	LF	12-Inch Water Line (C900 DR14 PVC)	\$75.00	\$30,000.00	\$75.00	\$30,000.00	\$130.00	\$52,000.00
21.	250	LF	16-Inch Water Line (DIP Class 50)	\$125.00	\$31,250.00	\$110.00	\$27,500.00	\$140.00	\$35,000.00
22.	10,000	LB	Ductile Iron Fittings for Water Service	\$11.00	\$110,000.00	\$10.00	\$100,000.00	\$15.00	\$150,000.00
23.	7	EA	Tapping Saddle and Valve (4" or smaller)	\$2,050.00	\$14,350.00	\$3,000.00	\$21,000.00	\$4,000.00	\$28,000.00
24.	9	EA	Tapping Sleeve and Valve (6"X8")	\$2,200.00	\$19,800.00	\$4,000.00	\$36,000.00	\$4,500.00	\$40,500.00
25.	2	EA	Tapping Sleeve and Valve (8"X8")	\$2,800.00	\$5,600.00	\$5,200.00	\$10,400.00	\$5,200.00	\$10,400.00
26.	2	EA	Tapping Sleeve and Valve (12"X12")	\$5,200.00	\$10,400.00	\$5,300.00	\$10,600.00	\$7,200.00	\$14,400.00
27.	2	EA	Tapping Sleeve and Valve (16"X16")	\$17,000.00	\$34,000.00	\$8,500.00	\$17,000.00	\$20,000.00	\$40,000.00
28.	1	EA	Tapping Sleeve and Valve (24"X24")	\$5,300.00	\$5,300.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
29.	1	EA	6-Inch Gate Valve	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
30.	44	EA	8-Inch Gate Valve	\$1,800.00	\$79,200.00	\$2,000.00	\$88,000.00	\$2,200.00	\$96,800.00
31.	2	EA	12-Inch Gate Valve	\$3,000.00	\$6,000.00	\$2,800.00	\$5,600.00	\$3,200.00	\$6,400.00
32.	1	EA	16-Inch Butterfly Valve	\$5,200.00	\$5,200.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
33.	12	EA	Fire Hydrant Assembly Including Auxiliary Valve	\$5,300.00	\$63,600.00	\$6,800.00	\$81,600.00	\$7,000.00	\$84,000.00
34.	9	EA	Salvage Existing Fire Hydrant Assembly	\$900.00	\$8,100.00	\$900.00	\$8,100.00	\$1,000.00	\$9,000.00
35.	15	EA	Cut, Cap & Abandon Existing Waterline	\$1,400.00	\$21,000.00	\$4,000.00	\$60,000.00	\$3,500.00	\$52,500.00
36.	24	EA	Water Meter Setting (2-Inch and Smaller)	\$900.00	\$21,600.00	\$800.00	\$19,200.00	\$2,000.00	\$48,000.00
37.	7,400	LF	*Full Depth Class 7 Trench Backfill	\$70.00	\$516,000.00	\$62.00	\$458,800.00	\$90.00	\$666,000.00
38.	1,100	LF	*2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$54.00	\$59,400.00	\$50.00	\$55,000.00	\$50.00	\$55,000.00

TABULATION OF BIDS RECEIVED SEPTEMBER 20, 2016 (CONTINUED)
CONTRACT SECTION I - 8TH STREET WATER & SEWER RELOCATIONS
(S.W. I STREET TO S.E. D STREET)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: August 2016

Company: Arkansas License No.: Address: City, State:			Tri-Star Contractors, LLC 1910 Waukesha Road Siloam Springs, Arkansas			DeVSha Construction 0339820516 1522 Construction Way Van Buren, Arkansas			Goins Enterprises, Inc. 3255 N. County Lane 252 Joplin, Missouri		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Unit Price	Total Amount	
39.	1,150	LF	*3-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$37.00	\$42,550.00	\$230.00	\$264,500.00	\$150.00		\$172,500.00	
40.	1,660	LF	*16-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$62.00	\$102,920.00	\$100.00	\$166,000.00	\$180.00		\$298,800.00	
41.	110	LF	*20-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$89.00	\$9,790.00	\$600.00	\$66,000.00	\$300.00		\$33,000.00	
42.	130	LF	*24-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$105.00	\$13,650.00	\$81,250.00	\$81,250.00	\$325.00		\$42,250.00	
43.	5.2	AC	Hydroseed and Mulch	\$5,000.00	\$26,000.00	\$6,200.00	\$32,240.00	\$6,500.00		\$33,800.00	
44.	550	AC	*Concrete Curb and Gutter	\$18.00	\$9,900.00	\$30.00	\$16,500.00	\$50.00		\$27,500.00	
45.	275	SY	*Concrete Sidewalk	\$42.00	\$11,550.00	\$50.00	\$13,750.00	\$100.00		\$27,500.00	
46.	50	SY	*Concrete Pavement Repair	\$120.00	\$6,000.00	\$80.00	\$4,000.00	\$125.00		\$6,250.00	
47.	2,600	SY	*Asphalt Pavement Repair	\$95.00	\$247,000.00	\$160.00	\$416,000.00	\$100.00		\$260,000.00	
48.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$80,000.00		\$80,000.00	
TOTAL BID					\$2,639,232.75		\$3,785,560.00			\$5,461,850.00	

*To be used if and where directed by the Engineer.

Denotes correction to submitted bid calculations.

TABULATION OF BIDS RECEIVED SEPTEMBER 20, 2016 (CONTINUED)
CONTRACT SECTION I - 8TH STREET WATER & SEWER RELOCATIONS
(S.W. I STREET TO S.E. D STREET)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: August 2016

Company:		Kraus Construction Co., LLC		Dean Crowder Construction, Inc.	
Arkansas License No.:		P.O. Box 5170		804 SE 21st Street	
Address:		Fort Smith, Arkansas		Bentonville, Arkansas	
City, State:					
Item No.	Quantity	Unit	Description	Unit Price	Total Amount
CONTRACT SECTION I - WATER & SEWER RELOCATIONS (SW I STREET TO SE D STREET)					
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Contract Section I Excluding General Conditions & Mobilization)	\$250,000.00	\$250,000.00
2.	1	LS	Trenching and Excavation Safety Systems	\$40,000.00	\$40,000.00
3.	1	LS	Maintenance of Traffic	\$700,000.00	\$700,000.00
4.	1,000	LF	4-Inch PVC Pipe for Sewer Service	\$150.00	\$240,000.00
5.	2,700	LF	8-Inch Gravity Sewer (PVC SDR-26)	\$170.00	\$459,000.00
6.	2,300	LF	12-Inch Gravity Sewer (PVC SDR-26)	\$180.00	\$414,000.00
7.	3,000	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$20.00	\$60,000.00
8.	500	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$20.00	\$10,000.00
9.	28	EA	4-ft. Dia. Cast-in-Place Manhole	\$4,400.00	\$123,200.00
10.	55	VF	4-ft. Dia. Manhole Barrel Extension	\$430.00	\$23,650.00
11.	3	EA	Connect to Existing Manhole	\$2,200.00	\$6,600.00
12.	2,600	LF	Plug and Abandon Existing Gravity Sewer Lines (6" & 12" diameters)	\$23.00	\$59,800.00
13.	21	EA	Sewer Service Lateral Connections	\$500.00	\$10,500.00
14.	10	EA	Abandon Existing Manhole	\$1,800.00	\$18,000.00
15.	100	CY	1-Rock Excavation for Gravity Sewer Lines	\$180.00	\$18,000.00
16.	1,000	LF	1-Inch PE Water Service Tubing	\$35.00	\$35,000.00
17.	50	LF	4-Inch or smaller Water Line (C900 DR14 PVC)	\$84.00	\$4,200.00
18.	150	LF	6-Inch Water Line (C900 DR14 PVC)	\$96.00	\$14,400.00
19.	6,300	LF	8-Inch Water Line (C900 DR14 PVC)	\$100.00	\$630,000.00
20.	400	LF	12-Inch Water Line (C900 DR14 PVC)	\$130.00	\$52,000.00
21.	250	LB	16-Inch Water Line (DIP Class 50)	\$160.00	\$40,000.00
22.	10,000	LF	Ductile Iron Fittings for Water Service	\$11.00	\$110,000.00
23.	7	EA	Tapping Saddle and Valve (4" or smaller)	\$3,900.00	\$27,300.00
24.	9	EA	Tapping Sleeve and Valve (6"X8")	\$4,500.00	\$40,500.00
25.	2	EA	Tapping Sleeve and Valve (8"X12")	\$5,000.00	\$10,000.00
26.	2	EA	Tapping Sleeve and Valve (12"X12")	\$7,000.00	\$14,000.00
27.	2	EA	Tapping Sleeve and Valve (16"X16")	\$17,000.00	\$34,000.00
28.	1	EA	Tapping Sleeve and Valve (24"X24")	\$7,000.00	\$7,000.00
29.	1	EA	6-Inch Gate Valve	\$2,000.00	\$2,000.00
30.	44	EA	8-Inch Gate Valve	\$3,200.00	\$140,800.00
31.	2	EA	12-Inch Gate Valve	\$10,000.00	\$20,000.00
32.	1	EA	16-Inch Butterfly Valve	\$8,500.00	\$8,500.00
33.	12	EA	Fire Hydrant Assembly including Auxiliary Valve	\$1,000.00	\$12,000.00
34.	9	EA	Salvage Existing Fire Hydrant Assembly	\$1,000.00	\$9,000.00
35.	15	EA	Cut, Cap & Abandon Existing Waterline	\$3,500.00	\$52,500.00
36.	24	EA	Water Meter Setting (2-Inch and Smaller)	\$1,300.00	\$31,200.00
37.	7,400	LF	Full Depth Class 7 Trench Backfill	\$95.00	\$703,000.00
38.	1,100	LF	2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$80.00	\$88,000.00

TABULATION OF BIDS RECEIVED SEPTEMBER 20, 2016 (CONTINUED)
CONTRACT SECTION I - 8TH STREET WATER & SEWER RELOCATIONS
(S.W. I STREET TO S.E. D STREET)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: August 2016

Company:			Kraus Construction Co., LLC			Dean Crowder Construction, Inc.		
Arkansas License No.:			P.O. Box 5170			904 SE 21st Street		
Address:			Fort Smith, Arkansas			Bentonville, Arkansas		
City, State:								
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Total Amount
39.	1,150	LF	*8-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$210.00	\$241,500.00	\$61.80	\$71,070.00	
40.	1,660	LF	*16-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$220.00	\$365,200.00	\$663.30	\$1,101,076.00	
41.	110	LF	*20-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$240.00	\$26,400.00	\$690.40	\$75,944.00	
42.	130	LF	*24-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$250.00	\$32,500.00	\$865.00	\$128,160.00	
43.	5.2	AC	Hydroseed and Mulch	\$10,000.00	\$52,000.00	\$30,040.00	\$156,208.00	
44.	550	AC	*Concrete Curb and Gutter	\$50.00	\$27,500.00	\$61.80	\$33,990.00	
45.	275	SY	*Concrete Sidewalk	\$110.00	\$30,250.00	\$147.60	\$40,590.00	
46.	50	SY	*Concrete Pavement Repair	\$130.00	\$6,500.00	\$147.60	\$7,380.00	
47.	2,600	SY	*Asphalt Pavement Repair	\$120.00	\$312,000.00	\$270.00	\$702,000.00	
48.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$150,000.00	\$150,000.00	\$124,302.00	\$124,302.00	
TOTAL BID					\$5,777,900.00		\$11,045,210.00	

*To be used if and where directed by the Engineer.

Denotes correction to submitted bid calculations.

USI Consulting Engineers, Inc.
 4847 Kaylee Avenue, Suite B
 Springdale, AR 72762

Certified Correct: Charles R. Nickle, P.E. - Arkansas No. 4544

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 Tri Star Contractors, LLC (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:

Contract Section I – 8th Street Water & Sewer Relocations (S.W. I Street to S.E. D Street) AHTD Project No. 090377

Water and sanitary sewer utility relocations and associated work on 8th Street from S.W. I Street to S.E. D Street including but not limited to furnishing and installing approximately 150 LF of 6" PVC waterline, 6,500 LF of 8" PVC waterline, 400 LF of 12" PVC waterline, 250 LF of 16" Ductile Iron waterline, 2,750 LF of 8" PVC gravity sewer line, 2,300 LF of 12" PVC gravity sewer line, 1,100 LF of 2" bore with HDPE (SDR-11) pipe encasement for water service connections, 1,150 LF of 8" direct bury steel pipe encasement, 1,650 LF of 16" direct bury steel pipe encasement, 100 LF of 20" direct bury steel encasement pipe, 112 LF of 24" direct bury steel pipe encasement 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.

	<u>Substantial Completion</u>	<u>Final Completion</u>
Contract Section I – 8 th Street Water & Sewer Relocations (S.W. I Street to S.E. D Street) (AHTD Project #090377) Sewer Lines 1A, 1C, & 1D and Water Line 2, Crossing 2-1, Water Line 3 (Sta. 0+00 to 5+46), Crossing 3-1 including connections	60 days	90 days
All other work in Contract Section I.....	335 days	365 days

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.

Days Included in Contract Times
for Normal Weather-Related Events
(On A Monthly Basis)

January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

The Contractor shall include within the Contract Times the respective number of days (as shown above for each month during the Contract) for normal weather-related events, which may cause delays in the progress of the Work, and place a sufficient work force on the project to ensure completion of the Work within the Contract Times.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the accepted Bid therefore, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

Two Million Six Hundred Thirty Nine Thousand Two Hundred Thirty Two Dollars and Seventy Five Cents
Dollar Amount Written in Words

(\$2,639,232.75).

Total in Figures

pursuant to paragraphs 4.1 and 4.2 below, adjusted as follows: Increased \$1,000.00 for each day final completion precedes the final completion calendar day total, or decreased \$1,000.00 for each day final completion exceeds the final completion calendar day total (subject to any changes in the final completion calendar day total by change order). The ultimate increase for both separate completion schedules is limited to a maximum of 50 calendar days or \$50,000.00. There is no maximum calendar day limit for exceeding the final completion calendar day total for each separate schedule.

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 \$100,000.00 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:

City of Bentonville, Arkansas

By: _____

[Corporate Seal]

Attest _____

Address for Giving Notices

117 W. Central

Bentonville, Arkansas 72712

CONTRACTOR:

Tri Star Contractors, LLC

By: _____

[Corporate Seal]

Attest _____

Address for Giving Notices

1910 Waukesha Road

Siloam Springs, Arkansas 72761



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2008 Ford F550 DRW vehicle used daily for plant and lift station pump and motor removal and maintenance. The truck was taken to McLarty Daniel Ford, the nearest certified Ford service garage where it was determined that motor replacement is the most economical option.

One time amount

☐ Continuing O and M

COST TO CITY:

Cost of this Request: \$20,313

Additional Budget Amount

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>10/25/2016</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Waiver of Bid for Engine replacement of Unit 3030-12.</u>		
Year & Model:	<u>2008 Ford F550 DRW pickup truck</u>		
Serial #	<u>1FDAF57R18EB75579</u>		
To Be Purchased From:	<u>McLarty Daniel Ford</u>		
	<u>2609 S. Walton Blvd.</u>		
	<u>Bentonville, AR 72712</u>		
Amount:	Base Amount:	\$	<u>18,550.48</u>
	Tax:	\$	<u>1,762.30</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>20,312.78</u>
* List all other costs: Shipping and handling			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Emergency repair of our 2008 Ford F550 DRW vehicle used to pull pumps and motors at lift stations. The truck was taken to McLarty Daniel, the local Ford repair shop for diagnosis. It was determined that the motor failure would be more costly to repair than to replace.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	

Memo



To: City Council, Mayor McCaslin

From: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: October 25, 2016

Re: Request for Waiver of Bid and Budget Adjustment

Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2008 Ford F550 maintenance vehicle used daily to remove plant and lift station pumps and motors for maintenance and replacement. The truck was taken to McLarty Daniel Ford in Bentonville for diagnosis; since they are the closest certified Ford repair garage. It was determined that motor replacement would be the most economical option. A budget adjustment of \$20,313.00 is required for this emergency repair.

Thank you for your consideration of this request.

Customer Number: 24665

Invoice No: 305782

INVOICE

CITY OF BENTONVILLE WASTE WATER

1901 N EAST A LINDA HENDERSON

BENTONVILLE, AR 72712

Home: 479-271-3140 Bus: 479-271-3160 Contact: 479-271-3140

Cell: 271-3160

Email:

Page 1 of 1

**McLarty Daniel**
 2609 S. Walton Blvd.
 Bentonville, AR 72712
 (479) 273-9022
 www.bentonvilleford.com

SERVICE ADVISOR: 2160 JOHN SWAIN

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	08	FORD F-550 DRW		1FDAF57R18EB75579		39531 / 39531	JS5579
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN08			17:00 23SEP16		0.00	CASH	03OCT16
R.O. OPENED		BOOKED		OPTIONS: ENG:6.4 LITER			
11:11 23SEP16		15:46 03OCT16					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER STATES CHECK ENGINE LIGHT IS ON. LOOSES POWER AFTER ENGIEN

GETS HOT. TEST DRIVE AND ADVISE

11FOZ CUSTOMER STATES ENGINE CONCERN

2088 C

3391.50 3391.50

1 8C3Z*6007*AARM REMAN ENGINE ASY

14882.36 14882.36 14882.36

3 VC*7*B ANTI-FREEZE

16.71 16.71 50.13

10 3C3Z*6379*BA BOLT - HEX.HEAD

1.67 1.67 16.70

1 7C3Z*6L612*B GASKET

9.50 9.50 9.50

2 BC3Z*8590*PA SEAL

6.42 6.42 12.84

1 BC3Z*8590*K SEAL

6.94 6.94 6.94

1 AC3Z*8286*A HOSE - RADIATOR

135.51 135.51 135.51

39531 SCAN HAS CODE NEED TO FINED NOISE ON RIGHT SIDE AND HAS MIS

FIRE ON 2,4,6 AND LOW COMPRESSION ON 3 matel in oil remove freon remove

coolant and remove cab. replace engine and install all parts removed

hook up wire to boom evac and recharge a/cfill all test drive

CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER

45.00

Disclaimer of Warranties		Environmental Compliance Charge		DESCRIPTION	TOTALS
As is, the only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties either express or implied including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income or any other incidental damages. Not responsible loss of damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control. I acknowledge receipt of the Parts and Labor Listed.		Maintaining and repairing your car inevitably involves the use of chemicals and generation of wastes (solvents, oils, caustics, lead, asbestos, etc.) that must be stored, managed and disposed of in strict compliance with federal, state and local environmental regulations. We support these regulations and also believe our customers do too because they help ensure a safer, healthier environment for everyone. Complying with these regulations increases the cost of service. Ordinarily increased costs simply result in an increased hourly labor charge. This dealership has decided in lieu of raising its labor rate, to list a compliance charge on appropriate service bills because we believe our customers would be interested to know they are helping to pay for a cleaner environment.		LABOR AMOUNT	\$ 3391.50
				PARTS AMOUNT	\$ 15113.98
				GAS, OIL, LUBE	\$ 0.00
				SUBLET AMOUNT	\$ 0.00
				MISC. CHARGES	\$ 45.00
				TOTAL CHARGES	\$ 18550.48
				LESS INSURANCE	\$ 0.00
				SALES TAX	\$ 1762.30
Conveniently schedule your next appointment online at www.lendersmclarty.com . Select Jeep and hover over parts & service and schedule service.		Business Hours: M-F 7AM to 6PM Sat 7AM to 4PM		PLEASE PAY THIS AMOUNT	\$ 20312.78

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CUSTOMER RELATIONS COPY

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE EMERGENCY REPAIR OF A VEHICLE FOR THE CITY OF BENTONVILLE WASTEWATER 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 with McClarty Daniel Ford for the emergency repair of a 2008 Ford F550 DRW vehicle assigned to the Wastewater Department, in an amount not to exceed \$20,313.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because McLarty Daniel Ford is the local certified Ford repair garage for this area, 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 #	16-37
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Award Competitive Formal Bid #16-37 to the lowest bidder for the purchase of specific items of police vehicle equipment to be used to outfit seven (7) 2016 Chevrolet Tahoe that were recently purchased. Fleet Safety of North Little Rock provided the lowest bid on items numbering 1-7 and Jotto Desk of Rogers provided the low bid for items numbering 8-18. See attached breakdown for item description, quantity, and cost.

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



PURSUIT VEHICLE EQUIPMENT BID #16-37

VENDOR	ITEM #1	#2	#3	#4	#5	#6	UNIT PRICES			
							#7	#8	#9	#10
Jotto Desk								\$ 249.38	\$ 266.18	\$ 249.50
Turn Key								\$ 291.77	\$ 311.43	\$ 291.91
CAP Fleet Upfitters	\$ 1,790.00	\$ 157.50	\$ 355.00	\$ 225.68	\$ 61.88	\$ 93.90	\$ 450.00	\$ 265.00	\$ 298.50	\$ 289.50
FLEET	\$ 1,541.44	\$ 125.32	\$ 214.17	\$ 197.62	\$ 45.80	\$ 69.43	\$ 437.91	\$ 265.29	\$ 283.16	\$ 265.42

BID AWARD DISTRIBUTION:

Jotto	
Turn Key	
Fleet	
Cap Upfitters	\$ -

PURSUIT VEHICLE EQUIPMENT BID #16-37 cont'd

	#11	#12	#13	#14	#15	#16	#17	#18
Jotto Desk	\$ 360.00	\$ 475.00	\$ 280.00	\$ 525.00	\$ 570.00	\$ 146.40	\$ 45.60	\$ 55.68
Turn Key	\$ 438.75	\$ 555.75	\$ 327.60	\$ 22.49	\$ 598.50	\$ 153.72	\$ 61.75	\$ 67.86
CAP Fleet Upfitters	\$ 401.00	\$ 540.00	\$ 325.00	\$ 565.00	\$ 625.00	\$ 241.10	\$ 54.50	\$ 67.00
FLEET	\$ 382.97	\$ 505.31	\$ 297.86	\$ 558.50	\$ 606.37	\$ 155.74	\$ 48.51	\$ 59.23



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of a Resolution to enter into a Memorandum of Understanding (MOU) with Watershed Conservation Resource Center (WCRC) for data collection, design services and project management for the Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas for a sum not to exceed \$372,150.00.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Monday, October 17, 2016

Re: City Council approval of a Resolution to enter into a Memorandum of Understanding (MOU) with Watershed Conservation Resource Center (WCRC).

Little Sugar Creek, one of the City of Bentonville's major waterways that drains into Lake Bella Vista, was selected to undergo a partial stream restoration. This restoration will result in a stable stream system and improved water quality, as well as enhanced aquatic habitat and aesthetic values. Along with the stream restoration, a wetland will be created close to the project site.

Recently, the City of Bentonville was approved for a U.S. Environmental Protection Agency (EPA) Regional Wetlands Program Development Grant (WPDG) and a Walton Family Foundation (WFF) grant for a sum of \$560,000.00 for use on the Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas project which funding was approved by City Council on September 27th, 2016 (Resolution No's 9-27-160B and 9-27-16C).

Staff is seeking a Resolution allowing the Mayor to enter into a Memorandum of Understanding with WCRC for services described in the MOU, EPA Grant, and proposal.

Staff recommends the MOU as written.

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

MEMORANDUM OF UNDERSTANDING
Between
Watershed Conservation Resource Center
And
City of Bentonville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center hereinafter referred to as WCRC and the City of Bentonville (CITY OF BENTONVILLE).

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF BENTONVILLE, who applied together and have received an EPA Regional Wetlands Program Development Grant to conduct the project entitled, "Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas." The CITY OF BENTONVILLE, the award recipient, and the WCRC, sub-grant recipient, will work to achieve the common goal of restoring an unstable section of Little Sugar Creek to a morphologically stable form utilizing a natural channel design approach that includes the restoration of a wetland area.

The CITY OF BENTONVILLE in partnership with the Watershed Conservation Resource Center (WCRC) proposes to implement an urban stream restoration demonstration project on Little Sugar Creek using a natural channel design approach in Bentonville, AR. The project includes restoring a large saturated area on the flood plain, currently being mowed, to a herbaceous wetland that will provide biological habitat and filter urban pollutants. Little Sugar Creek flows through a natural area and park owned by the CITY OF BENTONVILLE and frequented by the community because of the extensive walking trail. Little Sugar Creek is a headwater stream within the Elk River watershed, which crosses into Missouri, just north of the project site. Such cooperation will serve the parties' mutual interest. The project description, schedule of activities, budget, and roles and responsibilities of the WCRC and the CITY OF BENTONVILLE can be found in the attached work plan.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

Traditional methods of managing stormwater in our cities result in environmental degradation of our streams and watersheds. Over the past 30 years, Northwest Arkansas' population more than tripled exceeding 500,000 people. Both forested and agricultural lands have been converted to urban areas, increasing the amount of impervious surfaces. The increase in runoff from impervious surfaces has intensified the magnitude and frequency of high flow events in urban streams, which in turn, increases erosion of stream channels. These conditions have resulted in Little Sugar Creek undergoing channel enlargement along with accelerated streambank erosion. At the project site there are vertical cut-banks eroding park land and threatening the newly developed trail system. In addition, accelerated streambank erosion contributes sediment and nutrients to the stream. The WCRC will use a natural channel design approach, which is an

innovative technique to design and construct a stream restoration that will reduce instability, reduce sediment and nutrient loads, and enhance the aquatic habitat for approximately 1,500-foot section of Little Sugar Creek. The design will include constructing small floodplains, rock structures that deflect flow away from banks, toe-wood structures, and/or the development of defined riffles and pools. Restoration of a wetland area will also reduce lawn maintenance at the site. A re-vegetation plan will be developed that encourages the growth of native species and plant selection will be based on recommendations from local plant and ecosystem experts. The stream corridor will be re-vegetated with native grasses, shrubs, and trees to enhance the native vegetation, reduce soil erosion, and to improve the removal of pollutants from stormwater runoff.

The WCRC strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. Implementing a natural channel design demonstration project on a section of stream within the CITY OF BENTONVILLE limits helps the CITY OF BENTONVILLE to meet multiple local and regional objectives relating to stream channel instability, water quality, and ecological services. This is of benefit to the CITY OF BENTONVILLE because the effort will lead to both aquatic and terrestrial habitat restoration, improved water quality, reduced streambank erosion, and improve aesthetics of the stream within the limits of the CITY OF BENTONVILLE. This effort will also help to promote the use of alternatives to traditional channel modifications in urbanizing areas.

The project will help to demonstrate a stream restoration that will enhance the local ecosystem within an urban environment. Benefits of the project include:

- The restoration design will help to dissipate energy from stormwater runoff; thereby, reducing streambank erosion. The water quality of Little Sugar Creek will be improved by reducing sediment and nutrient annual loads from the project site by over 80%.
- The riparian buffer improvements and the restoration of a wetland area will enhance the infiltration of rain water, help to remove pollutants, and reduce stormwater runoff.
- The stream restoration will result in improved riffle-pool bed features, which will help to increase water retention and aeration resulting in better assimilation of nutrients.
- The channel will be restored to a natural hydrology and channel enlargement will be reduced resulting in enhanced aquatic and terrestrial habitat.
- The aesthetics of the park will be improved.
- The site will provide education opportunities for alternative design methods to address urban stream erosion with a focus on ecological restoration, enhancement, and sustainability.

In consideration of the above premises, the parties agree as follows:

C. THE WCRC:

1. Shall provide project management, engineering, revegetation/maintenance, materials procurement, construction oversight, and other activities the attached project workplan.
2. Shall coordinate and carry-out activities associated with the project as outlined in the attached work plan as Tasks 1-5 and assist the CITY OF BENTONVILLE on their designated sections as shown in Tasks 2-6.
3. Shall provide method and summary to document environmental outputs and outcomes.
4. Shall provide a method for the CITY OF BENTONVILLE to document their activities and show matching funds.

5. Shall submit payment requests no more frequently than on a monthly basis.
6. Shall provide documentation of \$10,000 in-kind match from outreach activities.

D. THE CITY OF BENTONVILLE:

1. Shall coordinate all activities within the CITY OF BENTONVILLE Divisions and Departments and between the CITY OF BENTONVILLE and the WCRC
2. Shall coordinate and carry-out activities as outlined in the attached work plan as Task 6 and designated sections of Tasks 2-5.
3. Shall administer grant and oversee the budget & procurement of construction contractor.
4. Shall pay to the sub-grant recipient, the WCRC, a sum not to exceed \$372,150 as outlined in the budget section of the attached work plan. This amount is included in the overall project budget of \$560,000.
5. Shall provide review and input into the final restoration design.
6. Shall oversee activities at the park and coordinate staff as needed for implementation.
7. Shall provide documentation of all project activities and associated matching funds.
8. Recognizes that their participation is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration. Non-performance of any of the CITY OF BENTONVILLE's activities would be detrimental to the success of this project. This agreement indicates the CITY OF BENTONVILLE's good faith intent to fulfill their agreed upon roles as outlined in the attached workplan to the successful completion of the project.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF BENTONVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF BENTONVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope, price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF BENTONVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.
4. INDEMNIFICATION. The WCRC agrees to indemnify and save harmless the CITY OF BENTONVILLE from and against any loss, claim, damage, cost or expense (including reasonable attorney's fees) suffered or incurred by CITY OF BENTONVILLE (a) by reason of any injury to person or damage to property on or about the Property to the extent caused by the WCRC, its employees, agents, or contractors, entering or conducting Project activities upon CITY OF BENTONVILLE property included in this Project; (b) resulting from acts by the

WCRC in connection with the maintenance of the project on CITY OF BENTONVILLE Property; and (c) and for any acts or negligent omissions by the WCRC on the Project Property; except for any loss, claim, damage, cost or expense suffered or incurred as a result of negligence or the intentional misconduct of the CITY OF BENTONVILLE or CITY OF BENTONVILLE's employees, agents or invitees.

5. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for the life of the project.

6. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
E-mail: wrcr@watershedconservation.org

Ben Peters, P.E., CFM, City Engineer
City of Bentonville
305 S.W. "A" Street
Bentonville, Ar. 72712
Phone: (479) 271-5993
E-mail: bpeters@bentonvillear.com

Bryan Wick, CPESC, CFM, Engineering Project Manager
City of Bentonville
Phone: 479-271-3168
E-mail: bwick@bentonvillear.com

7. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

_____, 2016
Date

Bob McCaslin, Mayor
City of Bentonville

_____, 2016
Date

Proposal Narrative

A. Cover Page

Project Title: Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas

Track II Application – Prefer FY16

Core Elements: Monitoring and Assessment and Voluntary Restoration and Protection

Actions: 1. Identify program decisions and long term environmental outcome(s) that will benefit from a wetland monitoring and assessment program, 2. Consider watershed planning, wildlife habitat, and other objectives when developing your selection process restoration/protection sites, 3. Establish partnerships to leverage additional protection, 4. Increase wetland acreage through restoration (re-establishment), and 5. Monitor restoration sites to ensure that they are implemented and managed correctly and linked to relevant watershed planning efforts.

Name of Applicant: City of Bentonville, Arkansas, DUNS #0756632370000

Key personnel and contact information:

Ben Peters, P.E., City of Bentonville, Engineering, bpeters@bentonvillear.com, (479) 271-5993

Sandi Formica, WCRC, formica@watershedconservation.org, (501) 352-5252

Geographic Location: Bentonville, Benton County, Arkansas; Elk River Watershed: HUC 11070208; working in: 12-digit HUCs: 11070208-0201; 11070208-0202; 11070208-0203

Total Project Cost: \$560,000, **Federal Dollars Requested:** \$300,000, **Match:** \$260,000

Abstract/Project Summary: The City of Bentonville (City) in partnership with the Watershed Conservation Resource Center (WCRC) proposes to implement an urban stream restoration demonstration project on Little Sugar Creek using a natural channel design approach in Bentonville, AR. The project includes restoring a large saturated area on the flood plain, currently being mowed, to a herbaceous wetland that will provide biological habitat and filter

urban pollutants. Little Sugar Creek flows through a natural area and park owned by the City and frequented by the community because of the extensive walking trail. Little Sugar Creek is a headwater stream within the Elk River watershed, which crosses into Missouri, just north of the project site, where the Elk River is on the Missouri 303(d) list of impaired waters. Stream morphology data will be collected, a site restoration plan will be developed, the restoration will be constructed, the site will be monitored for effectiveness, and results will be incorporated into local watershed planning. The restoration plan will cover approximately 1,500 ft of stream and up to 2 acres of wetlands. Innovative approaches will be used to address severe streambank erosion that is contributing excessive amounts of sediment and Total Phosphorus (TP) to Little Sugar Creek, while restoring aquatic and terrestrial habitat and establishing a stable channel form. A re-vegetation plan will be developed that encourages the growth of native species at the stream and wetland restoration sites. Annual sediment and TP loadings will be reduced by 80%.

Section B: Project Description: The City of Bentonville (City) in partnership with the Watershed Conservation Resource Center (WCRC) proposes to implement an urban stream restoration using a natural channel design approach that includes the development of wetlands in Bentonville, Arkansas. Little Sugar Creek flows through a natural area with walking trails owned by the City (Section 5, Attachment 1) and is a major tributary of the Elk River watershed that lies in both Arkansas and Missouri. The Elk River is a Missouri 303 (d) listed stream, and Little Sugar Creek is considered a significant source of sediment and nutrients. The watershed area at the proposed site is 86 mi², making it an exceptionally large urban stream for the area with unstable streambanks as high as 14 feet. The unstable reach contributes excessive amounts of sediment and nutrients to Little Sugar Creek and the Elk River watershed. In the adjacent flood plain, a wet depression lacks wildlife habitat and pollutant removal ability because it is maintained as a turf lawn (Section 5, Attachment 2). The urban stream restoration will

demonstrate innovative approaches to address severe streambank erosion within a 1,500 ft section of stream, while restoring aquatic and terrestrial habitat and establishing a sustainable, natural geomorphological form to Little Sugar Creek. Creating an herbaceous marsh from an artificial wet depression with no wildlife value will demonstrate the beneficial use and beauty of wetland areas to provide unique habitat in an urban environment, while reducing urban contaminants through filtration and runoff attenuation. Both of these sites are adjacent to a popular trail system and Highway 71, making the project an ideal location to demonstrate natural channel restoration approaches and creation of wetland habitat from maintained turf grasses.

Traditional methods of hardening stream channels with concrete and rip-rap, diverting flow from impervious surfaces to our stream systems, clearing riparian vegetation and filling wet depressions have been common practices for decades in our cities resulting in environmental degradation of urban streams and wetlands. Over the past 30 years, Northwest Arkansas' population tripled to approximately 400,000. The changes in hydrology have resulted in Little Sugar Creek undergoing channel enlargement along with accelerated streambank erosion. At the project site there are numerous vertical cut-banks eroding park land (Section 5: Attachment 2) that contribute sediment and nutrients to the stream. The WCRC will use a natural channel design approach which is an innovative technique to design and implement a stream restoration plan that will reduce instability, reduce sediment and nutrient loads, and enhance aquatic habitat. The wet depression will be transformed, through vegetation management by eliminating mowing, removing invasive vegetation, and introducing native wetland and flood plain species of plants, to herbaceous wetlands, unique ecological systems that have declined dramatically from their historical abundance. The riparian areas along the stream channel will be re-vegetated with native grasses, shrubs, and trees to enhance the native vegetation, reduce soil erosion, and to improve the removal of pollutants from runoff.

The project will demonstrate stream restoration methods that will enhance local ecosystem services within an urban environment. Effective demonstration of these methods may encourage greater public and private funding of similar projects. Within 4 miles of the site, wet prairie ecosystems flourished during pre-settlement times, with some remnants still found today. Native plant selection will be based on these natural features. Benefits of the project include:

- The restoration design will help to dissipate energy from urban runoff; thereby, reducing streambank erosion and sediment and nutrient loads by over 80%.
- The buffer improvements along the stream and the establishment of a herbaceous wetland will enhance the rainwater infiltration, help to remove urban pollutants, and reduce runoff.
- Channel enlargement will be reduced resulting in enhanced aquatic and terrestrial habitat.
- The highly visible demonstration site will provide education opportunities to local schools and professionals including civil and environmental engineers, landscape architects, and developers on 1) the use of alternative design methods to address urban stream erosion with a focus on ecological restoration, enhancement, and sustainability, and 2) incorporating natural wetland systems into urban landscapes to provide habitat and filter pollutants.

Outreach events will be conducted with local watershed groups, schools and the general public to assist with vegetation establishment, maintenance, and invasive species removal. The project will be monitored for success for a minimum of two years to demonstrate effectiveness of the techniques used. This demonstration project has developmental and program building activities outside the scope of existing regulatory requirements.

1. Program Priorities: Track Two: The proposed project falls under two Core Elements: *Monitoring and Assessment* and *Voluntary Restoration and Protection*. The action under *Monitoring and Assessment* is 'identify program decisions and long term environmental outcome(s) that will benefit from a wetland monitoring and assessment program.' The results of

this project can be used to evaluate other potential sites for restoration and begin to establish baseline conditions of both urban wetlands and streams. The information and knowledge gained from this project will be used by the City when evaluating future development projects. Information on contaminant load reduction from stream restoration will be tied to the broader watershed planning efforts. The first action under *Voluntary Restoration and Protection* is under Objective 1 '*consider watershed planning, wildlife habitat, and other objectives when developing your selection process restoration/protection sites.*' The site selected for restoration ties into regional watershed planning efforts that cross into Missouri. In addition, EPA accepted watershed plans for the Illinois River and Beaver Lake, adjacent watersheds where many local residents either live, work, and/or recreate. Both plans emphasize the need to improve water quality through riparian enhancement and preservation and reduction of sediment and nutrient loadings through streambank restoration. Both the stream and wetland restorations will serve as examples of innovative techniques used to create ecological services for the region. The second action is Objective 2, '*establish partnerships to leverage additional protection.*' Results of this project will be shared with Illinois River and Beaver Lake watershed groups along with watersheds in both Oklahoma and Missouri through our partner organizations to encourage similar restoration and protection measures in these watersheds. Objective 3, '*increase wetland acreage through restoration (re-establishment).*' The project will result in restoration of 1,500 feet of an 86 mi² urban stream with cut-banks ranging from 10 to 14 feet along with up to 2 acres of wetlands. The third action is Objective 4 '*monitor restoration sites to ensure that they are implemented and managed correctly and linked to relevant watershed planning efforts.*' Both the stream and wetland restorations will be monitored and the data will be used to implement adaptive management strategies during the project period and improve restoration techniques for the area. This information will be incorporated into local watershed plans through the project

partners. In addition, erosion data and sediment and nutrients loadings will be used to help determine the success of the stream restoration and compared to goals set forth in local watershed plans.

2. Description of Need: Since 1990, Bentonville's population has increased nearly four-fold. According to the US Census, Bentonville and surrounding communities in Benton County are second in growth for Arkansas and among the 100 fastest growing counties in the United States, making it an ideal site to demonstrate innovative techniques for addressing channel enlargement as an alternative to traditional engineering approaches. These treatments often address a singular concern but generally, do not improve aesthetics, decrease biodiversity, are not necessarily sustainable, and can move localized problems to downstream property owners. A stream restoration project using a natural channel design is a progressive approach that will resolve the effects associated with channel enlargement, while improving water quality and achieving many socially and ecologically beneficial objectives. The development of an herbaceous wetland from a wet depression and that is expensive to maintain is a unique approach to providing green infrastructure services, such as improved pollutant removal through filtration and attenuation of runoff, while providing habitat for species that require open wetlands, a habitat that has seen dramatic declines locally. The herbaceous wetland will support an open wetland plant community and will provide food and cover resources for marsh and wading birds identified as species of greatest conservation need in the Arkansas Wildlife Action Plan. There is not a project in Bentonville to date that demonstrates either of these innovative techniques. The high visibility of the site creates opportunities to present the importance of wetlands and their functions in ecosystems. Presentation of the results can encourage the inclusion of stream and wetland protection along with restoration as part of local and state government programs.

3. Project Tasks: The project tasks are summarized as follows:

Task 1: Development of Quality Assurance Project Plan (QAPP). A QAPP plan will be developed to assure quality data collection. Responsible: WCRC **Deliverable:** *Approved QAPP*

Task 2: Site Monitoring and the Collection of Pre and Post Implementation Data. 1) An inventory of channel and wet depression conditions prior to restoration will be conducted to estimate sediment and nutrients loads from streambank erosion and existing wetland condition; 2) Establish sites for measuring bank profiles and collect data before and after restoration; 3) Conduct biological assessment before and after restoration. Responsibility: WCRC - 1) and 2) & Applicant - 3). **Deliverables:** *Inventory, sediment and nutrient loads, and assessment results.*

Task 3: Development of Restoration Design. A stream restoration plan using a natural channel design approach will be developed by 1) Conducting site survey; 2) Developing restoration site plan that includes the wetland design; 3) Developing re-vegetation plan; 4) Developing construction drawings; 5) Obtain Corps 404 permit to the USACOE. 6) Performing flood plain analysis. Responsibility: WCRC – 1) – 5) & Applicant - 6). **Deliverables:** *Restoration design report, re-vegetation plan, “No-Rise” letter, 404 permit application*

Task 4: Construction of Restoration Design. 1) Purchase of construction materials and select construction contractor; 2) Prepare site for construction, including installation of safety fence, delivery of materials and equipment, removal of invasive plant species, and stake site plan elevations; 3) Construction oversight and construction of the stream channel, structures, floodplains, and wetlands; and 4) Building soil mattresses and re-vegetation. Responsibility: WCRC - 2), 3) and 4) & Applicant - 1). **Deliverables:** *Implementation Summary*

Task 5: Technology Transfer and Outreach. 1) Provide ten or more field tours to individuals or groups of developers, city planners, local decision makers, and/or environmental professionals; 2) Incorporate project information into workshops and courses; 3) host three planting and/or invasive removal events; and 4) Develop and install signage that provides access to bilingual

audio information on habitat and species. Responsibility: Applicant and WCRC. **Deliverables:**

Outreach activities summary

Task 6: Administrative and Reporting. The applicant will provide project oversight and develop

1) quarterly reports and 2) a final report. **Deliverables:** *Quarterly and Final Reports*

4. Milestone Schedule:

Milestone/Task	Start Date	End Date	Product
1: Develop QAPP	07/15/16	09/15/16	Approved QAPP
2: Site Monitoring			
1) Inventory Channel Condition	09/15/16	12/15/16	Inventory results
2) Estimate Erosion Rates	09/15/16	06/30/19	Loading estimates
3) Conduct Biological	09/15/16	06/30/19	Assessment results
Assessment	09/15/16	06/30/19	Species summary
4) Evaluate plant species			
3: Restoration Design Development			
1) Site Survey	09/15/16	12/15/16	Site Condition
2) Develop Site Plan	12/15/16	05/15/17	Restoration layout
3) Develop Re-vegetation Plan	09/15/16	05/15/17	Re-vegetation plan
4) Develop Construction	12/15/16	05/15/17	Construction drawings
Drawings	05/15/17	07/15/17	Letter of "No-Rise"
5) Obtain necessary permissions			
4: Construct Restoration	07/15/17	10/31/17	Summary of construction
5: Outreach	07/15/17	12/31/18	Summary of activities
6. Reporting - Quarterly Report	07/15/16	10/31/19	Progress report
Final Report	09/15/19	11/30/19	Final report

5. Detailed Budget: If the applicant receives an award, the sub-award/sub-grant will be properly awarded consistent with the applicable regulations in 40 CFR Parts 30 or 31. The applicant will also follow all appropriate procurement standards as required by EPA. The overall project budget

is summarized in the table below. The award recipient will administer the grant and procure services. The sub-award recipient, the WCRC, will execute major project tasks associated with this proposal, because of their unique expertise in the area of natural channel design stream restoration and stream assessment. Their budget is shown on line “h. Other: WCRC” in the budget table below. The primary responsibilities of the WCRC are outlined in Section B.3. Contractual services include hydraulic modeling (estimated \$10,000), biological assessment (estimated \$10,000), wetland plant expertise (\$5,000), invasive plant removal – includes 1 control burn (\$7,000) and streambank material analyses (\$3,000).

The federal, non-federal, and total cost for each project task identified in Section B.3 are:
 Task 1.Develop QAPP (F-\$5,000, NF-\$0, T-\$5,000); Task 2.Site Monitoring (F-\$40,000, NF-\$10,000 T-\$50,000); Task 3.Restoration Design Development (F-\$50,000, NF-\$10,000, T-\$60,000); Task 4.Construction (F-\$175,000, NF-\$220,000, T-\$395,000); Task 5.Outreach (F-\$15,000, NF-\$10,000, T-\$25,000); and Task 6.Reporting (F-\$15,000, NF-\$10,000, T-\$25,000).

Object Class Cat.	<i>Project Budget</i>			<i>“Other” Budget</i>		
	Federal	Non-Federal	Total	Federal	Non-Federal	Total
a. Personnel	\$0	\$0	\$0	\$45,000	\$80,000	\$125,000
b. Fringe	\$0	\$0	\$0	\$17,550	\$31,200	\$48,750
c. Travel	\$2,850	\$0	\$2,850	\$11,000	\$0	\$11,000
d. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$63,127	\$67,898	\$131,025
f. Contract	\$0	\$35,000	\$35,000	\$0	\$0	\$0
g. Construction	\$140,000	\$0	\$140,000	\$0	\$0	\$0
h. Other	\$156,972	\$225,178	\$382,150	\$0	\$10,000	\$10,000
i. Total Direct	\$299,822	\$260,178	\$560,000	\$136,855	\$188,920	\$325,775
j. Indirect	\$0	\$0	\$0	\$20,295	\$36,080	\$56,375
k. Totals	\$299,822	\$260,178	\$560,000	\$156,972	\$225,178	\$382,150

Match for this project is in the form of cash and in-kind services provided by the applicant and outreach volunteers. The applicant will provide \$250,000 cash match that will be used for procurement of materials (rock, plants, erosion control, etc.) and for hiring a construction contractor needed for the implementation of the restoration design. An additional \$10,000 of in-kind match will be generated through volunteer activities associated with the project.

6. Transfer of Results: Technology and information gained from this project will be transferred through the following mechanisms. Results will be integrated into local workshops and regional presentations at forums typically attended by representatives from state/tribes/local government wetland programs in surrounding states. In addition, one-on-one tours and group tours of the site following restoration will be given by both City and WCRC staff to individuals from local community organizations, government offices, and private companies including contractors, environmental professionals, developers, community leaders, city planners and engineers, conservation district staff, private landowners, landscape architects, civic leaders, and government agency staff. For the general public, high school and university students, outdoor events involving hands-on activities, such as planting native vegetation will be organized. A fact sheet will be developed and articles will be published in newspapers, newsletters, and web sites.

7. Outputs, Outcomes, and Tracking:

i. Stated Objective/Link to EPA Strategic Plan - The project objectives are:

- Increase ecological services to the community by using new and innovative methods to restore a section of Little Sugar Creek and an adjacent wetland
- Improve water quality by reducing water pollution, specifically, sediment, phosphorus, and nitrogen loadings to Little Sugar Creek and the Elk River watershed
- Enhance riparian corridor, terrestrial habitat, and aquatic habitat
- Develop herbaceous wetlands and enhance native plant species in an urban area

- Provide outreach on urban stream stability, natural channel restoration, and wetland function

These objectives are directly linked to EPA's Strategic Plan, Goal 4: Healthy Communities, Objective 4.3: Restore and Protect Ecosystems, Sub-Objective 4.3.1: Increase Wetlands. The restoration of the stream, its corridor, and the development of wetlands is a comprehensive approach to restoration of urban streams and wetland areas. Conducting this project in an urban setting demonstrates these progressive techniques in a highly visible location. The general public's appreciation of this approach will encourage planners, local decision makers, and other cities in this fast growing region to begin to incorporate these restoration techniques to address similar problems on a watershed scale. The project promotes healthier communities, working with partners within the community, and wetlands will be created.

ii. Results of Activities (Outputs) - The expected environmental outputs are 1) development of a 1,500 ft stream restoration site to demonstrate the effectiveness of the natural channel design approach as an urban stream restoration technique; 2) development of up to 2 acres of wetlands that demonstrates the use of wetlands with native plants in an urban area to help retain and filter runoff; 3) development and dissemination of information that will contribute to a broader understanding of stream and wetland systems locally and statewide; and 4) development of monitoring data to demonstrate the effectiveness of stream and wetland restoration projects. These outputs are linked to the EPA Strategic Plan because through this project an ecosystem will be restored using an integrated and comprehensive approach and partnerships.

iii. Anticipated Environmental Improvements (Outcomes) – The expected environmental outcomes from this project are 1) reduced sediment, nitrogen, and phosphorus loadings from accelerated stream bank erosion by over 80%; 2) increased understanding of the function herbaceous wetland in an urban environment; 3) improved aquatic communities; 4) increased quantity of wetlands; and 5) increased understanding of using natural materials and design

approaches to improve urban stream water quality. These outputs are linked to the EPA Strategic Plan because wetlands will be created and communities will be healthier. Outcomes 1) through 4) will be tracked using the monitoring plan described in this proposal. Baseline conditions will be established by collecting data prior to restoration. Item 5) will be tracked by providing questionnaires to tour participants before and after and then comparing the results.

8. Programmatic Capability/Technical Experience/Qualifications:

i. Experience The *City of Bentonville* has been a regional leader in implementing beneficial environmental programs in the area of energy conservation and green building. The City's Residential Energy Audit Program is an integral step to assess energy consumption in a home. In 2009, the City was the first community in Arkansas to adopt the National Green Building Standard to serve as a model for other Arkansas cities. Program provides criteria for rating the environmental impact of design and construction practices to achieve conformance with specified performance levels for green residential buildings. In 2009, the City completed the process of converting all traffic signals in the City from incandescent halogen bulbs to LED because it uses approximately 10% of the energy. And the City's most recent conservation effort to increase the number of trees was acknowledged when they received a City of Distinction Award from Arkansas Business in 2014 for its Tree Planting Blitz.

The *Watershed Conservation Resource Center (WCRC)* is a 501(c) (3) non-profit organization whose mission is to protect, conserve, and restore natural resources. The co-founders and principals of the WCRC, Sandi J. Formica and Matthew Van Eps, have extensive backgrounds and are leading regional experts in watershed management, watershed assessment, stream stability analysis, natural channel restoration design and the utilization of GIS for inventory and evaluation of natural resource condition. The staff has a broad range of experience

with the watershed approach and has spent many years working throughout Arkansas on a variety of watershed issues. The WCRC is housed in Fayetteville, Arkansas.

The WCRC is engaged in several watershed assessment and stream restoration projects. The WCRC has received funding for and successfully implemented the design of several stream restoration projects in northwest Arkansas (Section 5, Attachment 3). The WCRC is currently engaged in projects that assess stream stability and include measurement of lateral erosion rates for developing streambank erosion prediction curves for various fluvial systems in Arkansas. More information on the WCRC and staff resumes' can be found in Section 5: Attachment 4.

ii. Staffing Information - The following staff will have primary roles and responsibilities in implementing this project. Resumes and other information are in Section 5: Attachment 4.

- ***Ben Peters, P.E., City of Bentonville, Engineering Division*** – Ben is the City Engineer. He will be the Project Coordinator, coordinating all activities within the City Divisions and with the WCRC along with the other project partners. He will oversee the budget and HEC-RAS modeling. Ben will review and provide input into the final restoration design.
- ***Parks and Recreation Department Staff, City of Bentonville*** – several staff will assist with the construction of the restoration by providing 1) input and review into the re-vegetation plan, 2) assistance in the removal of vegetation and invasive species to prepare the site for construction, 3) provide assistance and necessary equipment to move dirt, rock, and other materials on site, and 4) assistance with preparation of volunteer planting days.
- ***Sandi Formica, Watershed Conservation Resource Center*** – Sandi will be the Project Manager. She will be responsible for overseeing the data collection, design development, overall construction of the stream and wetland restoration, and the monitoring plan. She will work with partners to develop the re-vegetation plan, the wetland design, and outreach.

- **Matthew Van Eps, P.E., Watershed Conservation Resource Center** – Matthew will be the Project Engineer. He will be responsible for the development of the stream restoration design, obtaining permits and authorizations, construction oversight, and collection of all data.

9. Partnership Information - The following organizations have agreed to participate as partners and will provide assistance to the project:

- **Illinois River Watershed Partnership** will participate in outreach activities and help coordinate volunteer events. They will help to transfer project results to other watershed groups.
- **Multi-Basin Regional Water Council** will participate in outreach activities, help with the volunteer planting days, and assist with the transfer the project results to watershed groups.

10. Past Performance –The City has successfully managed several water related federal Community Development Block Grants for over \$600,000 associated with improving the waste water treatment plant from 2006 through 2012 including 1) completed an improvement project that correctly directs stormwater to minimize erosion; 2) purchased a UV disinfection standby generator to disinfect wastewater stream during power outages; 3) installed a 6,650 gallon liquid Alum storage tank to reduce phosphorus in discharge; and 4) made \$1.3 million in modifications to address phosphorus removal.

In partnership with the City of Fayetteville, the WCRC completed FY09 EPA Wetlands Program Development Grant to demonstrate the implementation of an urban stream restoration using natural channel design techniques and creating wetland areas. The 1,600 ft project has been successful in enhancing habitat, stabilizing streambanks, and protecting City Park and private property during catastrophic flooding in 2011. A final report showing the complete transformation of the site was submitted to EPA. Photographs showing before and after restoration can be found in Section 5, Attachment 3. The WCRC has successfully completed the following EPA Section 319 grants administered under ANRC: Design and implement stream

restoration using a natural channel design approach— 1,200 ft Niokaska Creek at Gully Park (2009), 1,800 ft West Fork White River at Brentwood (2010), 1,000 ft White River near Fayetteville (2011), 1,200 ft Mullins Creek at University of Arkansas Campus (2012), and 4,200 ft West Fork White River at the Fayetteville Airport (2014). The WCRC successfully managed these projects and met all reporting requirements. Environmental outputs were the WCRC designed & constructed a natural channel that reduced channel instability, reduced sediment and nutrient loads, and enhanced the aquatic/terrestrial habitat. Environmental outcomes were met - sediment, t. phosphorus, and t. nitrogen loadings were reduced by 96%, 95%, and 94%, respectively. In 2010, the WCRC completed the EPA Agreement #AW832239-03, Mid-South Watershed Training Program in which watershed-based training was developed and conducted. The environmental output was over 700 students attended 17 training courses. An outcome of over 80% of participants found the course attended useful. A summary of WCRC projects can be found in Section 5, Attachment 4.

C. Restoration Demonstration Project Information - Based on locally developed streambank erosion prediction curves and existing stream conditions, the vertical cut-banks (10 – 14 feet tall) at the site erode an average of 0.7 feet per year. Preliminary sediment, phosphorus, and nitrogen estimated annual loadings are 436,000 lbs/yr, 118 lbs/yr, and 377 lbs/yr, respectively. Initial post-restoration monitoring is included in this project. Sediment and nutrient load reductions will be estimated by installing toe pins on restored banks and measuring erosion rates annually. This data will be used along with existing local data collected to calculate contaminant loads. Also, a biological assessment will be conducted following implementation. The site will also be photo-documented throughout the project. The long-term monitoring and maintenance will be funded by the City and conducted by the WCRC. The restoration of the wetland will replace managed turf areas. The native vegetation will help to improve water retention at both the

stream and wetland restoration and will improve infiltration and increase subsurface flow to the stream helping to offset the effects of heat stress and storm intensity. The following permissions will need to be obtained: 1) USACE Section 404 permit; 2) letter of “no rise” in the 100 year flood elevations; and 3) ADEQ temporary authorization.

D. Quality Assurance / Quality Control -The applicant will be collecting environmental data to determine streambank erosion rates and sediment and nutrient delivery, assess the biological condition of the stream, and to develop the restoration design. In order to comply with Quality Assurance and Quality Control (QAQC) requirements, the applicant will develop and submit within the first three months of the project period, a Quality Assurance Project Plan (QAPP).

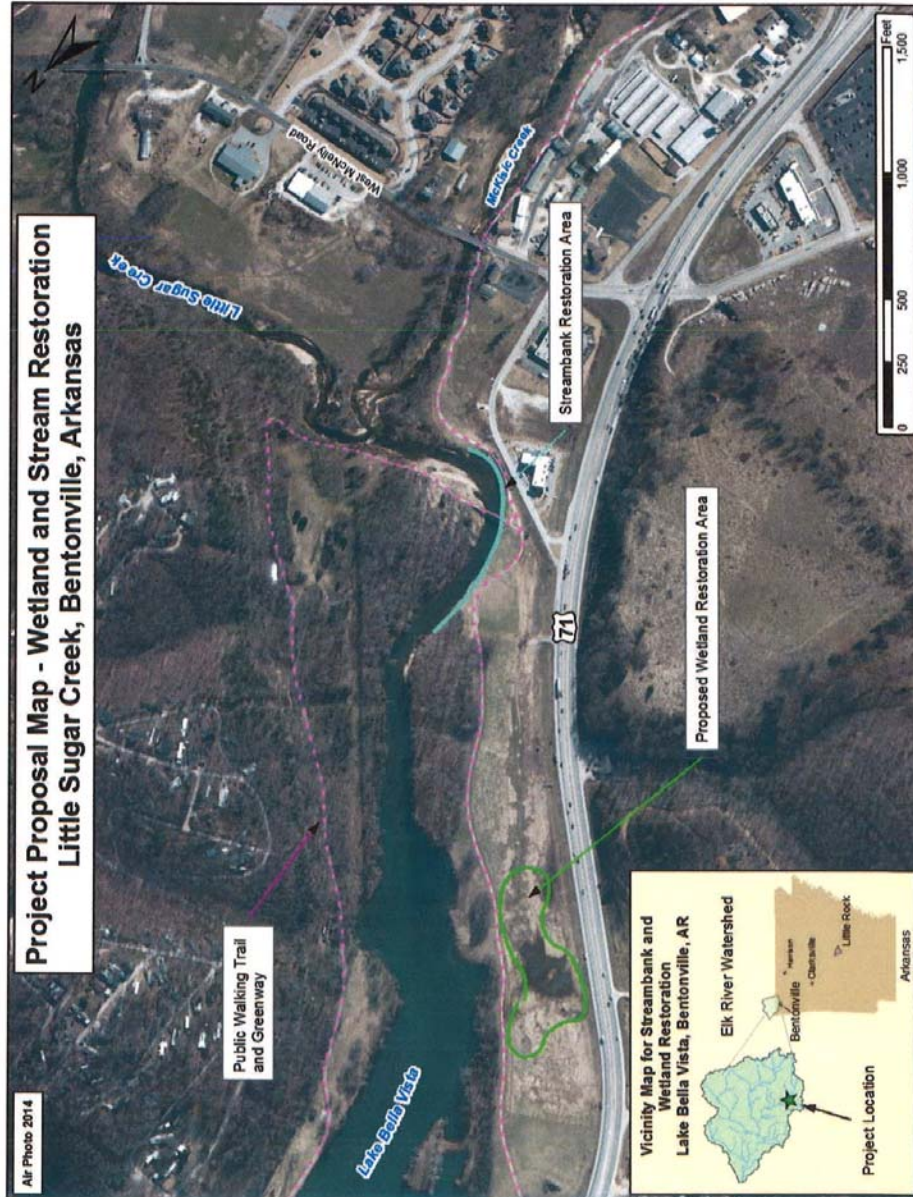
Competency is demonstrated through the Quality Management Plan that provides descriptions of the quality policies, including all requirements described in EPA QA/R-2.

E. Invasive Species Control - The applicant will monitor and work towards the elimination of invasive species from the site and will not introduce any to the site. Experienced project partners will provide assistance in developing invasive species control plan. If invasive species are detected or populations promoted in any way, the recipient will respond rapidly to control populations in an environmental sound manner, as approved by the EPA Project Officer.

F. Attachments

- Attachment 1 – Project Map
- Attachment 2 – Photographs of Existing Condition
- Attachment 3 – Photographs of Urban Stream Restoration
- Attachment 4 – Resumes and Restoration Examples
- Attachment 5 – Letters of Support

Attachment 1

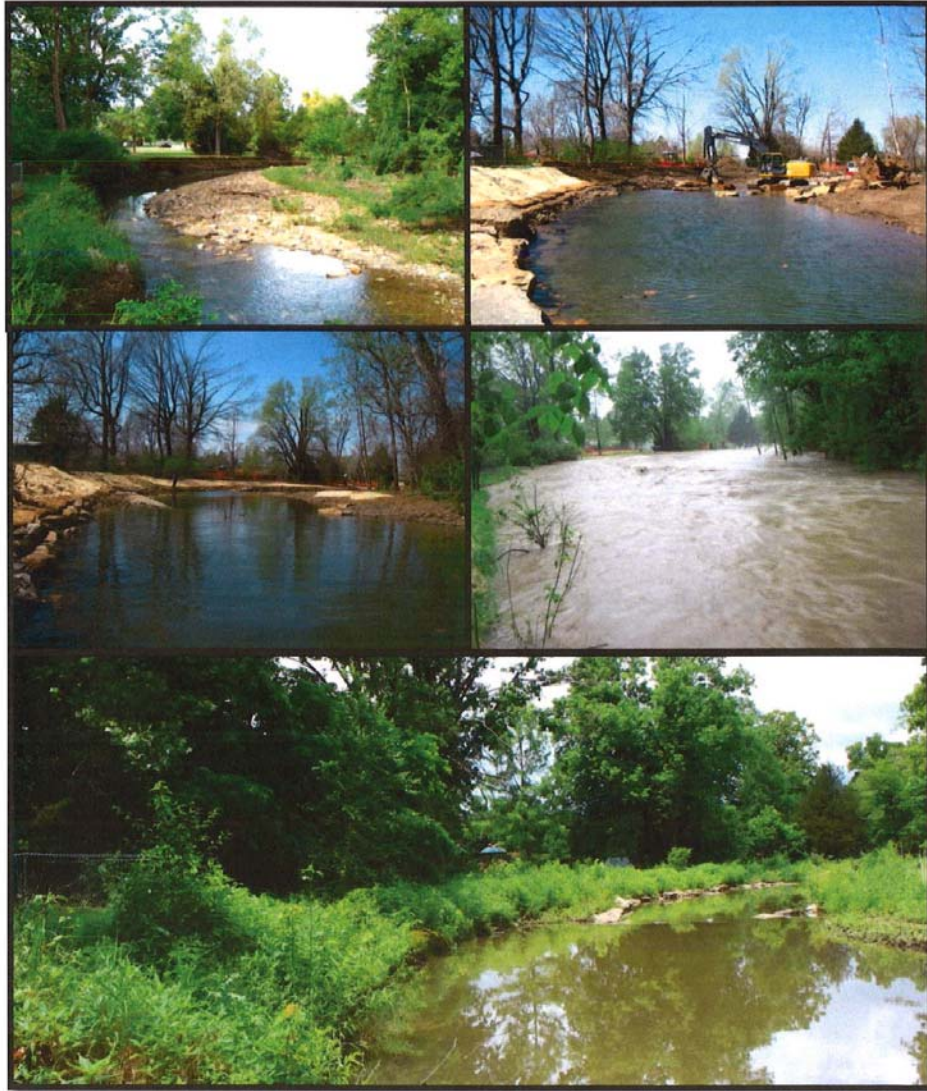


Attachment 2



Existing condition of Little Sugar Creek at Lake Bella Vista, Bentonville, AR

Attachment 3



Example of Urban Stream Restoration Designed and Implemented by WCRC. An area near Sweetbriar Park , in Fayetteville, Arkansas exhibited significant streambank erosion (top left). A small floodplain bench was created on the left bank (top right) and a j-hook rock vane was installed (middle left). A major storm event occurred in April 2011, one month after completing the in-stream restoration work and no erosion occurred (middle right). Native vegetation was planted and is maintained as the site matures and provides continued protection from erosion.

Attachment 3



SWEETBRIAR PARK STREAM RESTORATION PROJECT

The Watershed Conservation Resource Center (WCRC) partnered with the City of Fayetteville (City) and US Environmental Protection Agency Region 6 (EPA) to restore a section of Niockaska Creek that flows through Sweetbriar Park. The stream restoration project was funded with an EPA grant and the City provided required matching funds. The project was initiated in November 2009, construction & re-vegetation was completed in May 2012, and follow-up maintenance and monitoring will continue through 2013.

Background: A 1,600 foot section of Niockaska Creek that flows through Sweetbriar Park, a city-owned neighborhood park located in the Illinois River watershed, was restored. An increase of urban areas and impervious surfaces over the years has altered the hydrology of Niockaska Creek resulting in channel enlargement. Several extreme vertical cut-banks had formed at the project site that eroded as much as 10 feet per year, contributing an estimated 600 tons of sediment and 200 lbs of phosphorus annually to the stream system, and undermining the surrounding riparian area.

Design and Implementation: The WCRC utilized natural channel design principles to reduce channel instability, reduce sediment and nutrient loadings, and increase aquatic and terrestrial habitat. The design included constructing small floodplains, rock structures that deflect flow away from banks, defined riffles and pools, and wetlands in flood-prone areas adjacent to the stream. A rock structure was used to gently reduce the elevation drop that was created by a water line crossing the stream. Following construction, soil mattresses were built and the site was re-vegetated with native grasses, shrubs, trees, and wildflowers.



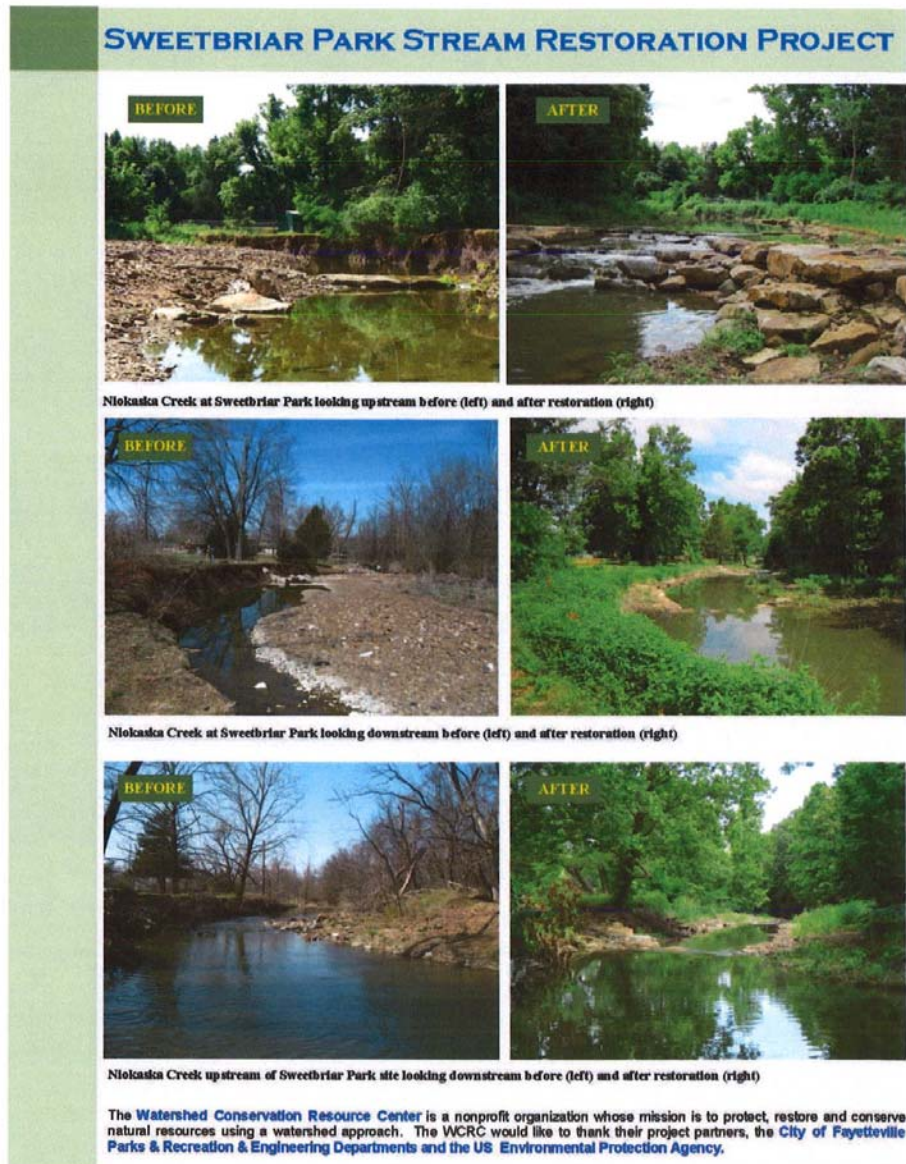
Niockaska Creek at Sweetbriar Park looking upstream before (left) and after restoration (right)

2011 Flooding: In April 2011, one month after construction severe weather generated a catastrophic flood event that exceeded the design flow by five times, yet the restoration project performed exceptionally well. The immature project prevented 1) 35 to 50 feet of streambank erosion, 2) the potential loss of 5% of Sweetbriar park land, 3) damage to the water line, 4) excessive inputs of sediment and nutrients from entering the stream system from erosion, and 5) the loss of 5 to 10 mature trees. Although not a single tree was lost and none of the previously occurring erosion continued, the project sustained some damage. A portion of the soil mattress was washed away and a rock sill was scoured out near the water line. The damage has been repaired and with the help of local volunteers, native vegetation was planted throughout the site. The WCRC continues to monitor and maintain the project to evaluate effectiveness and ensure the quality of the finished product.

To date, the project has already prevented severe erosion and reduced potential safety concerns, while improving the beauty and biological function of the Niockaska Creek. By utilizing a natural channel design approach, the quality of our natural and water resources within the urban environment are improved for the enjoyment of the public who call Northwest Arkansas their home. For more information on this project visit www.watershedconservation.org or call (479) 444-1916.



Attachment 3



Attachment 3



MULLINS BRANCH STREAM RESTORATION

Project Partners

Arkansas Natural Resource Commission
U.S. Environmental Protection Agency
Watershed Conservation Resource Center
City of Fayetteville, Arkansas
University of Arkansas

The Watershed Conservation Resource Center (WCRC) worked with project partners to restore Mullins Branch. An urban stream restoration plan was designed and implemented to reduce sediment erosion and demonstrate green infrastructure techniques due to the high visibility of the site. The project was funded by an EPA Section 319(h) grant administered by the Arkansas Natural Resources Commission with matching funds provided by the City of Fayetteville and the University of Arkansas. The project was initiated in January 2011, and implementation of the stream restoration plan began in July 2012 and was completed in August 2012.

Background: Mullins Branch flows to Town Branch which is a major tributary to the White River. The White River, located in Northwest Arkansas, eventually forms Beaver Lake, which is the primary drinking water source for over 400,000 people in Northwest Arkansas. The Arkansas Department of Environmental Quality placed the White River on the 1998 State 303(d) list of impaired waterways citing sedimentation and turbidity issues as a result of surface erosion, which includes streambank erosion, as the cause. The project is a 1000 foot section of Mullins Branch located on campus of the University of Arkansas in Fayetteville, AR. The site was identified for restoration as part of a nutrient reduction plan developed by Geosyntec Consultants for the City of Fayetteville. Erosion of the streambank contributes nutrients to the waterway, potentially increasing the water treatment costs for human consumption.



Mullins Branch before restoration



Mullins Branch after restoration

Design & Implementation: The WCRC utilized natural channel design principles to reduce streambank erosion and sediment loads. The design implementation included critically placed rock structures that deflect flow away from the banks and defined riffles and pools were also placed along the channel. Improved riffle-pool bed features increase water retention and aeration within the system, which results in better assimilation of nutrients into the environment.

The use of native vegetation is a critical component of the stabilization design. Soil mattresses, a soil layer consisting of topsoil wrapped in a coconut fiber blanket, were constructed in benches to minimize floodplain erosion during vegetation establishment. The soil layer provides a medium for plants to take root and grow and provide additional weight to secure the trees used in the structure. The soil mattresses or lifts were seeded with a mix of native riparian seed types. The stream corridor was also re-vegetated with native grasses, shrubs, and trees. As plants mature, they will help to bind the structure together through root growth to prevent further erosion. They will also aid in dissipating water velocity and act as a buffer to improve the removal of pollutants as the leaves, branches, and stems of the plants interact with runoff and rainfall events. A team of volunteers has been assembled to assess storm event damage and continue maintenance on the site as needed.

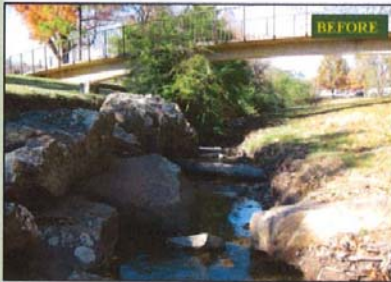
For more information on this project, visit www.watershedconservation.org or call the WCRC at (479) 444-1916.

Attachment 3

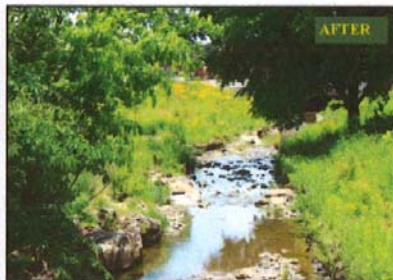
MULLINS BRANCH STREAM RESTORATION



North end of Mullins Branch looking upstream towards Bud Walton Arena before restoration (left) and after restoration (right).



Mullins Branch showing before restoration the original erosion control used the traditional rip rap method (left) and after using a natural streambank restoration design (right).



South end of Mullins Branch looking downstream towards the university's soccer complex before restoration (left) and after restoration (right).

The Watershed Conservation Resource Center (WCRC) is a nonprofit organization whose mission is to protect, restore and conserve natural resources using a watershed approach. The WCRC would like to thank their project partners, City of Fayetteville, University of Arkansas Fayetteville, Arkansas Natural Resources Commission, and U.S. EPA Region 6 for their contributions.

Attachment 3



NIOKASKA CREEK RESTORATION PROJECT

The Watershed Conservation Resource Center (WCRC) partnered with the City of Fayetteville (City), the Arkansas Natural Resources Commission (ANRC), and US Environmental Protection Agency Region 6 (EPA) to restore a section of an Nioaskas Creek that flows through Gulley Park. The stream restoration demonstration project, located in the Illinois River watershed, was funded with an EPA 319 grant, which is administered by ANRC. The City provided the required matching funds for the grant. The project was initiated in 2006 and was completed December 2008.

The demonstration project addresses the effects of upstream land use changes that have impacted the stability of the channel over the years. Increased numbers of roads and rooftops from urbanization in the watershed changed the way that stormwater runs off of the landscape resulting in higher and more frequent flows in the stream channel. The restored section of the Mud Creek tributary was incised (cut into or carved out) and previously had several vertical cut-banks, ranging in height from six to eight feet, eroding into the park land. These banks contributed excessive sediment to the stream and had the potential to destroy walking trails and undermine wastewater utility lines.

Rather than using traditional approaches, such as rip-rap, to stabilize banks, the WCRC designed a natural channel that reduced sediment from the banks, stabilized the banks, and enhanced the aquatic habitat for a 1,200 foot section of the stream that starts 200 feet downstream of the bridge on Township Road. The restoration design was built August 2008 by Elk River Construction. Bankfull benches (small floodplains) within the larger channel, rock structures that deflect flow away from banks, and defined riffles and pools were constructed. Also, four access points were created by constructing step features from native stones.



Lower section of Nioaskas Creek restoration site before (left) and after restoration (right)

The WCRC built soil mattresses throughout the site and hand planted over 4,000 grasses, shrubs, and trees native to the restoration site during and following construction. A final planting of an additional 500 native plants was conducted involving assistance from local volunteers. Several field tours have been held for developers and city planners to have the opportunity to see alternative approaches to addressing accelerated bank erosion within urban areas. The WCRC continues to monitor and maintain the project to evaluate effectiveness and ensure the longevity of the restoration design.

By utilizing a natural channel design approach, project objectives of improving water quality and eliminating potential safety concerns were achieved while the beauty and biological function of the stream was maximized. By employing the natural channel restoration approach, the quality of our natural and water resources within the urban environment are improved for the enjoyment of the public who call Northwest Arkansas their home. For more information on this project visit www.watershedconservation.org or call (479) 444-1916. Email wrcr@watershedconservation.org for inquiries.

Arkansas Natural Resources Commission

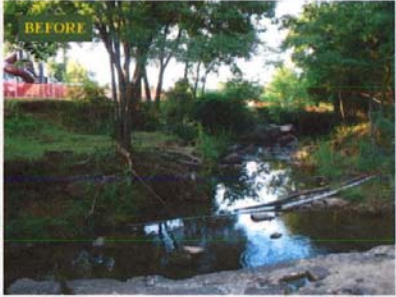
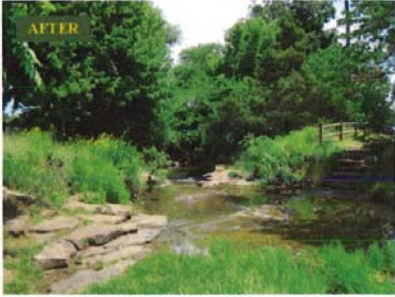
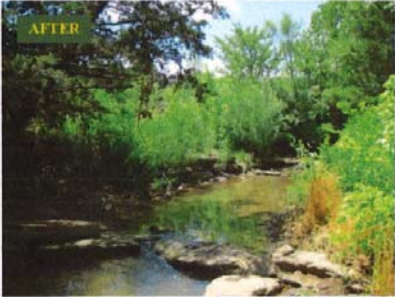

WATERSHED CONSERVATION
RESOURCE CENTER


Fayetteville
ARKANSAS



Attachment 3

NIOKASKA CREEK RESTORATION PROJECT

	
Upper Section of Nioakaska Creek restoration before (left) and after restoration (right)	
	
Middle section of Nioakaska Creek restoration before (left) and after restoration (right)	
	
A safety and erosion concern before (left) and after restoration (right)	

The Watershed Conservation Resource Center is a nonprofit organization whose mission is to protect, restore and conserve natural resources using a watershed approach. The WCRC would like to thank their project partners, the City of Fayetteville Engineering and Parks & Recreation Departments; the Arkansas Natural Resource Commission; and the US Environmental Protection Agency.

Attachment 4

Benjamin J. Peters P.E., CFM
4521 Sequoia Avenue
Springdale, AR 72762
479/879-4251
bjpgeters@hotmail.com

Summary: 21 years of engineering and management experience with 18 years in municipal engineering/planning consisting of the following:

- Municipal Street Project Management
- Capital Improvement Program Management
- Bond Program Management
- Private Development Review
- Flood plain Administration
- Municipal Drainage Project Management
- Geotechnical Engineering
- Municipal Recreation Project Management

Experience:

City of Bentonville – Bentonville, AR

City Engineer

May 2010-Present

Engineering Coordinator for a staff of two professional engineers, one landscape architect and two engineering technicians

City of Springdale - Springdale, AR

A quickly growing municipality in Northwest Arkansas with a current population of approximately 67,000 that has more than doubled in population in the last ten years.

Chief Engineering Coordinator

February 2005-April 2010

Engineering Coordinator for a staff of two professional engineers, one landscape architect and two engineering technicians with responsibilities that include:

- Managing over \$100MM in construction projects funded by sales tax, bond issue and federal aid
- Private development review for compliance with municipal codes, development procedures and municipal drainage manual
- National Flood Insurance Program municipal flood plain administrator
- National Pollution Discharge Elimination System, phase II coordination and compliance

Staff Engineer

March 2000-February 2005

Reported to Planning Director with a staff of one engineering intern and one engineering technician with responsibilities that included:

- Performed private development review for both subdivision and large scale development during a very rapid growth period
- Technical advisor to the city Planning and the Planning Commissions for updates to Master Street Plan and Master Land Use Plans as well as Drainage Manual review
- Monitored compliance with NPDES phase II and National Floodplain Insurance program requirements

Attachment 4

Project Manager

April 1996-March 2000

Reported to City Engineer with staff of one engineering intern with responsibilities that included:

- Contract Administration and on-site inspection of City funded improvement projects totaling \$22 MM
- Project types include storm drainage, street construction and park development

Professional Service Industries, Inc.

A National Geotechnical engineering and construction materials testing firm headquartered in Schaumburg, Illinois

Branch Manager – Springdale, AR

January 1995-March 1996

Reported to the Regional Manager with a staff of five engineering technicians and one administrative staff with responsibilities that included:

- Geotechnical engineering reports and recommendations
- Marketing and Personnel management
- P & L cost center for approximately \$5MM annual budget

Manager in Training – Memphis TN

January 1994-December 1995

Reported to Branch Manager with a staff of 12 engineering technicians with responsibilities that included:

- Construction materials report review
- Technician scheduling
- Fleet vehicle maintenance

Education: Missouri University of Science and Technology, Rolla, MO; B.S.C.E

Miscellaneous:

American Society of Civil Engineers
Certified Floodplain Manager
Youth Baseball Coach

Attachment 4

About the Watershed Conservation Resource Center

The Watershed Conservation Resource Center is a non-profit organization whose mission is "to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government."

The co-founders and principals of the Watershed Conservation Resource Center, Sandi J. Formica and Mathew Van Eps have extensive backgrounds and are leading regional experts in watershed management, watershed assessment, stream stability analysis, natural channel restoration design and the utilization of GIS for inventory and evaluation of natural resource condition. The Watershed Conservation Resource Center provides specialized assistance concerning watershed resource issues to a variety of organizations including; watershed groups; local, state and federal governments; non-profit organizations; conservation districts; and other entities that request assistance. The staff has a broad range of experience with the watershed approach and has spent many years working throughout Arkansas on a variety of watershed issues. The WCRC is housed in Fayetteville, Arkansas and has a staff of five.

The Watershed Conservation Resource Center or WCRC is engaged in several watershed assessment and stream restoration projects. At this time, the WCRC has received funding for the design of three stream restoration projects in northwest Arkansas, two of which are on the West Fork of the White River. The WCRC is currently engaged in projects that assess stream stability and include measurement of lateral erosion rates for developing streambank erosion prediction curves for various fluvial systems in Arkansas. WCRC staff has provided technical assistance and recommendations to state and federal



natural resource agencies regarding streambank stabilization projects in Arkansas. The WCRC is in the process of completing an USDA grant, to develop with a host of government entities, NGOs, and landowners a project plan for the restoration of unstable reaches on the West Fork White River, in Northwest Arkansas. This project includes collecting field data to develop a restoration design for priority reaches along with introducing natural channel restoration design concepts to state and federal programs. The staff of the WCRC has tremendous experience in project team coordination and working in a team oriented environment composed of various natural resource agencies from federal, state, and local levels along with landowners and non-government entities. The WCRC has also developed a regional training program and assists with the development and teaching of watershed based training courses that are attended by environmental professionals from around the country.



Ms. Formica is the co-founder and executive director of the Watershed Conservation Resource Center. She has a proven administrative ability in the development, implementation and management of environmental programs; supervision and evaluation of professional staff; grant development, writing and budgeting; and establishment of working relationships with a variety of government agencies, industries and the public. Demonstrated technical expertise of the watershed management approach; sediment and nutrient watershed assessment; nonpoint and point source pollution; development, execution and management of special environmental projects; data evaluation and interpretation; animal-waste management system design and BMPs; identification of effective best management practices; water quality monitoring; pollution prevention; and environmental chemical processes. Experienced and knowledgeable in fluvial geomorphology, stream stability and restoration; environmental model development and assessment; TMDL development and implementation; chemical analysis; environmental regulations; NPDES and state permitting; and technical report writing. Ms. Formica has special skills of effectively communicating scientific/engineering data and natural environmental processes to non-technical people and coordinating stakeholders to resolve environmental issues. She has created the Mid-south Watershed Training Program, which has been providing training courses instrumental to watershed management to environmental professional throughout the country since 2005. Instrumental in implementing the watershed approach in Arkansas by working directly with local communities and natural resource agencies. Principal Investigator on several applied research projects including watershed assessments which include data inventories, pollutant load estimates, source identification and prioritization, development of potential solutions, and watershed monitoring; evaluation of waste management systems and BMP implementation in protecting water, soil, and air quality; and development of local, volunteer-based programs which share resources to provide improved manure handling and utilization to minimize impact to environment and costs to farmers.

DETAILED EXPERIENCE

Executive Director (December 2004 to Present), Watershed Conservation Resource Center (WCRC), Little Rock, AR. Oversee and manages newly formed environmental non-profit organization. Responsible for project design; grant writing; developing budgets; providing technical assistance; and carrying-out watershed based projects. Current projects include

Watershed Conservation Resource Center

Executive Director

Years of Experience

Thirty

Education

M.S., 1984, Chemical Engineering. University of Arkansas, Fayetteville, AR.

B.S., 1982, with Honors. Chemical Engineering, University of Arkansas, Fayetteville, AR

Special Recognition

Partnership for Environmental Excellence Award EPA Region VI (Project Manager & Co-Principle Investigator for 319 Projects conducted in Buffalo River watershed)

Synergistic Activities

2000 – 2004; chair, Arkansas Watershed Advisory Group (AWAG): Initiated and help developed this multi-agency & organization working group that assists watershed partnerships in Arkansas

2002 and 2004; co-chair and chair, AWAG Watershed Conference: Developed, organized, and carried-out two state watershed conferences which focused on environmental training and education

October 2004; Arkansas Geomorphology Assessment Group: Initiated the forming of this group of professionals to encourage collaboration on assessment techniques and projects in Arkansas

1992 – 2009; instructor, presenter, & coordinator, Environmental Outreach: Throughout Arkansas, has developed presentations and training materials along with coordinating meetings & training on watershed management, BMPs, and assessment

Employment History

Watershed Conservation Resource Center, December 2004 to present. Arkansas Department of Environmental Quality, 1992 to 2004 FTN Associates, LTD., 1989 to 1992 Aluminum Company of America, 1989 St. Catherine's Indian School, 1986 to 1988 Badische Corporation, 1984 to 1985 University of Arkansas, Chemical Engineering Department, 1982 to 1984

a regional watershed education program for environmental professionals; unpaved road survey and sediment evaluation; stream bank erosion evaluation and prioritization; stream restoration design and implementation; and watershed sediment source and load estimate evaluation.

Environmental Preservation Division Chief (May 2001 to December 2004), Arkansas Department of Environmental Quality, Little Rock, AR.

Managed non-regulatory, technically-based Division of 11 employees with an annual budget of \$1 million. The Division consisted of three sections, Environmental Projects, Environmental Outreach, and Program Development. Programs and projects from these sections include applied research on effectiveness of best management practices at confined animal operations; watershed assessments which include evaluations of stream stability; development and implementation of watershed approach which includes providing both planning and technical assistance to watershed groups; providing water quality training to both high school teachers and students statewide; and the development of an agency pollution prevention program. All programs and projects emphasize implementation, education, and awareness. Over 9000 public contacts were made in 2002 from Division technical transfer workshops, information meetings, presentations, poster sessions, organizational meetings, and public outreach events.

Program Support Manager (January 1999 to April 2001), Arkansas Department of Environmental Quality, Little Rock, AR. Section Manager for the Watershed and Technical Support Section (WTSS) of the Environmental Preservation Division.

Responsible for the development, management, and administration of the WTSS program to 1) provided technical expertise and planning through proactive environmental projects that investigate both the environmental and economic benefits of potential solutions and 2) developed and implement state watershed strategies which focus on voluntary participation, local stakeholder involvement, and identifying viable solutions. Coordinated, supervised and evaluated the WTSS professional staff of five engineers and scientists. Secured funding for special projects including approximately two million dollars of environmental grant monies to help improve and protect the state's natural resources. Represented the ADEQ on several state environmental task force committees and has developed two committees to address swine and dairy manure management issues. Coordinated with other ADEQ divisions, state and

Watershed Conservation Resource Center

Executive Director

Selected Publications:

S.J. Formica, M.A. Van Eps, M.A. Nelson, A.S. Cotter, T.L. Morris, J.M. Beck. "West Fork White River Watershed - Sediment Source Inventory and Evaluation." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

M.A. Van Eps, S.J. Formica, T.L. Morris, J.M. Beck, A.S. Cotter. "Using a Bank Erosion Hazard Index (BEHI) to Estimate Annual Sediment Loads from Streambank Erosion in the West Fork White River Watershed." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

Brye, K.R., T.L. Morris, D.M. Miller, S.J. Formica, M.A. Van Eps. 2004. "Estimating Bulk Density in Vertically Exposed Stoney Alluvium Using a Modified Excavation Method." Journal of Environmental Quality. In Press.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; and Van Eps, M.A. 2001. "Using Data, Communication, and Education to Improve Swine Waste Management in the Buffalo River Watershed." Published in the proceedings of the 2nd National Conference, "Nonpoint Source Pollution Information & Education Programs," to be held May 15-17, Chicago, IL.

Formica, S.J.; Anderson, W.M.; Van Eps, M.A.; Morris, T.; and Srivastava, Puneet. 2001. "A Community Approach to Handling and Utilizing Dairy Manure in the Buffalo River Watershed." Published in the proceeding of the Natural Resource, Agriculture, and Engineering Service, "Dairy Manure Systems: Equipment and Technology," held March 20-22, Rochester, NY.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; Van Eps, M.A.; and Anderson, W.M. 2001. "Buffalo National River Watershed: Partnerships to Improve Swine Waste Management." EPA Section 319 Success Stories, Vol. 3.

Srivastava, Puneet; Formica, S.J.; and Van Eps, M.A. 2001. "A Watershed Approach to Assess the West Fork of the White River." Abstract published in the proceedings of Arkansas Water Resource Center, "TMDL and Related Water Quality Issues Conference" held April 3-4, Fayetteville, AR.

Pote, D.H.; Reed, B.A.; Daniel, T.C.; Nichols, D.J.; Moore, P.A., Jr.; Edwards, D.R.; and Formica, S.J. 2001. "Water-Quality Effects of Infiltration Rate and Manure Application Rate for Soils Receiving Swine Manure." Journal of Soil and Water Conservation, Vol. 56, No1.

federal agencies, universities, citizens and other groups to address environmental issues and, specifically, initiated and chairs the Arkansas Watershed Advisory Group whose mission is "to assist interested citizens and organizations by promoting local voluntary approaches to watershed management and conservation." Developed and coordinates information workshops to provide an avenue of education and communication between government agencies, scientists and the public. Principal investigator, project manager, and technical expert for five nonpoint source pollution projects which involve watershed assessment; evaluation of waste management systems and BMPs in protecting water, soil and air quality; implementation of BMPs through education, training, community programs and cost-share assistance; and coordination of project technical teams, participants, and stakeholders. Developed new special projects and programs to address environmental concerns. Provides technical and planning expertise to other divisions, government agencies, farmers, conservation districts and industries. Projects have been recognized locally, regionally, and nationally for their technical integrity and success in partnership building among stakeholders.

Engineer II and Project Manager (November 1994 to December 1998), Arkansas Department of Pollution Control and Ecology, Little Rock, AR.

Environmental Preservation Division: Responsible for the development and management of a proactive technical support group focusing on solving environmental problems through investigating the environmental and economic benefits of potential solutions. Managed nonpoint source pollution projects (\$1.8 million) in which animal-waste management practices are evaluated for their effectiveness in protecting water quality and provides technical assistance to individuals, industries, and agency personnel. Coordinated with all state, federal, and/or private agencies involved in nonpoint source projects. Provides technical support to projects by performing the following:

- 1) Reviewed and evaluates existing waste management systems and designs, current waste management practices, and water quality data.
- 2) Developed water quality sampling plans, performs water quality evaluations, and assists with water quality modeling.

Recruits funds to support the technical group and supervises two project field personnel and one engineer. Initiated the expansion of this group to include watershed management planning and modeling.

Watershed Conservation Resource Center

Executive Director

Selected Publications:

Funkhouser, J., Little, P., Brahana, V., Kresse, T., Anderson, M., **Formica, S.J.**, and Huetter, T. 1999. "Methodology to Study the Effects of Animal production in Mantled Karst Aquifers of the Southern Ozarks." Proceedings from the AWRA Annual Summer Specialty Conference, "Science Into Policy: Water in the Public Realm/Wildland Hydrology" held June 30 - July 2, Bozeman, Montana.

Van Eps, M.A.; **Formica, S.J.**; Kresse, T.M.; Czarnomski, A.; Morris, T.; VanSchaik, E.; Giese, J. 1998. "Survey of Arkansas Swine Liquid Waste Systems." Proceedings from "International Conference on Agricultural Engineering" held in Oslo, Norway. Paper No. 98-E-017. (presentation by Formica)

Formica, S.J., Giese J., Kresse, T.M., Morris, T., VanSchaik, E. 1996. "A Review of Existing Liquid Waste Management Systems at Confined Swine Farms and their Effectiveness in Protecting Water Quality." Proceedings from the 9th Annual AWRA/AGWA Symposium. Little Rock, AR. (presentation by Formica)

Kresse, T.M., VanSchaik, E., **Formica, S.J.**, and Morris T. 1996. "Ground Water Quality from Confined Swine Operations." Proceedings from the Conference on Diversity of Arkansas Water Resource Research. Arkansas Water Resources Center Publication No. MSC-195, p.30-36

Formica, S.J., Giese J., Kresse, T.M., Morris, T. April, 18-20, 1995. "Nonpoint Source Watershed Activities in the Buffalo River Watershed." Proceedings from U.S. EPA Watershed Success in Region 6, Part 1, p. 251-255.

Gross, M.A.; **S.J. Formica**; L.C. Gandy and J. Hestir. 1991. "A Comparison of Local Waste Materials for Sulfate Reducing Wetland Substrate." Proceedings from Constructed Wetlands for Water Quality Improvement, An International Symposium, Oct. 21-24, Pensacola, FL.

Gandy, L.C.; **S.J. Formica** and M.A. Gross. 1991. "An Evaluation of Vertical Flow Sulfate Reducing Wetlands to Treat Low pH, Low Sulfate Acid Mine Drainage Using Column Experiments." Proceedings from XII Annual National Symposium on Mining, p. 81-93.

Formica, S.J.; J.A. Baron; L.T. Thibodeaux and L.T. Valsaraj. 1988. PCB Transport into Lake Sediments; Conceptual Model and Laboratory Simulation. Env. Science and Tech., Vol. 22, No. 12, p. 1435.

Kresse, T.M.; L.J. Thibodeaux, and **S.J. Formica**. 1985. Desorption of PCB from Lake Sediment: Abstracts with Programs. South-Central section, Geol. Soc. Amer., Vol. 17, p. 163.

Inspection Engineer II (February 1992 to September 1994), Arkansas Department of Pollution Control and Ecology, Little Rock, AR. Water Division:

Reviewed and evaluated engineering plans for the treatment/utilization of animal waste at agricultural facilities and wastewater at commercial facilities. Drafted State Water Permits and performed site visits at facilities. Assisted with the development of educational programs for operators and evaluation of water quality impacts from nonpoint source pollution.

Chemical Engineer (July 1989 to February 1992), FTN Associates, LTD., Little Rock, AR.

Experience in environmental model development, modeling, and model assessment. Performed several waste-load allocation studies, which involved water quality modeling. Participated in the development, design, and evaluation of a pilot-constructed wetland treatment system used to treat acid mine drainage. Participated in water quality assessment and evaluation studies, Toxicity Reduction Evaluation, and a wastewater treatment evaluation. Gained experience in NPDES permitting and knowledge of environmental regulations.

Chemical Engineer (January 1989 to June 1989), Aluminum Company of America, Bauxite, AR.

Designed experiments and performed testing for the development of new products in the Product Development Group. Supervised the research and development of an anion-absorbing chemical product for use in wastewater treatment process.

Secondary Mathematics and Science Teacher (August 1986 to May 1988), St. Catherine's Indian School, Santa Fe, NM. Taught Geometry, Pre-Calculus, Chemistry and Physics to upper level high school students. Duties included daily class preparation, presentation of class material, evaluation of student's performance, and organization of physics and chemistry laboratory experiments.

Chemical Engineer (May 1984 to August 1985), Badische Corporation, Freeport, TX.

Designed projects to improve plant operations. Organized, coordinated and performed cost analysis of plant projects. Supervised work teams of 2-5 people for project installation. Performed design calculations and economic evaluations of potential chemical production processes. Performed quality control study by simulating chemical plant process in the laboratory.

Research and Departmental Assistant (August 1981 to April 1984), Chemical Engineering Department, University of Arkansas, Fayetteville, AR.

Designed and performed laboratory simulation of PCB-contaminated lake system while obtaining graduate degree. Developed and tested mathematical model of the system. Corrected student assignments in mass-transfer, kinetics, and thermodynamics during senior year of undergraduate school.

Matthew Van Eps, PE, is the associate director and co-founder of the Watershed Conservation Resource Center. Mr. Van Eps possess a diverse and unique work experience history that has facilitated the development of specialized watershed assessment, conservation and restoration skills. He is currently the project engineer for three design and build stream restoration projects in Northwest Arkansas. His background has served to develop his scientific and philosophical understanding of the physical, chemical, biological, and anthropogenic processes affecting watershed resources. He has been a project engineer on numerous watershed assessment projects in both rural and urban settings. He was also the project engineer for several projects that evaluated the implementation of BMPs to reduce the impact of confined animal operation on water quality in Arkansas. Mr. Van Eps has a broad background in watershed management and has expertise in many aspects of the field including assessment, regulatory issues, stream stability analysis, stream restoration design practices, integration of stakeholder involvement, nutrient management, non-point source pollution; and BMP identification and implementation

Associate Director (December 2004 to Present), Watershed Conservation Resource Center (WCRC), Little Rock, AR. Provides technical, engineering, and project design expertise for recognized environmental nonprofit organization. Stream restoration design development and implementation project engineer. Responsible for all GIS applications; restoration design; and field data collection. Assists with budgeting; grant development; and project development.

Engineer PE, Environmental Projects Section Manager, AR Dept. of Environmental Quality September 1997-December 2004. West Fork White River Watershed Assessment.

Project engineer for a watershed assessment of the West Fork White River in Northwest Arkansas. Surveyed the West Fork White River (WFWR) and tributaries evaluating the erosion potential of stream banks using a Bank Erosion Hazard Index. Developed and implemented a progressive and efficient data collection and presentation process utilizing a GIS interface and hand-held computing technology. Selected suitable locations for the installation of permanent cross-section locations to assist in evaluating stream stability of the WFWR. Performed computations and analysis of geomorphology data collected for the WFWR assessment. Collected data to develop

Watershed Conservation Resource Center

Associate Director

Years of Experience

Eighteen

Education

University of Arkansas- Fayetteville, Arkansas
Master of Engineering Degree in Environmental Engineering, December 1996

Virginia Polytechnic Institute and State University
- Blacksburg, Virginia
Bachelor of Science Degree in Chemical Engineering, May 1993

Professional Training

Dr. Rosgen's Wildland Hydrology Courses:
-Applied Fluvial Geomorphology
-River Morphology & Applications
-River Assessment & Monitoring
-River Restoration & Natural Channel Design

Special Recognition

Partnership for Environmental Excellence
Award EPA Region VI

Employment History

Watershed Conservation Resource Center
2004 - present
Arkansas Department of Environmental Quality
1997 - 2004
Challenge Environmental Laboratories 1997
University of Arkansas Civil Engineering Department
1994 to 1996

Synergistic Activities

Member of Green Infrastructure Environmental Subcommittee for Fayetteville Green Infrastructure Project 2009

Guest Lecturer for Ecological Engineering course at the University of Arkansas 2009

Guest Lecturer for Environmental Soil and Water Science course at the University of Arkansas 2009

Presented Stream Morphology concepts to attendees of the Region 6 MS4 annual meeting in 2007

a bank erosion sediment delivery model. Reviewed Quality Assurance Project Plans (QAPP) to be submitted to the EPA addressing stormwater and biological sampling methods in the watershed.

Urban Watershed Assessment.

Principal investigator for assessing the condition of the Rock Creek watershed in Little Rock, Arkansas. Developed project proposal, work plan, budget, and EPA approved QAPP documentation for urban watershed assessment. Supervised and coordinated the collection and analysis of data including: landuse, impervious surface analysis, and delineation of watershed and sub-watershed boundaries utilizing GIS; utilization of visual watershed assessment methods and handheld PC GIS interface for rapid assessment and prioritization; evaluation of historical flow data to determine changes in local hydrology; development of a flow weighted storm water quality sampling program; and collected and evaluated fluvial geomorphology data to determine stream stability and restoration potential.

Fluvial Geomorphology Data Collection and Evaluation.

Collected and analyzed fluvial geomorphology data to establish relationships between watershed area and stream channel geometry for the Boston Mountain physiographic region. Obtained and evaluated historical USGS gage station records to determine flood return frequency as well as gage height and channel geometry relationships. Collected stream bank erosion data to develop relationship between stream bank erosion variables and erosion rates. Performed a bank erosion survey for the City of Rogers, Arkansas for 15 miles of Osage Creek and headwater tributaries. Provided comment, critical review and technical assistance on proposed stream bank stabilization projects to increase success and reduce costs. Received over 120 hours of fluvial geomorphology training from Dave Rosgen, P.H. Assisted Mr. Rosgen during training courses conducted in Northwest Arkansas, including selection of sites for students to observe geomorphologic process and providing assistance to students performing assessments in the field. Provided field based instruction of basic fluvial geomorphology concepts to attendees of the 1st Arkansas Watershed Advisory Group Conference in October 2002. He is an instructor for the Basic Field Techniques to Determine Stream Morphology training course presented by the WCRC Mid-South Watershed Training Program.

Watershed Conservation Resource Center

Associate Director

Selected Publications:

M.A. Van Eps, S.J. Formica, T.L. Morris, J.M. Beck, A.S. Cotter. "Using a Bank Erosion Hazard Index (BEHI) to Estimate Annual Sediment Loads from Streambank Erosion in the West Fork White River Watershed." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

S.J. Formica, **M.A. Van Eps**, M.A. Nelson, A.S. Cotter, T.L. Morris, J.M. Beck. "West Fork White River Watershed - Sediment Source Inventory and Evaluation." Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," held September 12-15, 2004, St. Paul, MN.

Brye, K.R., T.L. Morris, D.M. Miller, S.J. Formica, **M.A. Van Eps**. 2004. "Estimating Bulk Density in Vertically Exposed Stoney Alluvium Using a Modified Excavation Method." Journal of Environmental Quality. In Press.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; and **Van Eps, M.A.** 2001. "Using Data, Communication, and Education to Improve Swine Waste Management in the Buffalo River Watershed." Published in the proceedings of the 2nd National Conference, "Nonpoint Source Pollution Information & Education Programs," held May 15-17, Chicago, IL.

Formica, S.J.; Anderson, W.M.; **Van Eps, M.A.**; Morris, T.; and Srivastava, Puneet. 2001. "A Community Approach to Handling and Utilizing Dairy Manure in the Buffalo River Watershed." Published in the proceedings of the Natural Resource, Agriculture, and Engineering Service, "Dairy Manure Systems: Equipment and Technology," held March 20-22, Rochester, NY.

Formica, S.J.; Giese, J.; Kresse, T.M.; Morris, T.; **Van Eps, M.A.**; and Anderson, W.M. 2001. "Buffalo National River Watershed: Partnerships to Improve Swine Waste Management." To be published in U.S. EPA Section 319 Success Stories, Volume 3.

Srivastava, Puneet; Formica, S.J.; and **Van Eps, M.A.** 2001. "A Watershed Approach to Assess the West Fork of the White River." Published in the proceedings of the Arkansas Water Resource

Attachment 5



May 15, 2015

To EPA Region 6:

The Board of Directors of the Illinois River Watershed Partnership (IRWP) fully supports the City of Bentonville, Arkansas and the Watershed Conservation Resource Center's grant proposal "Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas".

The IRWP's mission is to improve the integrity of the Illinois River Watershed through public education and community outreach, water quality monitoring, and the implementation of conservation and restoration practices throughout the Illinois River Watershed.

We seek to identify and implement environmentally viable, economically feasible, conservation and restoration projects in the watershed; to cooperate with the scientific community to identify water-quality impacts, causes and sources; and to increase public awareness of the Illinois River and the contributions citizens can make to the river.

We are excited to participate in the continuing efforts of the City of Bentonville and the WCRC to implement an urban stream and wetland restoration project using natural channel design. We are proud of this region and so grateful for the natural beauty and quality of life that we enjoy.

Thank you for your consideration and support of this significant stream and wetland restoration project.

Sincerely,

Delia Haak, Ed.D.
Executive Director
PO Box 8506
Fayetteville, AR 72703

From: Delia Haak [<mailto:deliahaak@irwp.org>]
Sent: Friday, May 15, 2015 2:47 PM
To: Sandi J. Formica
Subject: Re: letter of support

You have my permission to sign my name! I'm out and about and hard to do that in timely way this afternoon.

Sent from my iPhone

On May 15, 2015, at 1:25 PM, "Sandi J. Formica" <sformica@watershedconservation.org> wrote:

Hi Delia - Thanks so much. Would it be possible for you to resend the letter with your signature? Also, I'm hoping I can meet you for lunch next week. Thanks, Sandi

From: Delia Haak [<mailto:deliahaak@irwp.org>]
Sent: Friday, May 15, 2015 1:11 PM
To: 'Sandi J. Formica'
Cc: wcrc@watershedconservation.org
Subject: RE: letter of support

All the best to you, Sandi. Let me know when you might have time for lunch!
Delia

Attachment 5

May 14, 2015

Attn: EPA Region VI

The Multi-Basin Regional Water Council has recently been made aware that the Watershed Conservation Resource Center is applying for a "Demonstration of a Stream and Wetland Restoration of an Urban Area in the Little Sugar Creek Watershed" grant through your program to conduct riparian restoration work on Little Sugar Creek in Bentonville, Arkansas.

As President of the Multi-Basin Regional Watershed Council (MBRWC) it is my honor and privilege to write this letter of support for their work. The MBRWC is a non-profit organization composed of a wide variety of governmental agencies and non-profit conservation organizations spanning portions of Kansas, Missouri, Oklahoma, and Arkansas. Our mission is to educate its members and the public on issues such as water quality, water conservation, and watershed management, and to increase the capacity of member organizations to cooperate and fulfill their own missions. Supporting this project will advance our mission, and we look forward to participating in the project to help it achieve its full outreach, community engagement, and environmental improvement potential.

Currently there is but one non-profit organization serving the larger Grand Lake 'O Cherokee watershed to which Little Sugar Creek is a tributary. The work being proposed is in great need and will provide beneficial water quality and wildlife habitat improvements that are needed in this watershed. Additionally, the project is in a highly traveled recreation corridor where it will be able to serve as a valuable water quality demonstration project and garner public involvement in its development and ongoing maintenance.

Sincerely,



John H. Pennington, President
Multi-Basin Regional Water Council
<http://geoprogress.org/Multi-Basin/>
614 E. Emma Ave., Suite m438
Springdale AR, 72764
John@beaverwatershedalliance.org
479-970-3550

Multi-Basin Regional Water Council

614 E Emma Ave, Ste. M438

Springdale Ar, 72764

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE WATERSHED
CONSERVATION RESOURCE CENTER FOR
PROFESSIONAL SERVICES RELATED TO WETLAND
RESTORATION.

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 a
Memorandum of Understanding with the Watershed Conservation Resource Center for
professional engineering services related to wetland restoration at Little Sugar Creek in
Bentonville, Arkansas for a sum not to exceed \$372,150.00, as set forth in the agreement
attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services contract with Garver, LLC to perform services for the Municipal Airport. This is a master agreement for airport consulting services. Individual tasks/projects will be handled with separate work orders. Contract term is 3 years eligible for two 1-year extensions. The Airport Advisory Board unanimously recommended this consultant and agreement for approval by City Council.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Bob McCaslin

From: Ben Peters

CC:

Date: October 17, 2016

Re: Airport Consultant Contract

The FAA requires airport sponsors to select airport consultants on a maximum rotation of 5-years. An RFQ was advertised, and the City received four responses. City Staff, along with the Airport Advisory Board Chairman reviewed all applications. Garver, LLC was selected as the most qualified for our airport needs.

The agreement before City Council is a master agreement that simply states Garver, LLC is our on-call airport consultant. There is no cost with this agreement at this time. Individual tasks/projects such as design of a particular item or construction services will be covered by a work order under this master agreement. Detailed services and associated costs will be determined with each individual task/project.

The term of the master agreement is for 3 years initially with the probability of two 1-year extensions provided good service for a total of 5 years. This is typical for airport consultant contracts. Either party still has the right to sever the contract at any time.

The Airport Advisory Board unanimously recommended this item for City Council approval.

I appreciate your consideration of this request.

Thank you,

Ben Peters



MASTER AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville
Bentonville, Arkansas

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

GARVER will provide professional services related to various improvements for Bentonville Municipal Airport as described in subsequent Work Order(s) for projects requested by the Owner. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by GARVER.

The Owner and GARVER in consideration of the mutual covenants in this Agreement agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described in subsequent Work Order(s).

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in subsequent Work Order(s). These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the subsequent Work Order(s).

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Work Order.

SECTION 3 - PAYMENT

For the work described in each Work Order, except as otherwise agreed to in writing by the Owner and GARVER, the Owner agrees to pay GARVER in accordance with the terms written in the applicable Work Order.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER



of all decisions within a reasonable time so as not to delay the work of GARVER.

2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this Agreement and for a period of one year beyond completion of this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension,



or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

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

5.2 Opinions of Cost

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

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

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities. Garver will survey utilities located and marked by their owners as provided for in the Work Order(s). Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.



5.4 Insurance

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

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

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after completion of each work assignment and all other pending matters are closed.

After completion of each work assignment, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) electronic set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

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

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

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

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



Nothing in this agreement should be construed as a waiver of immunity pursuant to Arkansas law

5.7 Design without Construction Phase Services

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

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

5.8 Limitation of Liability

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

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

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



5.9 Mediation

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

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

SECTION 6 - CONTROL OF SERVICES

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

This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix A – Scope of Services (to be included in separate Work Order(s))
 - 8.1.2 Appendix B – Man Hour Spreadsheets (to be included in separate Work Order(s))
 - 8.1.3 Appendix C, "Certification of Engineer".
 - 8.1.4 Appendix D, "Mandatory Federal Contract Provisions For Professional Services Contracts".
- 8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written



instrument.

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

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below. The Agreement shall be in effect for three years from the date last written below. This Agreement may be extended for two consecutive one year periods if mutually agreed upon by both parties.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael J. Griffin, PE
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Attest: _____

Attest: _____



APPENDIX C

STATE: Arkansas

CERTIFICATION OF ENGINEER

I hereby certify that I am Michael J. Griffin and duly authorized representative of the firm of GARVER, LLC, whose address is 2049 E. Joyce Blvd. Suite 400, Fayetteville, AR 72704, and that neither I nor the above firm I here represent has:

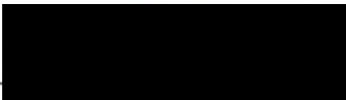
(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

10/13/2017



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and sub-tier Engineers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.



- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of an Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.



6. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7. DISADVANTAGED BUSINESS ENTERPRISE

- I. Contract Assurance (§ 26.13) - The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- II. Prompt Payment (§26.29) - The prime Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime Engineer receives from {Name of recipient}. The prime Engineer agrees further to return retainage payments to each subconsultant within {specify the same number as above} days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subconsultants.

8. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

10. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

- I. During the performance of this contract, the Engineer agrees as follows:



- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.



II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Engineer shall implement the specific affirmative action standards provided in



paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.



- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do



so under 41 CFR Part 60-3.

- i. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10)The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications



and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,



loan, or cooperative agreement.

- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

15. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,



summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in



part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.



Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER, LLC TO PERFORM ENGINEERING AND
RELATED SERVICES FOR 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 an agreement with GARVER, LLC to perform engineering and related services for the Bentonville Municipal Airport as outlined 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:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC to provide services to prepare a West Side Taxiway Construction Design for the Bentonville Municipal Airport in an amount not to exceed \$193,500.00. Services shall be in accordance with provisions of the Master Agreement. This contract will be funded by an FAA AIP Grant (Grant accepted under Resolution 9-13-16B).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters
CC:
Date: October 17, 2016
Re: West Side Taxiway Design Contract

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC for engineering services associated with the West Side Taxiway Design project for the Bentonville Municipal Airport in an amount not to exceed \$193,500.00.

This project will be funded with a 90% FAA AIP Grant. In addition, once the project is complete, the City will apply to the Arkansas Department of Aeronautics for a 10% AIP Matching Grant to cover the remaining costs. The FAA Grant and Budget Adjustment were approved by Council at the September 13, 2016 meeting per FAA regulations.

The engineering services will be governed by the Master Agreement with Garver, LLC which is also on tonight's agenda.

Staff has reviewed this project with the FAA and the Arkansas Department of Aeronautics.

Thank you for your consideration of this request.



WORK ORDER NO. 1
City of Bentonville
VBT West Taxiway Construction
Garver Project No. 16041191

This WORK ORDER is made by and between the **City of Bentonville** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____.

Under this Work Order, the Owner intends to make the following improvements for the West Taxiway Construction:

Construct approximately 3,800 linear feet of new parallel taxiway, including lighting and signage, on the west side of the airfield as shown on the ALD.

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

SECTION 1 - SCOPE OF SERVICES

See Appendix A-1, attached.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Geotechnical Services (Subconsultant)</i>	\$17,000	Lump Sum
Surveys	\$12,500	Lump Sum
Preliminary Design	\$89,000	Lump Sum
Final Design	\$66,000	Lump Sum
Bidding Services	\$9,000	Lump Sum
TOTAL FEE	\$193,500	

The lump sum amount to be paid under this agreement is \$193,500. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-1 with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.



Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-1 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-1 will be increased annually with the first increase effective on or about July 1, 2017.

SECTION 3 – APPENDICES AND EXHIBITS

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

3.1.1 Appendix A-1 - Scope of Services

3.1.2 Appendix B-1 - Man Hour Spreadsheets

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

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Attest: _____

Attest: _____



APPENDIX A-1

SCOPE OF SERVICES City of Bentonville VBT West Taxiway Construction Garver Project 16041191

2.1 General

Generally, the scope of services includes surveying, design, and bidding services for improvements to the West Taxiway at Bentonville Municipal Airport. Improvements will consist primarily of approximately 3,800 linear feet of new parallel taxiway, including lighting and signage, on the west side of the airfield as shown on the ALD.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction.

2.3 Geotechnical Services

Garver will use a Subconsultant (Grubbs, Hoskyn, Barton, & Wyatt) for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. Borings will be taken at approximately 200-ft intervals along the proposed taxiway and will be at least 10 feet deep. In addition, three (3) test pits will be excavated to collect bulk samples. Bulk sample testing will include Atterberg limits, gradation, proctor, and CBR testing.

2.4 Design Services

2.4.1 General

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions, and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract bid with two (2) bid schedules and deductive alternates as necessary. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for



incorporation into the specifications for the proposed project.

2.4.2 Environmental Coordination

Garver will prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ. A Categorical Exclusion (CATEX) for this project has been previously approved by the FAA.

2.4.3 Construction Safety & Phasing Plans (CSPP)

Garver will develop a construction safety and phasing plan (CSPP). During development of the CSPP, Garver will hold a meeting at the airport with airport tenants to obtain feedback regarding flight operations during each phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. Upon Owner approval, this plan will be submitted to the FAA for review. The plan will be submitted to the FAA in two phases. The first submission will include "Points of Interest" identifying the limits of each construction phase. The second submission will include the full CSPP.

2.4.4 Airspace Analysis

Garver will prepare and submit the project to the FAA for airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

2.4.5 DBE Coordination

Garver will coordinate with the FAA's Office of Civil Rights and complete a three year DBE goal for the airport's federal projects.

2.4.6 Utility Coordination

Garver will coordinate with the Bentonville Water Department to determine the appropriate action for the 24-in water line that crosses the project area on the south side of the airfield. Garver will also coordinate with the City of Bentonville to tie into an existing transformer to power the west side electrical system.

2.4.7 Grading and Drainage

Grading and drainage in the vicinity of the proposed taxiway will be completed in alignment with the airport's existing drainage system. Drainage structures will be designed to connect with existing drainage where applicable and drainage pipe will be sized accordingly. PondPack will be utilized to complete interconnected pond analysis for all drainage areas.

2.4.8 Pavement Design

Utilizing the information obtained from the geotechnical reports, Garver will develop a pavement design for the proposed taxiway. The pavement design methodology will comply with FAA guidelines for the design of airfield pavements. Traffic forecasts to be used in the pavement design will be provided by the airport through data obtained during the recent master planning project. Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most



economical pavement design.

2.4.9 Airfield Electrical

Garver will design the can and conduit taxiway edge lights and infrastructure for the section of the taxiway affected. The proposed layout will take into account future lighting spacing modifications for the remaining portion of the parallel taxiway. The intent will be to minimize light respacing outside the area of pavement construction during each current and future construction phase.

New guidance signage will be designed to account not only for the pavement construction, but also for future taxiway connectors. Garver will work with the Airport to coordinate taxiway naming conventions and changes.

Taxiway edge light and guidance sign technology is expected to be LED, unless otherwise coordinated with the Owner during design. In addition, Garver will design any necessary control system modifications required as a result of the designed field modifications. Garver will design a new vault that will service the west side airfield infrastructure and allow for future expansion and relocation of the existing equipment.

2.5 Preliminary Design

Garver will submit to the FAA Airport's Regional Office and Owner advance copies of the plans, specifications, engineer's report, and cost estimates for review. Garver will make any additions to respond to comments by the FAA.

2.6 Final Design

2.6.1 Final Engineer's Report

Garver will incorporate the comments received from the FAA's preliminary design review and will develop final plans, specifications, and engineer's report and submit these to the Owner and FAA for review.

2.6.2 Final Construction Documents

Garver will incorporate Owner and FAA comments from their respective final reviews into the previously provided submittal and prepare for final publication of construction documents. Garver will furnish plans to the FAA and to the Owner for bidding and construction purposes.

2.7 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior



to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

2.8 Construction Phase Services

To be added through contract amendment.

2.9 Project Deliverables

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

1. One copy of the Preliminary Plans, Specifications, and Engineer's Report with opinion of probable construction cost to the Owner and FAA for review.
2. One copy of the Final Plans, Specifications, and Engineer's Report with opinion of probable construction cost to the Owner and FAA, if requested.
3. One copy of the construction documents to the Owner and FAA.
4. Electronic files as requested.

2.10 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation other than required for encasement of the 24-in water line or Electrical Design included herein.
4. Retaining walls or other significant structural design.
5. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
6. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
7. Runway lighting or signage design other than that required for the connection of the taxiway.

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

2.11 Schedule

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

Project Milestone	Completion Date
Final CSPP Submission	December 31, 2016
Preliminary Engineer's Report, Plans, and Specifications to FAA	February 28, 2017
Final Construction Documents	May 1, 2017

APPENDIX B-1

**CITY OF BENTONVILLE
VBT WEST TAXIWAY CONSTRUCTION**

SURVEYS

WORK TASK DESCRIPTION	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	E-3	E-1	T-1	X-2
	\$149.00	\$112.00	\$180.00	\$200.00	\$138.00	\$104.00	\$72.00	\$77.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic								
Coordination and Administration	2				2	2		4
Establish Horizontal and Vertical Control	2		4	4				
Topographic Surveys	2		10	24				
Data Processing/DTM Preparation	2	16					4	
Subtotal - Surveying	8	16	14	28	2	2	4	4
Hours	8	16	14	28	2	2	4	4
Salary Costs	\$1,192.00	\$1,792.00	\$2,520.00	\$5,600.00	\$276.00	\$208.00	\$288.00	\$308.00
SUBTOTAL - SALARIES:		\$12,184.00						
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly	\$66.00							
Survey Supplies	\$40.00							
Travel Costs	\$210.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$316.00						
SUBTOTAL:		\$12,500.00						
SUBCONSULTANTS FEE:		\$0.00						
TOTAL FEE:		\$12,500.00						

APPENDIX B-1

CITY OF BENTONVILLE
VBT WEST TAXIWAY CONSTRUCTION

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	C-3
	\$246.00	\$197.00	\$161.00	\$136.00	\$114.00	\$104.00	\$91.00	\$136.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Coordination with Owner				20		10		
Site Visit				8		8		
Airport Tenant Workshop				6		12		
DBE Program Update				2		4	4	
DBE 3-Year Goal				2		4		
Monthly Airport Board Meetings (5)				10		10		
SWPPP Development				4		8		
Construction Safety and Phasing Plan (Prelim)				8		16	4	
Airspace Analysis				2		4	6	
Preliminary Plans								
Cover Sheet				1		2	2	
General Notes & Index				1		2	2	
Construction Phasing Plans				4		16		
Existing Conditions				2		16	8	
Erosion Control Plans				2		16	8	
Pavement Design				4		20		
Typical Sections				2		12	8	
Grading Plans				8		16		
Plan & Profile Plans				4		16		
Utility Plans				2		8	8	
Pavement Marking Plans				2		20	8	
Pavement Marking Details				1		8	8	
Miscellaneous Details				1		8	8	
Cross Sections				4		16		
Specifications/Contract Documents				8		8		
Quantities				8		8	4	
Preliminary Engineer's Report				8		24	4	
Modifications to Standards				2		4		
Opinion of Probable Construction Cost				4		8		8
QC Review				8		8		8
Subtotal - Civil Engineering	0	0	0	138	0	312	82	16
2. Electrical Engineering								
Coordination with Design Team			8			8		
Site Visit			6			8		
One-Line Diagram			2			6		
Lighting Installation Plans			10			40		
Signage Installation Plans			4			12		
Electrical Details			4			12		
Vault Design			8			8		
Utility Coordination			4			10		
Specifications/Contract Documents			2			8		
Quantities			4			8		
Preliminary Engineer's Report			4			12		
Opinion of Probable Construction Cost			4			8		
Calculations			4			6		
QC Review			6			8		
Subtotal - Electrical Engineering	0	0	70	0	0	154	0	0
Hours	0	0	70	138	0	466	82	16
Salary Costs	\$0.00	\$0.00	\$11,270.00	\$19,044.00	\$0.00	\$48,464.00	\$7,462.00	\$2,176.00
SUBTOTAL - SALARIES:			\$88,416.00					
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly		\$248.00						
Postage/Freight/Courier		\$86.00						
Travel Costs		\$250.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$584.00						
SUBTOTAL:		\$89,000.00						
SUBCONSULTANTS FEE:		\$0.00						
TOTAL FEE:		\$89,000.00						

APPENDIX B-1

CITY OF BENTONVILLE
VBT WEST TAXIWAY CONSTRUCTION

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	C-3
	\$246.00	\$197.00	\$161.00	\$138.00	\$114.00	\$104.00	\$91.00	\$136.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Coordination with Owner				16		8		
Site Visit				8		8		
Monthly Airport Board Meetings (3)				6		6		
Final Plans								
Cover Sheet				1		1	2	
General Notes & Index				1		1	4	
Construction Phasing Plans				6		14	8	
Existing Conditions				2		8	4	
Erosion Control Plans				2		8	4	
Typical Sections				2		4	8	
Grading Plans				2		14		
Plan & Profile Plans				4		14		
Utility Plans				4		6	8	
Pavement Marking Plans				2		6	8	
Pavement Marking Details				1		6	8	
Miscellaneous Details				2		6	8	
Cross Sections				4		16		
SWPPP				8		12		
Specifications/Contract Documents				8		24		
Quantities				8		24	8	
Opinion of Probable Construction Cost				4		8		8
QC Review				8		8		8
Subtotal - Civil Engineering	0	0	0	99	0	202	70	16
2. Electrical Engineering								
Coordination with Design Team			8			8		
Site Visit			6			8		
One-Line Diagram			2			8		
Lighting Installation Plans			8			24		
Signage Installation Plans			2			8		
Electrical Details			6			12		
Vault Design			6			4		
Utility Coordination			2			8		
Specifications/Contract Documents			2			4		
Final Engineer's Report			4			16		
Quantities			4			8		
Opinion of Probable Construction Cost			2			6		
QC Review			8			8		
Subtotal - Electrical Engineering	0	0	60	0	0	122	0	0
Hours	0	0	60	99	0	324	70	16
Salary Costs	\$0.00	\$0.00	\$9,660.00	\$13,662.00	\$0.00	\$33,696.00	\$6,370.00	\$2,176.00
SUBTOTAL - SALARIES:			\$65,664.00					
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly		\$111.00						
Postage/Freight/Courier		\$75.00						
Travel Costs		\$250.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$436.00						
SUBTOTAL:		\$66,000.00						
SUBCONSULTANTS FEE:		\$0.00						
TOTAL FEE:		\$66,000.00						

APPENDIX B-1

**CITY OF BENTONVILLE
VBT WEST TAXIWAY CONSTRUCTION**

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	C-3
	\$246.00	\$197.00	\$161.00	\$138.00	\$114.00	\$104.00	\$91.00	\$136.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Dispense plans and specs to prospective bidders				1		3		
Addendums/Inquiries				2		8		
Pre-Bid Meeting				4		8		
Bid Opening				4		4		
Prepare bid tabulation				1		2		
Evaluate bids and recommend award				2		2		
Prepare construction contracts				2		2		
Prepare Grant Application				2		8		
Subtotal - Civil Engineering	0	0	0	18	0	37	0	0
2. Electrical Engineering								
Addendums/Inquiries			4			6		
Pre-Bid Meeting			2			8		
Subtotal - Electrical Engineering	0	0	6	0	0	14	0	0
Hours	0	0	6	18	0	51	0	0
Salary Costs	\$0.00	\$0.00	\$966.00	\$2,484.00	\$0.00	\$5,304.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:	\$8,754.00							
<u>DIRECT NON-LABOR EXPENSES</u>								
Document Printing/Reproduction/Assembly	\$156.00							
Postage/Freight/Courier	\$40.00							
Travel Costs	\$50.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$246.00							
SUBTOTAL:	\$9,000.00							
SUBCONSULTANTS FEE:	\$0.00							
TOTAL FEE:	\$9,000.00							

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH GARVER, LLC FOR
ENGINEERING SERVICES ASSOCIATED WITH THE
WEST SIDE TAXIWAY DESIGN FOR 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 professional services agreement with GARVER, LLC to provide engineering services associated with the West Side Taxiway Design for the Bentonville Municipal Airport in an amount not to exceed \$193,500.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 25, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of final closeout change order, in the amount of \$657, to Modern Fence to add a keyed entry to a security gate at the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$657

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Maintenance Supervisor
Date: October 13, 2016
Re: Council approval of change order to Modern Fence of NWA, in the amount of \$657.00 to add key access to panic bar on gated entry at the Bentonville Community Center.

Parks and Recreation staff is seeking the City Council's approval of a change order in the amount of \$657 for the new security fence at the Bentonville Community Center.

In June, City Council approved bid number 16-24, to construct a new security fence at the Bentonville Community Center. This new fence is currently in the final stages of construction. Once construction began, we realized the new fence does not have a keyed entry at the main access point. While being an exit only fence serves the purpose of safety for the facility, it restricts the use of the Great Lawn area for programs and events. By having the keyed entry, staff will be able to utilize the area(s) for recreation programs such as summer camps, recreation programs and special events. In addition, parks maintenance staff will use the entry point when maintaining the area.

If you have any questions regarding this item, please call me at 271.3190, or email cosborne@bentonvillear.com.

Attachments:

Bid Tabulation



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, October 25, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, October 25, 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: October 13, 2016**

AGENDA

1. Proclamation celebrating Bentonville Public Library's ten year anniversary at 405 South Main Street.
2. Ozark Regional Transit Annual Report – Jeff Hatley, Mobility Manager/Public Information Officer.
3. Planning:

- 3a. **Lot Split: Lots 44 & 45 Fountain Plaza Subdivision – Dynamic Development, Inc.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 44 (3.33 acres) and Lot 45 (2.63 acres) of Fountain Plaza Subdivision. Sufficient right-of-way exists along Southeast Plaza Avenue and Southeast Rainbow Road.

- 3b. **Property Line Adjustment: Lot 208 Bentonville Original Subdivision - Church of the Nazarene - 220 Northwest 'A' Street.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from all or portions of four existing lots. The new lot will be known as Lot 208 (2.41 acres) of Bentonville Original Subdivision. Additional right-of-way will be dedicated along Northwest 'A' Street and North Main Street per the current Master Street Plan.

3c. **Property Line Adjustment: Lots 2 & 3 Mattingly Addition – Josh, Patricia and Jennifer Mattingly – 2900 & 2902 Northwest 3rd Street.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create two new lots from one existing lot and one un-platted piece of section land that will be known as Lot 2 (1.06 acres) and Lot 3 (0.44 acres) of Mattingly Addition. Additional right-of-way will be dedicated along Northwest 3rd Street per the current Master Street Plan.

4. A public hearing and ordinance for the detachment of certain territory from the City of Bentonville, Arkansas and making same a part of the City of Little Flock, Arkansas. (Saddle Lake Investment Inc.) This item requires a public hearing. (ACA 14-40-2101.) An ordinance has been accepted by the City of Little Flock accepting the annexation of said property. (attached)
5. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of \$5,200.00 to leverage city funds to purchase a total of 400 trees for the fall tree giveaway to be held on Saturday, October 22, 2016. An electronic payment was made to the city on September 29, 2016 and received on September 30, 2016.
6. The Public Art Advisory Committee is seeking approval of three pieces of artwork by students from Bentonville West High School to be installed in three tunnels along the Bentonville trail system.
7. The Public Art Advisory Committee is seeking approval of professional artwork to be installed in the tunnel located on the North Bentonville Trail at NW A Street. The artwork is titled "Hello" by Kenneth Siemens. This project is funded by Visit Bentonville.
8. The Public Art Advisory Committee is seeking approval of an ordinance to enter into an agreement with Tylur French to create two pieces of his artwork called "Bike Tower Sculpture" for placement at Bentonville's north and south gateways on the Razorback Greenway and waiving the requirement of competitive bidding. The cost for each tower is \$11,480.00, a total cost of \$22,960.00. The Public Art Advisory Committee has budgeted \$20,000.00 for public art in 2016. The remaining \$2,960.00 will be paid for out of the Parks Budget. The PAAC will be seeking donations for costs associated with delivery and installation, estimated at \$2,820.00.
9. Award Bid #16-33 to Tri Star Contractors, LLC in the amount of \$2,639,232.75 for relocation of water and sewer services on the 8th Street project (AHTD

#090377). See attached memo, letter of recommendation to award bid, agreement, and bid tabulation.

10. Staff requests Council to waive the competitive bidding requirements for the emergency repair of our 2008 Ford F550 DRW vehicle used daily for plant and lift station pump and motor removal and maintenance. The truck was taken to McLarty Daniel Ford, the nearest certified Ford service garage where it was determined that motor replacement is the most economical option.
11. Award Competitive Formal Bid #16-37 to the lowest bidder for the purchase of specific items of police vehicle equipment to be used to outfit seven (7) 2016 Chevrolet Tahoe that were recently purchased. Fleet Safety of North Little Rock provided the lowest bid on items numbering 1-7 and Jotto Desk of Rogers provided the low bid for items numbering 8-18. See attached breakdown for item description, quantity, and cost.
12. City Council approval of a resolution to enter into a Memorandum of Understanding (MOU) with Watershed Conservation Resource Center (WCRC) for data collection, design services and project management for the Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas for a sum not to exceed \$372,150.00.
13. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services contract with Garver, LLC to perform services for the Municipal Airport. This is a master agreement for airport consulting services. Individual tasks/projects will be handled with separate work orders. Contract term is 3 years eligible for two 1-year extensions. The Airport Advisory Board unanimously recommended this consultant and agreement for approval by City Council.
14. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC to provide services to prepare a West Side Taxiway Construction Design for the Bentonville Municipal Airport in an amount not to exceed \$193,500.00. Services shall be in accordance with provisions of the Master Agreement. This contract will be funded by an FAA AIP Grant (Grant accepted under Resolution 9-13-16B).
15. City Council approval of final closeout change order, in the amount of \$657.00, to Modern Fence to add a keyed entry to a security gate at the Bentonville Community Center.