

1. Agenda

Documents:

[MARCH 14, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MARCH 14, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 14, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 14, 2017 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: February 28, 2017**

AGENDA

1. INFORMATIONAL ITEM - Presentation of Parks and Recreation 2016 Annual Report. **(Page 5)**
2. Planning:
- 2a. **Lot Split: Lot 1 Rohit Subdivision, Rohit Dharmadhikari, Southeast 33rd Street, R-1, Single Family Residential.**

(Pages 7-10)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 1 (1.39 acres) of Rohit Subdivision. Per the current Master Street Plan, additional right-of-way is being dedicated along Southeast 33rd Street. A 20' wide public utility easement is also being dedicated along Southeast 33rd Street. Each of the new lots will have access to public utilities and a public street.

- 2b. **Property Line Adjustment: Lot 16, Block 14 Deming's Second Addition, Martin Prado & Araceli Corona, 105 Northwest 5th Street, R-1, Single Family Residential.**

(Pages 11-14)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from the southern portion of existing Lot 10, Block 14. The new lot will be known as Lot 16 (0.09 acres), Block 14 of Deming's Second Addition. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 5th Street. The new lot will have access to public utilities and a public street.

- 2c. **Rezoning: 3B Storage, LLC, 3400 Southwest Municipal Drive, From C-2, General Commercial to I-1, Light Industrial.**

(Pages 15-20)

The Planning Commission voted 6-0, recommending approval.

According to General Plan Policy ED-12: "As major development occurs, the city should re-evaluate the supply of industrial land designated in the future land use map to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities". The supply of viable industrial land has diminished within the city's core. This property will add to the industrial designation in an area where public utilities and transportation infrastructure are adequate.

- 2d. **Rezoning: Mercy Health Northwest Arkansas Communities, Southwest 'I' Street & Southwest 41st Street, From A-1, Agricultural to C-2, General Commercial.**

(Pages 21-25)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use. Southwest 'I' Street has become a major arterial street that the subject property will front. The proposed zoning designation will allow for future development along a boulevard that will contain a variety of mixed uses. This property will add to the commercial designation in an area where public utilities and transportation infrastructure are adequate.

3. Adopt Ordinance authorizing the issuance of sales and use tax bonds, series 2017 for the purpose of financing all or a portion of the cost of capital improvements, pledging collections of a 1.0% sales and use tax to pay the principal of and interest on the bonds, prescribing other matters relating thereto; and declaring an emergency. This ordinance is required to issue the fourth series of bonds approved by the voters. Bond counsel has prepared this ordinance and will be in attendance at the Council meeting to answer any questions.

(Pages 26-42)

4. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Cardknox for credit card processing to facilitate online payments in the TRAKiT software and waiving the requirement for competitive bidding.

(Pages 43-56)

5. Award bid #17-02 to Rodden Landscape Company for mowing services in the amount of \$45.00 per hour for one (1) lead worker and \$35.00 per hour for one (1) additional worker. This is a budgeted item in the amount of \$30,000.00.

(Pages 57-64)

6. Approval of the Bentonville Public Library's proposal to install StoryWalk® at Train Station Park, 402 S. Main Street, by April 24, 2017. The project will be funded from partnering organizations and sponsors, with minimal expense to the Bentonville Public Library's operating budget. The Public Art Advisory Committee recommended approval on February 14, 2017 and the Parks and Recreation Advisory Board recommended approval on February 27, 2017.
(Pages 65-66)
7. Appointment of Matt McClure to the City of Bentonville's Advertising & Promotion Commission filling Amanda Webb's unexpired term. Term beginning January 1, 2017 and expiring December 31, 2017.
(Pages 67-70)
8. Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into a contract with Mercy Clinic to perform the Fire Departments yearly physicals. The contract is for one year with an additional two year option upon agreement between the two parties.
(Pages 71-85)
9. Staff recommends City Council approve a resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize State Aid Street Monies to overlay portions of West Central, SW 12th Street, SW B Street, and SW Razorback Drive. This agreement will require the City to cover 10% of the construction costs of the overlay projects. A budget adjustment will be required to cover the City's share of the costs, which will be brought back to Council after bids have been secured.
(Pages 86-107)
10. Staff recommends City Council award Bid No. 2017-08 to Luttrell Enterprises for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits in an amount not to exceed \$68,069.20. This is a budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties.
(Pages 108-136)
11. Staff recommends approval of Change Order #2 for TriStar Contractors, LLC for an increase of \$18,902.00 and an additional 38 calendar days for Phase I of the 8th Street Water and Sewer Relocations, Contract Section I (SW I Street to SE D Street) project associated with the widening of 8th Street. This change order is necessary to address contract wording regarding payment of trench safety systems, addition of 2 fire hydrants, addition of pay item for open cut water service lines, and continuing conflicts with existing utilities. Increased cost will be covered by funds from the 8th Street Escrow account.
(Pages 137-145)
12. Review of the Street Departments 2017 Overlay list. See Attachments.
(Pages 146-156)
13. Tributary II, Phase 1 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$53,062.90 more than the currently contracted amount of \$545,995.45. The final contract amount will be \$599,058.35. Contractor has also finished the project early and is requesting incentive pay according to Section 3.2 of the contract. Incentive pay will be \$15,000.00. The total Change Order request is \$68,062.90.
(Pages 157-159)

14. Approve resolution to enter into a Master Service Agreement, and approve Statement of Work with CivicPlus in the amount of \$56,820.00 and any applicable tax. This is a 2017 budgeted item. **(Pages 160-176)**
15. A resolution setting a Public Hearing for March 28, 2017 for a Utility Easement Vacation requested by Dwight Callaway for 2411 NW Rita Way, Hidden Springs Subdivision PH1. **(Pages 177-180)**
16. City Council approval of an ordinance amending the local amendments to the National Electric Code, as adopted by Ordinance No. 2014-30, to improve safety for exterior electric disconnects. **(Pages 181-184)**
17. A resolution authorizing the Mayor and City Council to enter into a agreement with Carroll Electric Coop. for the raising of existing Carroll Electric transmission lines to meet clearances for future BEUD line extensions in the amount of \$23,000.00. **(Pages 185-189)**
- 18a. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design of the McCollum Street Sidepath Trail. **(Pages 190-200)**
- 18b. City Council approval of a budget adjustment, in the amount of \$89,050, for design services for the McCollum Street Sidepath Trail. **(Pages 201-203)**
19. City Council approval of a change order and budget adjustment, in the amount of \$14,348.67, at Melvin Ford Aquatic Center. **(Pages 204-214)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

INFORMATIONAL ITEM - Presentation of Parks and Recreation 2016 Annual Report.

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





**City Council Agenda Items
For City Council Meeting of March 14, 2017
From the March 7, 2017 Planning Commission Meeting**

Lot Split: Lot 1 Rohit Subdivision, Rohit Dharmadhikari, Southeast 33rd Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from unplatted section land. The new lot will be known as Lot 1 (1.39 acres) of Rohit Subdivision. Per the current Master Street Plan, additional right-of-way is being dedicated along Southeast 33rd Street. A 20' wide public utility easement is also being dedicated along Southeast 33rd Street. Each of the new lots will have access to public utilities and a public street.

Property Line Adjustment: Lot 16, Block 14 Deming's Second Addition, Martin Prado & Araceli Corona, 105 Northwest 5th Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from the southern portion of existing Lot 10, Block 14. The new lot will be known as Lot 16 (0.09 acres), Block 14 of Deming's Second Addition. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 5th Street. The new lot will have access to public utilities and a public street.

Rezoning: 3B Storage, LLC, 3400 Southwest Municipal Drive, From C-2, General Commercial to I-1, Light Industrial.

The Planning Commission voted 6-0, recommending approval.

According to General Plan Policy ED-12: "As major development occurs, the city should re-evaluate the supply of industrial land designated in the future land use map to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities". The supply of viable industrial land has diminished within the city's core. This property will add to the industrial designation in an area where public utilities and transportation infrastructure are adequate.

Rezoning: Mercy Health Northwest Arkansas Communities, Southwest 'I' Street & Southwest 41st Street, From A-1, Agricultural to C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use. Southwest 'I' Street has become a major arterial street that the subject property will front. The proposed zoning designation will allow for future development along a boulevard that will contain a variety of mixed uses. This property will add to the commercial designation in an area where public utilities and transportation infrastructure are adequate.

LOT SPLIT STAFF REPORT



Lot 1 Rohit Subdivision

Southeast 33rd Street

PC Date: 3/7/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-05000004
Applicant / Current Owner	Rohit Dharmadhikari 2308 Southwest Penny Lane Bentonville, AR 72712
Site Area	1.39 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

This property is the location of a vacant residential lot.

Project Details

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 1 (1.39 acres) of Rohit Subdivision. Per the current Master Street Plan, additional right-of-way is being dedicated along Southeast 33rd Street. A 20' wide public utility easement is also being dedicated along Southeast 33rd Street. Each of the new lots will have access to public utilities and a public street.

Projected Traffic Impact

The proposed lot split will not adversely affect traffic in the area. The local street to the south will provide adequate options for ingress and egress to the new lot.

Utility Infrastructure

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

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.

Standard Conditions of Approval

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

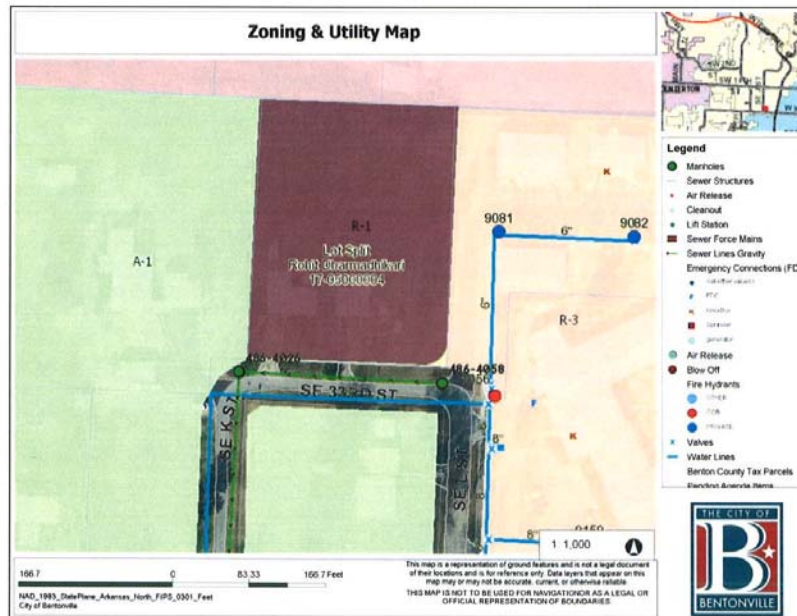
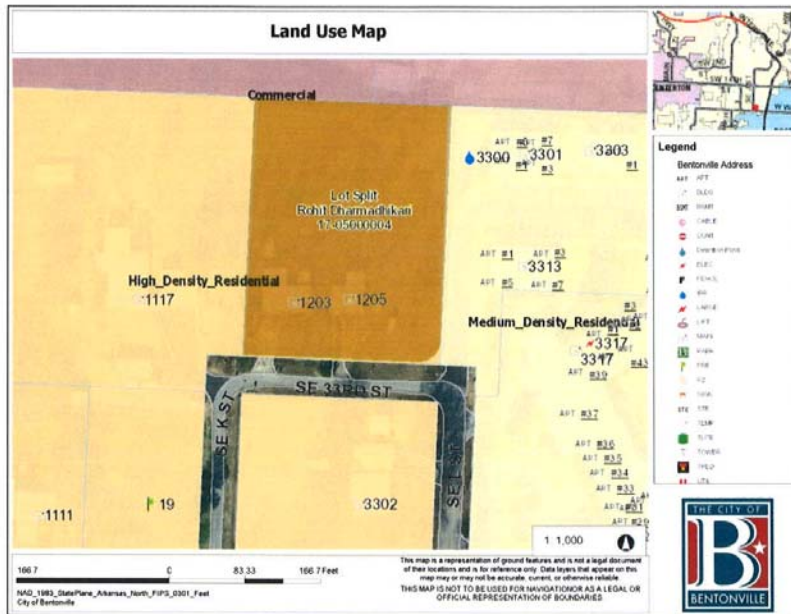
Recommendation

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

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

LOT SPLIT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 ROHIT SUBDIVISION
TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 Rohit Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 7, 2017; 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 Lot 1 Rohit 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 16, Block 14, Deming's Second Addition

105 Northwest 5th Street

PC Date: 3/7/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-07000007
Applicant / Current Owner	Martin Prado & Araceli Corona 106 Northwest 5 th Street Bentonville, AR 72712
Site Area	0.09 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

The property is the location of an existing single-family residence in a Downtown Medium-Density Residential area.

Project Details

The applicant has submitted a property line adjustment that will create one new lot from the southern portion of existing Lot 10, Block 14. The new lot will be known as Lot 16 (0.09 acres), Block 14 of Deming's Second Addition. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 5th Street. The new lot will have access to public utilities 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

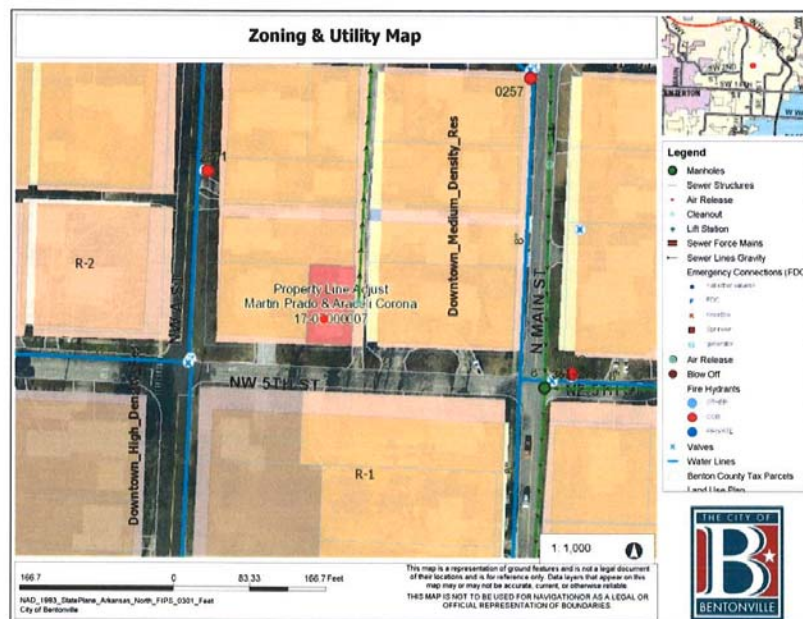
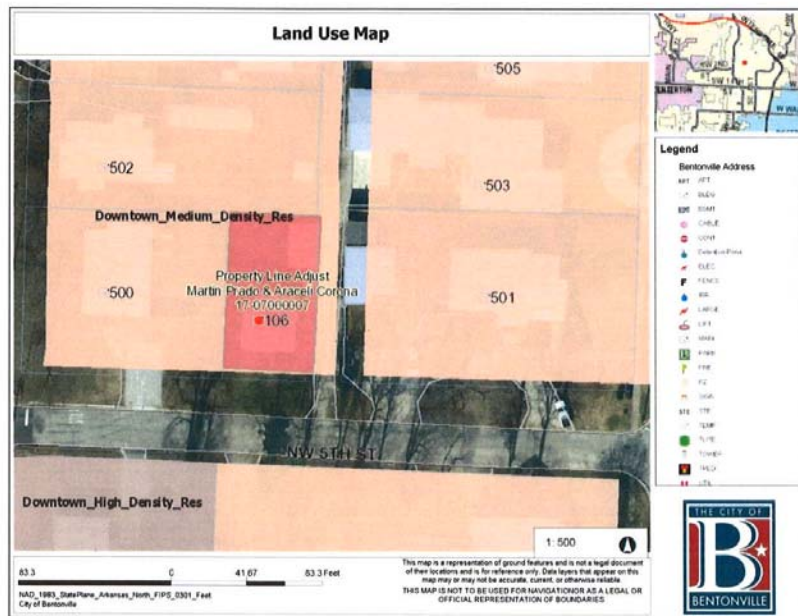
This property line adjustment does meet the minimum requirements of the subdivision regulations.

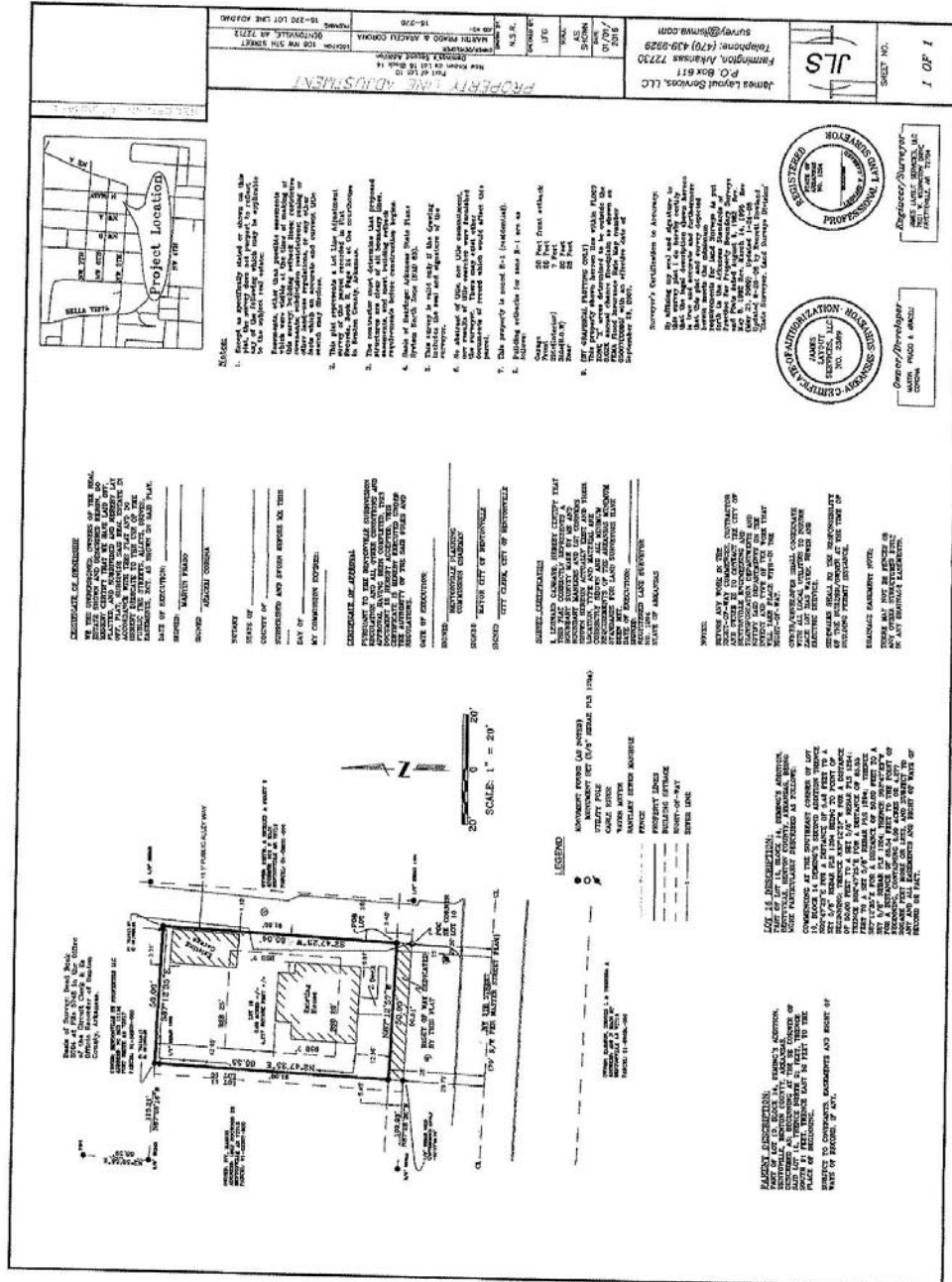
Recommendation

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

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 16, BLOCK 14 DEMING'S SECOND ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 16, Block 14 Deming's Second Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 7, 2017; 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 16, Block 14 Deming's Second 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



3B Storage, LLC

3400 Southwest Municipal Drive

PC Date: 3/7/17

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-09000008
Applicant / Current Owner	3B Storage, LLC 1004 Garrison Avenue Fort Smith, AR 72901-2613
Site Area	6.65 acres
Current Zoning	C-2, General Commercial
Requested Zoning	I-1, Light Industrial
Future Land Use Map Designation	Commercial (C)

Property Description

This property is the location of an existing mini-warehouse storage facility adjacent to the city's municipal airport and public works facilities.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has adequate access to Southwest 28th Street, which is designated as an arterial street, and Southwest Municipal Drive, which is designated as a collector street; both streets are adequate for the development of this property.

Utility Infrastructure

Per the city GIS website, public water and sewer are available at this location.

Relationship to the General Plan

According to the General Plan Policy ED-12: "As major development occurs, the city should re-evaluate the supply of industrial land designated in the future land use map to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities". The supply of viable industrial land has diminished within the city's core. This property will add to the industrial designation in an area where public utilities and transportation infrastructure are adequate.

Conclusion

The I-1, Light Industrial zoning district is an appropriate zoning designation for this property and is consistent with adjacent uses.

Recommendation

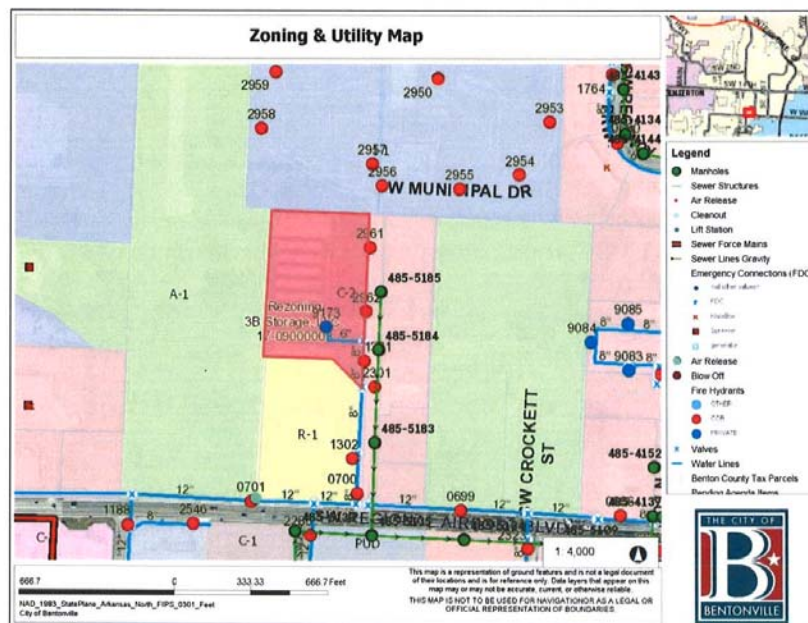
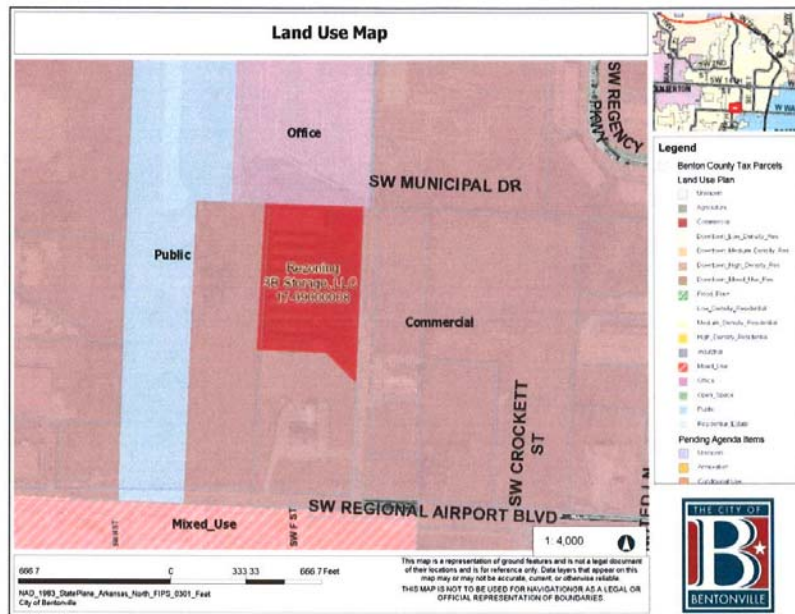
Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from C-2, General Commercial to I-1, Light Industrial.

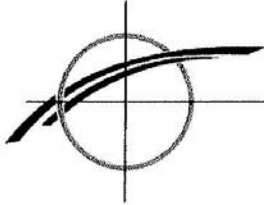
<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



REZONING STAFF REPORT





SWOPE CONSULTING, LLC

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

January 30, 2017

City of Bentonville Planning Department

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

**Re: Rezoning Request Narrative
Airport Storage Expansion, 3B Storage LLC
C-2 to I-1
parcel 01-05277-004**

Dear Mr. Stanley,

Please accept this narrative for the subject rezoning to I-1 (industrial). Prior to this request we have met with Beau Thompson to relay intent of development. Listed below is our response to each of the application-required topics.

STATE OF CURRENT ZONING

This site is currently operated as a self-storage facility in a C-2 zoning district. As I-1 is the only zone that now allows this type of development, and as an expansion is proposed, the proposed rezoning is consistent with city policy and compatibility of the land.

THE REASONING OR NEED

The developer would like to expand on to its additional vacant land, which is east of the existing buildings (across the drainage swale).

While an expansion is the primary need, another bonus in this application is the cleaning-up this rezoning will perform for a non-conforming use. The city does, indeed, need to eliminate non-conforming uses.

This property will relate well with surrounding properties in the near future. The neighboring property to the north will soon be the city's utility services facility. Therefore, these industrial-like buildings will be very compatible and a like-use for this self-storage expansion.

The intended use of the land is the same as its current operation: a self-storage development.

Traffic for this intended development is expected to use the new road (partially-under construction), SW Municipal Drive. This road is currently servicing the existing development, and will continue servicing the additional customers that the expansion will bring.

Signage for this development is not yet determined, however nothing will be built that is not approved with the Large-Scale Development. Any sign considered at this time would be a ground-mounted company sign that would contain only the name of the facility.

The appearance of this project would be similar to the rest of the storage buildings in this development. However, the commercial design standards (which we spoke to Beau about) will be followed along visible portions of the buildings. A stone-paneled fence is also proposed, which will provide the visual appearance required.

All utility lines are available: water, sewer and electric. Utilities are not an issue.

This application is submitted to gain your support, and for the board's approval. Please let me know if you have any questions or concerns.

Regards,

A black rectangular redaction box covering the signature of Phil R. Swope.

Phil R Swope, PE
President

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
C-2, GENERAL COMMERCIAL TO I-1, LIGHT INDUSTRIAL.**

WHEREAS, 3B Storage, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of C-2, General Commercial to I-1, Light Industrial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Tract 3A of a replat of part of Tract 3, Seals Addition, Bentonville, Benton County, Arkansas, as shown on plat record "23L" at page 237. Subject to the right of way off Highway 12 on the South side thereof and being subject to all easements of record or offact. LESS and EXCEPT: The East 60.00 feet of Tract 3A of Seals Addition, Bentonville, Benton County, Arkansas, described as follows: Beginning at the Northeast corner of said Tract 3A of Seals Addition, being a found iron pin, thence along the East line of said Tract 3A of Seals Addition, South 2 degrees 12 minutes 14 seconds West 1257.78 feet to a found iron pin on the North right of way of Arkansas Highway 12, thence along said right of way, North 88 degrees 56 minutes 55 seconds West 60.01 feet, thence leaving said right of way, North 02 degrees 12 minutes 14 seconds East 1258.64 feet to a point on the North line of said Tract 3A of Seals Addition, thence along said North line of said Seals Addition, South 88 degrees 07 minutes 38 seconds East 60.00 feet to the point of beginning, containing 1.73 acres, more or less. Less and except from the East 60.00 feet described above: Commencing at the Northeast corner of said Tract 3A of Seals Addition, Bentonville, Arkansas, being a found iron pin, thence along the East line of said Tract 3A of Seals Addition, South 2 degrees 12 minutes 14 seconds West 1207.78 feet for the point of beginning of said exception, thence along the East line of said Tract 3A of Seals Addition, South 2 degrees 12 minutes 14 seconds West 25.00 feet, thence North 87 degrees 47 minutes 46 seconds West 6.00 feet, thence North 2 degrees 12 minutes 14 seconds East 25.00 feet, thence South 87 degrees 47 minutes 46 seconds East 6.00 feet to the point of beginning, containing 150.00 sq. feet.
;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, General Commercial to I-1, Light Industrial.

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

Section 1: That the above described real property is hereby changed from its present classification of C-2, General Commercial to I-1, Light Industrial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Mercy Health Northwest Arkansas Communities

Southwest 'I' Street & Southwest 41st Street

PC Date: 3/7/17

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-09000007
Applicant / Current Owner	Mercy Health Northwest Arkansas Communities 2710 South Rife Medical Lane Rogers, AR 72757
Site Area	19.46 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Mixed Use (MU)

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

Location Map



Property Description

This property is vacant in a rapidly developing mixed-use area in the southwest part of the city

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has adequate access to Southwest 41st Street, designated as a local street, and Southwest 'I' Street, designated as an arterial street; both streets are adequate for the development of this property.

Utility Infrastructure

Per the city GIS website, public water and sewer are available at this location.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Mixed Use. Southwest 'I' Street has become a major arterial street that the subject property will front. The proposed zoning designation will allow for future development along a boulevard that will contain a variety of mixed uses. This property will add to the commercial designation in an area where public utilities and transportation infrastructure are adequate.

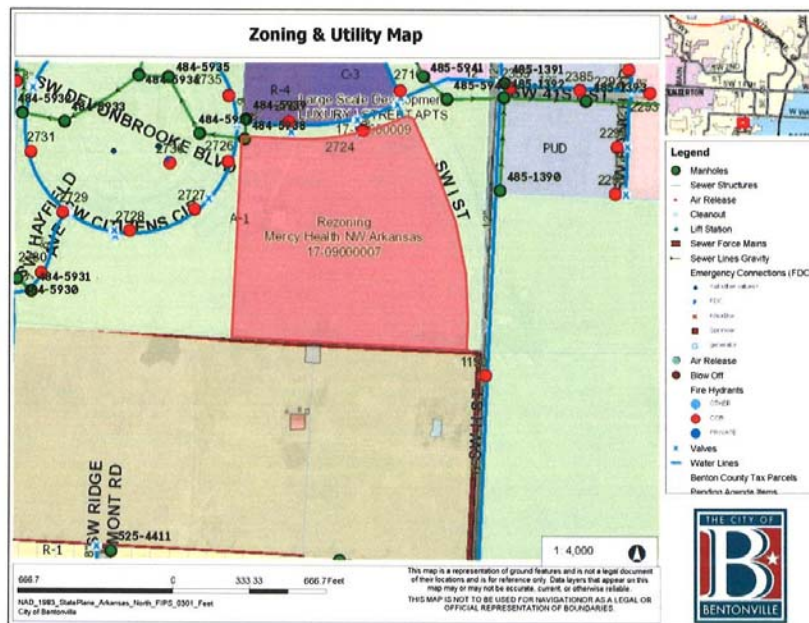
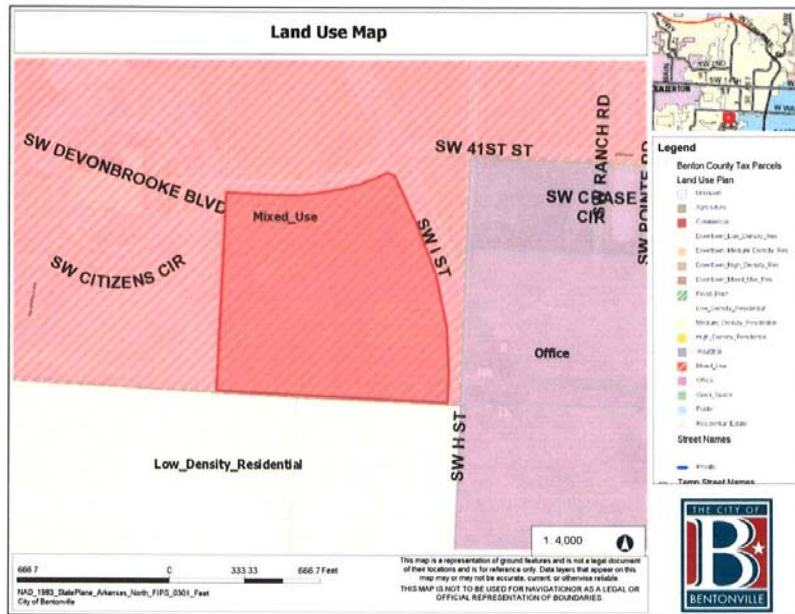
Conclusion

The C-2, General Commercial zoning district is an appropriate zoning designation for this property. It is consistent with adjacent uses and will provide goods and services to those residences living in the neighboring multi-family and single-family communities.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from A-1, Agricultural to C-2, General Commercial.

REZONING STAFF REPORT



January 30, 2017

City of Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

This property, located on SW I St. and owned by Mercy Health of Northwest Arkansas Communities, Inc., is currently zoned A-1. The proposed zoning is C-2 for general commercial.

The rezoning is being requested in order to have commercial property along SW I Street a major thoroughfare in the City of Bentonville.

This site will access from both SW I Street and SW 41st Street.

Water is available in the form of a 12" line running east/west along the west side of SW 41st Street and there is also a 12" PVC sewer line on the east side of the SW I Street.



Daniel Ellis, P.E.,
Project Manager

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL.**

WHEREAS, Mercy Health Northwest Arkansas Communities duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5 OF EVERSOLE ADDITION AS RECORDED IN THE CIRCUIT CLERK'S OFFICE FOR BENTON COUNTY, ARKANSAS AT PLAT RECORD 2011-120, BEING A PART OF THE SE/4 OF THE SE/4 OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST. ALSO BEING A PART OF THE SW/4 OF THE SW/4 OF SECTION 7 AND A PART OF THE NW/4 OF THE NW/4 OF SECTION 18, BOTH BEING IN TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, AS SHOWN ON SAID PLAT RECORD 2011-120; THENCE ALONG THE WEST LINE THEREOF N 02° 50' 03" E 865.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW 41ST STREET AS SHOWN ON SAID PLAT RECORD 2011-120; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES THENCE S 87° 15' 39" E 217.66 FEET; THENCE 509.19 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1030.00 FEET AND A CHORD OF N 78° 34' 36" E 504.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW 1 STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES THENCE S 70° 20' 28" E 26.18 FEET; THENCE S 25° 20' 28" E 246.22 FEET; THENCE S 20° 42' 01" E 233.91 FEET; THENCE S 11° 25' 07" E 233.91 FEET; THENCE S 02° 09' 07" E 233.15 FEET; THENCE S 02° 28' 26" W 91.46 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N 87° 09' 57" W 1019.30 FEET TO THE POINT OF BEGINNING, CONTAINING 19.46 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 7, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

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:

March 14, 2017

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Adopt Ordinance authorizing the issuance of sales and use tax bonds, series 2017 for the purpose of financing all or a portion of the cost of capital improvements, pledging collections of a 1.0% sales and use tax to pay the principal of and interest on the bonds, prescribing other matters relating thereto: and declaring an emergency. This ordinance is required to issue the fourth series of bonds approved by the voters. Bond counsel has prepared this ordinance and will be in attendance at the Council meeting to answer any questions.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS, SERIES 2017 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1.0% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Bentonville, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds, a portion of which were bonds in the maximum principal amount of \$91,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, including any curb, gutter and drainage improvements, equipment, land acquisition, street lighting, utility adjustments, sidewalks and traffic signals related thereto (the "Street Improvements"); (b) bonds in the maximum principal amount of \$16,100,000 to finance all or a portion of the costs of park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, lighting and utility improvements therefor (the "Park and Recreational Improvements"); (c) bonds in the maximum principal amount of \$5,000,000 to finance all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the City's fire department, including any necessary land acquisition and parking improvements therefor (the "Fire Department Improvements"); (d) bonds in the maximum principal amount of \$5,000,000 to finance all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the City's police department, including any necessary land acquisition and parking improvements therefor (the "Police Department Improvements"); and (e) bonds in the maximum principal amount of \$800,000 to finance all or a portion of the costs of improvements to the municipal airport including particularly, without limitation, improvements to the runway and taxiway and any land acquisition related thereto (the "Airport Improvements"); and

WHEREAS, at the special election held August 14, 2007 (the "special election"), a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, pursuant to Ordinance No. 2007-118 of the City duly adopted on October 9, 2007 ("Ordinance No. 2007-118") and the special

election, the City has issued its Sales and Use Tax Bonds, Series 2007 (the "Series 2007 Bonds") allocated in principal amount as follows: \$28,546,783 for the Street Improvements; \$5,257,234 for the Park and Recreational Improvements; \$1,577,170 for the Police Department Improvements; \$2,507,701 for the Fire Department Improvements; and \$262,862 for the Airport Improvements; and

WHEREAS, pursuant to Ordinance No. 2009-105 of the City adopted on October 27, 2009 and the special election, the City has issued its Sales and Use Tax Bonds, Series 2009 (the "Series 2009 Bonds") allocated in principal amount as follows: \$18,625,000 for the Street Improvements; \$10,840,000 for the Park and Recreational Improvements; and \$535,000 for the Airport Improvements; and

WHEREAS, pursuant to Ordinance No. 2010-64 of the City adopted on October 12, 2010 and the special election, the City has issued its Sales and Use Tax Bonds, Series 2010 (the "Series 2010 Bonds") in the principal amount of \$21,505,000 allocated to the Street Improvements; and

WHEREAS, the City Council is prepared to proceed with the issuance of the fourth series of bonds in aggregate principal amount of \$_____ designated as "City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2017" (the "Series 2017 Bonds") to be allocated between the Street Improvements and the Police Department Improvements as set forth in Section 14 of this Ordinance; and

WHEREAS, the Series 2017 Bonds are being issued pursuant to Ordinance No. 2007-118 as "Additional Parity Bonds" thereunder; and

WHEREAS, the City has made arrangements for the sale of the Series 2017 Bonds to Stephens Inc. (the "Purchaser"), at a price of \$_____ (principal amount less original issue discount of \$_____ less underwriter's discount of \$_____) (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Agreement"), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated March 7, 2017, offering the Series 2017 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Simmons Bank, Pine Bluff, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the Series 2017 Bonds, has been presented to and is before this meeting;

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

Section 1. The offer of the Purchaser for the purchase of the Series 2017 Bonds from the City at the Purchase Price, for Series 2017 Bonds bearing interest at the rates per annum, maturing and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby accepted and the Agreement, in substantially the form submitted to this meeting, is approved and the Series 2017 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2017 Bonds is hereby in all respects approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and City Treasurer are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Sales and Use Tax Bond Fund, Series 2007 created by Ordinance No. 2007-118 (the "Bond Fund").

Section 4. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2017 Bonds are hereby authorized and ordered issued in the total principal amount of \$_____, the proceeds of the sale of which are necessary to provide all or a portion of the funds necessary for accomplishing a portion of the Street Improvements and the Police Department Improvements (the "2017 Improvements").

The Series 2017 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

<u>Year</u> <u>(November 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
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The Series 2017 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2017 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2017 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2017 Bond shall not affect its validity.

The Series 2017 Bonds shall be dated as of the date of delivery to the Purchaser. Interest on the Series 2017 Bonds shall be payable on November 1, 2017, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose name the Series 2017 Bond is registered on the registration books of the City maintained by Simmons Bank, Pine Bluff, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books; provided, however, payment of interest shall be made by wire transfer if requested by a registered owner of the Series 2017 Bonds in the aggregate principal amount of \$1,000,000 or more. Principal of the Series 2017 Bonds shall be payable at the principal corporate trust office of the Trustee.

Each Series 2017 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2017 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2017 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2017 Bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2017 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2017 Bonds.

Section 5. The Series 2017 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2017 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2017 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2017 Bond for each stated maturity date which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the Series 2017 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2017 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2017 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2017 Bonds. The Series 2017 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2017 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the owners of all outstanding Series 2017 Bonds, the City and the Trustee, after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2017 Bonds from the securities depository, and authenticate and deliver Series 2017 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2017 Bonds) of the City or of the beneficial owners of the Series 2017 Bonds.

Prior to issuance of the Series 2017 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2017 Bonds so long as the Series 2017 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2017 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2017 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2017 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Section 6. The Series 2017 Bonds and the Trustee's Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2017 Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF BENTON
CITY OF BENTONVILLE
SALES AND USE TAX BOND
SERIES 2017

Interest Rate: _____%

Maturity Date: November 1, _____

Dated Date: _____, 2017

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bentonville, County of Benton, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of Simmons Bank, Pine Bluff, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on November 1, 2017 and on each May 1 and November 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2017, aggregating _____ Dollars (\$_____) in aggregate principal amount (the "bonds"), and is issued for the purpose of financing all or a portion of the costs of accomplishing street improvements and police department improvements, paying necessary expenses incidental thereto, funding a debt service reserve, and paying expenses of authorizing and issuing the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. 2007-118 of the City duly adopted on October 9, 2007 and Ordinance No. 2017-_____ of the City duly adopted on March 14, 2017 (collectively, the "Authorizing Ordinance"), and an election duly held on August 14, 2007 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections that are received by the City (the "Pledged Revenues") from a 1% sales and use tax (the "Tax") levied by the City under the Authorizing Legislation and Ordinance No. 2003-108 of the City duly adopted on June 24, 2003, as amended by Ordinance No. 2007-68 of the City duly adopted on June 12, 2007, and the City hereby pledges the Pledged Revenues for the payment of this bond on a parity with the City's Sales

and Use Tax Bonds, Series 2007 (the "Series 2007 Bonds"), Series 2009 (the "Series 2009 Bonds") and Series 2010 (the "Series 2010 Bonds"). The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds (the "Additional Parity Bonds").

The bonds are subject to extraordinary and optional redemption as follows:

(1) The bonds shall be redeemed by the City from proceeds of the bonds not needed for the intended purposes and Surplus Pledged Revenues (defined below) on any interest payment date, in whole or in part, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that "Surplus Pledged Revenues", being 80% of the Pledged Revenues less the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's, bond insurers' and administrative fees and expenses in connection with the bonds, the Series 2007 Bonds, the Series 2009 Bonds, the 2010 Bonds and the Additional Parity Bonds as the same become due, (2) establish and maintain the Debt Service Reserve Account in the required amount, (3) make any arbitrage rebate payment due the United States, and (4) pay the issuer of a surety bond or debt service reserve fund insurance policy for the Series 2007 Bonds or the Additional Parity Bonds for any amounts owing such issuer with respect thereto, must be used, except as provided in the next paragraph, from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity.

While the Series 2007 Bonds are outstanding, the City shall use 30% of the Surplus Pledged Revenues to redeem the Series 2007 Bonds and the balance shall be allocated ratably (based on relative outstanding principal amounts) to redeem the bonds, the Series 2007 Bonds, the Series 2009 Bonds, the Series 2010 Bonds and the Additional Parity Bonds. If the Series 2007 Bonds are no longer outstanding, the City shall allocate the Surplus Pledged Revenues ratably (based on relative outstanding principal amounts) to redeem the bonds, the Series 2009 Bonds, the Series 2010 Bonds and Additional Parity Bonds. In the event of an extraordinary redemption, bonds shall be redeemed in inverse order of maturity and by lot within a maturity in such manner as the Trustee shall determine.

In the case of any defeasance of the bonds, redemption of defeased bonds shall be scheduled on the basis of the mandatory redemption requirements and assuming annual Tax receipts in an amount equal to Tax receipts for a twelve-month period that ends not less than 30 and not more than 90 days prior to the defeasance.

(2) The bonds are subject to redemption at the option of the City, from funds from any source, on and after May 1, 2022, in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity and interest rate shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

The provisions for extraordinary redemption of the bonds are subject to the provisions of the Authorizing Ordinance which permit the City to use moneys available for such redemption in the Bond Fund established by the Authorizing Ordinance to purchase bonds having a maturity that would be subject to redemption on the next interest payment date at a price not in excess of par plus accrued interest, inclusive of brokerage fees. The City shall receive credit for bonds acquired by the City and surrendered to the Trustee not less than 40 days prior to the redemption date.

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or by other standard means, including facsimile transmission and electronic communication, to all registered owners of bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal

amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied under the laws of the State and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Bentonville, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF BENTONVILLE, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____.

SIMMONS BANK
Pine Bluff, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from collections of a 1.0% sales and use tax (the "Tax") levied by Ordinance No. 2003-108, adopted June 24, 2003, as amended by Ordinance No. 2007-68, adopted on June 12, 2007, to the payment of the principal of and interest on the Series 2017 Bonds on a parity with the Series 2007 Bonds, the Series 2009 Bonds and the Series 2010 Bonds. The Series 2017 Bonds are being issued as Additional Parity Bonds under Ordinance No. 2007-118 and shall be a part of "the bonds" within the meaning of such ordinance. In this regard, all provisions of Ordinance No. 2007-118 pertaining to "the bonds" shall inure and appertain to the Series 2017 Bonds to the same extent and with like force and effect as if herein set out in full. The effect of the above provisions shall be to continue the applicable provisions of Ordinance No. 2007-118 in full force and effect after the Series 2007 Bonds are paid or provision is made therefor.

Section 8. The Series 2017 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the face of the bond form set forth in Section 6 of this Ordinance. The City hereby covenants to use Series 2017 Bond proceeds not necessary for the purposes intended to redeem Series 2017 Bonds on the first available interest payment date.

Section 9. When the Series 2017 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchaser upon payment of the Purchase Price. The expenses of issuing the Series 2017 Bonds as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk shall be paid from the Purchase Price. An amount equal to 5% of the principal

amount of the Series 2017 Bonds shall be deposited into the Debt Service Reserve Account in the Bond Fund.

The balance of the Purchase Price shall be deposited in two (2) special accounts of the City in the Trustee hereby created and designated "2017 Street Improvement Fund" (the "2017 Street Fund") and "2017 Police Department Improvement Fund" (the "2017 Police Department Fund"). Moneys initially credited to the 2017 Street Fund and 2017 Police Department Fund (collectively, the "2017 Construction Fund") shall be allocated between the various funds comprising the 2017 Construction Fund in proportion to the principal amount of Series 2017 Bonds allocated for each purpose as forth in Section 14 hereof. The amounts credited to each fund comprising the 2017 Construction Fund shall be expended to accomplish the purpose for which the account was created. Issuance costs and other expenses not specific to any one purpose shall be joint obligations to be paid from each fund comprising the 2017 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the 2017 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on that account. Each requisition must be signed by the Mayor and the City Treasurer. The Trustee shall issue its check upon the 2017 Construction Fund to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from the 2017 Construction Fund.

Moneys in the 2017 Construction Fund shall also be used to pay the principal of and interest on the Series 2017 Bonds when due if moneys in the Bond Fund are not sufficient for that purpose.

When the 2017 Improvements have been completed and all required expenses paid and expenditures made from the 2017 Fund for and in connection with the accomplishment of the 2017 Improvements and the financing thereof, this fact shall, if moneys remain in the 2017 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from the 2017 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Redemption Account in the Bond Fund.

Section 10. Moneys held for the credit of the 2017 Construction Fund shall be invested and reinvested in Permitted Investments (as defined in Ordinance No. 2007-118) which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

Subsections 18(d) and (e) of Ordinance No. 2007-118 shall apply to the 2017 Construction Fund.

Section 11. The City covenants that it will, in compliance with the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), pay with moneys in the Bond Fund to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the Series 2017 Bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the Series 2017 Bonds were invested at a rate equal to the Yield (as defined in the Code) on the Series 2017 Bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this Section 11. Anything herein to the contrary notwithstanding this provision may be modified or rescinded if in the opinion of Bond Counsel such modification or rescission will not affect the tax-exempt status of the Series 2017 Bonds for federal income tax purposes.

Section 12. The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2017 Bonds are issued, a statement concerning the Series 2017 Bonds which contains the information required by Section 149(e) of the Code.

Section 13. The City covenants that it will not reimburse itself from Series 2017 Bond proceeds for any costs paid prior to the date the Series 2017 Bonds are issued except in compliance with United States Treasury Regulation No. 1.150-2.

Section 14. The principal amount of the Series 2017 Bonds (\$_____) is allocated as follows: (a) \$_____ for the Street Improvements; and (b) \$_____ for the Police Department Improvements.

Section 15. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the Series 2017 Bonds to be issued.

Section 16. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 17. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 18. It is hereby ascertained and declared that the 2017 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2017 Improvements cannot be accomplished without the issuance of the Series 2017 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: _____, 2017.

APPROVED:

ATTEST:

City Clerk

Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bentonville, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of the City, held at the regular meeting place of the Board, at 6:00 o'clock p.m. on the 14th day of March, 2017, and that the Ordinance is of record in Ordinance Record Book No. _____ at Page _____, now in my possession.

GIVEN under my hand and seal this _____ day of March, 2017.

City Clerk

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Cardknox for credit card processing to facilitate online payments in the TRAKiT software and waiving the requirement for competitive bidding.

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



REQUEST FOR WAIVER OF BID

Date 3/14/2017

Requested by: Troy Galloway, AICP, Director of Community & Economic Devel.

Department: Community & Economic Development

DESCRIPTION OF REQUEST:

Type of Equipment: credit card processing services

Year & Model: N/A

Serial # N/A

To Be Purchased From: Cardknox

1-844-227-3566

Amount: Base Amount: \$89

Tax:

*Other: \$120

TOTAL **\$ 209.00**

\$10 monthly statement fee; \$.20 per transaction fee; 1.59% of transaction if
* List all other costs: card is present and 2.05% if card is not present.

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Cardknox has a proprietary solution to interface with the new TRAKiT software and is a preferred vendor with Sungard, the city's software provider. The amount includes an \$89.00 one-time setup fee plus a \$10.00 monthly statement fee. Each transaction is charged \$.20 plus 1.59% when the credit card is present or 2.05% if the card is not present. It is determined that it is neither practical nor feasible to advertise for competitive bidding.

Department Head

Director of Finance & Administration

Revised 6-18-99

MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: March 14, 2017
Re: Cardknox Agreement

Staff is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Cardknox for credit card processing and waiving the requirement of competitive bidding.

On August 23, 2016, the City of Bentonville approved a contract with Sungard to purchase TRAKiT Land Management Software. In addition to permitting, project tracking, code enforcement and GIS integration, the software offers payment processing. To facilitate online payments, a browser-based credit card processing solution that interfaces seamlessly with the new TRAKiT software is required.

Cardknox offers a turnkey solution for processing Master Card, Visa and Discover cards both online and in-person that meets new EMV standards (chip readers). Since chip data cannot be passed to a web page, additional security measures are required for the online acceptance of credit cards. Cardknox offers a solution that allows online payments that meet the EMV standards.

The agreement includes an \$89 initial set up fee plus a \$0.20 fee for each transaction. The online processing fees are higher than for processing in-person with the physical credit card. Therefore, there are two agreements referenced in the ordinance – one for processing credit cards online (2.09%) and one for processing with the physical credit card through the chip reader (1.69%).

Cardknox has a proprietary solution to interface with the new TRAKiT software with an EMV solution and is a preferred vendor with Sungard. Therefore, staff is requesting that the requirement for competitive bidding be waived.

Sales Office: _____ Print Sales Rep Name: _____ Sales ID #: _____
 Merchant Number: _____ Sales Rep. Signature: _____ Phone #: _____

I. BUSINESS INFORMATION				Page 1 of 5
Client's Business Name (Doing Business As):		Client's Corporate/Legal Name (Use Also For Headquarter's Information):		
Business Address:		Billing Address (If Different Than Location Address):		
City:	State:	Zip:	City:	State:
Location Phone #:	Location Fax #:		Contact Name:	
Business E-mail Address:		Contact Fax # / E-mail Address:		
Business Website Address:		Contact Phone #:		
Customer Service Phone #:	Customer Service E-mail Address:		Send Retrieval Requests to: ☐ Business Location ☐ Corp/Legal Location	
		Send Merchant Monthly Statement to: ☐ Business Location ☐ Corp/Legal Location		
Date Business Started:				
☐ INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		☐ TAX EXEMPT ORGANIZATION (501C) State: _____		☐ GOVERNMENT (Federal, State, Local)
☐ CORPORATION - CHAPTER S, C State: _____		☐ INTERNATIONAL ORGANIZATION Location Filed: _____		☐ LIMITED LIABILITY COMPANY State Filed: _____
☐ MEDICAL OR LEGAL CORPORATION State: _____		☐ ASSOCIATION/ESTATE/TRUST State Filed: _____		☐ PARTNERSHIP State Filed: _____
Name (as it appears on your income tax return)		FEDERAL TAX ID # (as it appears on your income tax return)		☐ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: _____ IATA/ARC: _____ (MCC 4722 Only)
 Note: "If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 6964, 6967 and 7841¹, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations².
¹Registration for MCC 7841 is only required for non-face-to-face adult content.
²Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

1. Zone: ☐ Business District ☐ Industrial ☐ Residential 2. Location: ☐ Mall ☐ Office ☐ Home ☐ Shopping Area ☐ Apartment ☐ Isolated ☐ Door-to-Door ☐ Flea Market ☐ Other 3. How many employees: _____ 4. How many registers / Terminals: _____ 5. Is proper license visible? ☐ Yes ☐ No, explain: _____ 6. Where is the merchant name displayed at the site? ☐ Window ☐ Door ☐ Store Front 7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____ 8. # of Floors/Levels: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+ 9. Remaining Floor(s) Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None 10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus 11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____% 12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None	13. Do you have a refund policy for MC/Visa/Discover* Network - PayPal/ American Express OptBlue* Sales? ☐ Yes ☐ No If yes, check one: ☐ Exchange ☐ MC/Visa/Discover Network - PayPal/ ☐ Store Credit ☐ American Express OptBlue* Credit If MC/V/Discover Network - PayPal/American Express OptBlue* Credit, within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 14. Advertising Method (Attach at least one): ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio ☐ Internet ☐ Phone ☐ Newspaper/Journals ☐ Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant. 15. Previous Processor: _____ 16. Check Reason For Leaving: ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____ Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered) 1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100% 2. MC/Visa/Discover Network - PayPal/American Express OptBlue* sales are deposited (check one): ☐ Date of order ☐ Date of delivery ☐ Other (specify): _____ 3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? ☐ Yes ☐ No
--	--

Merchant Initials: _____

3. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, MI, Last)			% Ownership:	Name: (First, MI, Last)			% Ownership:
Title:				Title:			
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
City:	State:	Zip:	Country:	City:	State:	Zip:	Country:
Telephone #:		Social Security #:		Telephone #:		Social Security #:	
D.O.B.:	DL #:	State:		D.O.B.:	DL #:	State:	

4. SETTLEMENT INFORMATION

Deposit Bank: _____

Transit / ABA #: _____ Deposit Account #: _____

ACH Detail Flag: ☐ Individual ☐ Combined ☐ Separate (defaults to Combined if option not selected)

5. TRANSACTION INFORMATION

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Avg. MC/Visa/Discover Network - PayPal Ticket (Estimate if Never Processed in Past)	\$ _____	Store Front/Striped	_____ %
Average YEARLY MC/Visa Volume	\$ _____	Avg. American Express OptBlue® Ticket (Estimate if Never Processed in Past)	\$ _____	Internet	_____ %
Average YEARLY Discover Network - PayPal Volume	\$ _____	Highest Ticket Amount	\$ _____	Mail Order	_____ %
Average YEARLY American Express OptBlue® Volume	\$ _____			Telephone Order	_____ %
Seasonal? ☐ No ☐ Yes High Volume Months Open: _____				Total	100%

6. GRID INFORMATION - INTERNAL USE ONLY

AUTHORIZATION GRID ID #: 140 USER DEFINED GRID ID #: _____ MFC GRID ID: 15113202 8-pos. Alpha/Numeric

MC TIERED GRID ID 8-pos. Alpha/Numeric	VISA TIERED GRID ID 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal TIERED GRID ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® TIERED GRID ID 8-pos. Alpha/Numeric
MC CREDIT MPG ID 8-pos. Alpha/Numeric	VISA CREDIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK - PayPal CREDIT MPG ID 8-pos. Alpha/Numeric	
MC DEBIT MPG ID 8-pos. Alpha/Numeric	VISA DEBIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue® CREDIT MPG ID 8-pos. Alpha/Numeric

7. SERVICE FEE SCHEDULE

Accept all MasterCard, Visa, Discover Network and American Express OptBlue® Transactions (presumed, unless any selections below are checked)

MasterCard ☐ MC Credit Transactions ☐ MC Non-PIN Debit Trans.	Visa ☐ Visa Credit Transactions ☐ Visa Non-PIN Debit Trans.	Discover Network ☐ Discover Network Credit Transactions ☐ Discover Network Non-PIN Debit Trans. Discover Network - PayPal ☐ Discover Network - PayPal Credit Transactions	American Express OptBlue® ☐ American Express Credit Transactions
--	--	--	---

☐ Discount Collected ☐ Daily ☐ Monthly

Tiered

Discount Fees (Based on Gross Sales Volume)									
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee	
MC Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network - PayPal Qual Credit	%	\$	American Express OptBlue® Qual Credit
MC Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network - PayPal Mid-Qual Credit	%	\$	American Express OptBlue® Mid-Qual Credit
MC Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network - PayPal Non-Qual Credit	%	\$	American Express OptBlue® Non-Qual Credit
MC Worldcard Qual	%	\$	Visa Rewards 1	%	\$				
MC Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$				
MC Worldcard Non-Qual	%	\$							
MC Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$	
MC Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$	
MC Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$	
MC Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$	

Merchant Initials: _____

DBA Name:

Merchant #:

Page 3 of 5

OmahaWF1904		7. SERVICE FEE SCHEDULE (cont'd)								OmahaWF1910(a)	
ERR											
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	2.05 %	.35 %	Visa Qual Credit	2.05 %	.35 %	Discover Network-PayPal Qual Credit	2.05 %	.35 %	American Express OptBlue® Qual Credit	%	%
MC Qual Debit	2.05 %	.35 %	Visa Qual Debit	2.05 %	.35 %	Discover Network Qual Debit	2.05 %	.35 %			
Pass Through Interchange - Includes Dues and Assessments											
	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		
MC Qual Credit	%	Visa Qual Credit	%	Discover Network-PayPal Qual Credit	%	American Express OptBlue® Qual Credit	0 %				
MC Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptBlue® Qual Credit	American Express OptBlue® has Program Pricing and not Interchange and are subject to change.				
Other Item Rate											
MC Credit	\$	Visa Credit	\$	.0175	Discover Network-PayPal Credit	\$		American Express OptBlue® Credit	\$		
MC Debit	\$	Visa Debit	\$	.0175	Discover Network Debit	\$					
Other Volume %											
MC Credit	%	Visa Credit	%	Discover Network-PayPal Credit	%	American Express OptBlue® Credit	%				
MC Debit	%	Visa Debit	%	Discover Network Debit	%						
PIN Debit											
☐ Pass Through Debit Network Fees Other Item Rate \$ _____ (per Item) Other Volume Percent _____ % (per Item)											
Fleet											
WEX: Other Item Rate \$ _____ (per Item) Voyager: Qual _____ % Other Item Rate \$ _____ (per Item)											
TeleCheck											
☐ ECA Warranty ☐ Mail Order Warranty ☐ Single Hold Check Warranty ☐ Multiple Hold Check Warranty ☐ Paper Warranty ☐ C.O.D. Warranty SE # _____											
Inquiry Rate _____ % Per TXN Fee \$ _____ Stmt/Processing Fee \$ 5.00 ECA Chargeback Fee \$ 5.00											
Dec. Risk Surcharge 10 % Monthly Minimum Fee \$ _____ (Per Location) Customer Requested Operator Call (CROC) \$ 2.50											
Miscellaneous Fees											
☐ Dues and Assessments V/MC Chargeback Fee (Per Item) \$ 25 V/MC Retrieval Fee (12B Letter) (Per Item) \$ 10 Return Trans. Fee (Per Item) \$ _____											
Sales Transaction Fee (Per Item) \$ _____ Batch Fee (Per Item) \$ _____ Early Termination Fee (One Time Fee) \$ 295 eIDS Access Fee (Flat Rate) \$ _____											
EBT - Food Stamps (Per Item) \$ _____ # _____ EBT - Cash Benefits (Per Item) \$ _____ Other: \$ _____											
Minimum Monthly Fee \$ _____ Monthly Statement Fee (Acct on File) \$ 10 ACH Reject Fee (Per Item) \$ 25 Pass Visa Trans Integrity Fee ☐ Yes ☒ No											
MC License Fee (Per Sales Item) \$ _____ (Sales Volume) _____ % (Flat Rate) \$ _____ ☐ Monthly ☐ Annually in December											
Visa Proc Fee (Per Item) \$ _____ MC Proc Fee (Per Item) \$ _____ Visa BIN Fee (Per Item) \$ _____ MC ICA Fee (Per Item) \$ _____											
Pass Visa Fixed Acquirer Network Fee (FANF) ☒ Yes ☐ No Visa FANF Card Present Surcharge (Flat Rate) \$ _____ Visa FANF Card Not Present Surcharge (Flat Rate) \$ _____											
Pass Visa Acquirer Processing Fee ☐ Yes ☒ No Pass Visa Misuse of Auth Fee ☒ Yes ☐ No Pass Visa Zero Floor Limit Fee ☒ Yes ☐ No Pass Visa Int'l Acquirer Fee ☒ Yes ☐ No											
Pass MC Acquirer Support Fee ☒ Yes ☐ No Pass MC Cross Border Fee ☒ Yes ☐ No Pass Discover Data Usage Charge ☒ Yes ☐ No Pass Visa Acq ISA Fee ☒ Yes ☐ No											
Pass MC Proc Integrity Fee ☒ Yes ☐ No Pass Discover Int'l Proc Fee ☒ Yes ☐ No Pass Discover Int'l Service Fee ☒ Yes ☐ No Pass MC Nat'l Acquirer Brand Usage (NABU) Fee ☒ Yes ☐ No											
Authorization & Capture Transaction Fees											
MC/Visa Auth & Capture Fee: \$ 20 (per Item) Discover Network PayPal Auth & Capture Fee: \$ 20 (per Item) American Express OptBlue® Auth & Capture Fee: \$ 20 (per Item)											
American Express Pass Through (existing) SE #: _____											
Voice Authorization \$ 1.50 (per Item) Electronic AVS Fee \$ _____ (per Item) Voice AVS Fee \$ 4.00 (per Item) ARU Fee \$ 1.00 (per Item)											
First Data Payeezy™ Gateway Services											
☐ Payeezy Gateway Participation Payeezy Gateway Effective Date: _____											
Payeezy Gateway One Time Setup Fee \$ _____ (one time) Payeezy Gateway Monthly Fee \$ _____ (monthly) Payeezy Gateway Auth Fee \$ _____ (per Item) Payeezy Gateway AVS Fee \$ _____ (per Item) Payeezy PayPal Auth Fee \$ _____ (per Item) Payeezy PayPal Sale Fee \$ _____ (per Item) Payeezy PayPal Return Fee \$ _____ (per Item)											
First Data Payeezy™ Gateway Services Telecheck											
Payeezy Gateway Telecheck Auth Fee \$ _____ (per Item) Payeezy Gateway Telecheck Deposit Fee \$ _____ (per Item) Payeezy Gateway Telecheck Adjustment Fee \$ _____ (per Item)											
User Defined Grid Fees											
Wireless Monthly Service Fee \$ _____ AccessOne Fee \$ _____ Customer Service Fee \$ _____ Debit Access Fee \$ _____ Supplies: \$ _____ Other: \$ _____											
TIN/TFN & Regulatory Product Fees											
Reg. Product Fee (Monthly) \$ _____ TIN/TFN Invalid (Monthly) \$ _____ Website Usage (Per Item) \$ _____											

Merchant Initials: _____

OmahaWF1904		7. SERVICE FEE SCHEDULE (cont'd)		OmahaWF1910(ia)	
Merchant Fee Control Grid Fees					
Annual Fee \$ _____		Other: \$ _____		Other: \$ _____	
Month _____		☐ Per Item ☐ Monthly ☐ Annually Month _____		☐ Per Item ☐ Monthly ☐ Annually Month _____	
Pass Visa File Transmission Fee	☐ Yes ☒ No	Visa File Transmission Transaction Fee Surcharge	(Flat Rate) \$ _____		
Pass Visa Acquirer Credit Voucher Data Processing Fee	☐ Yes ☒ No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge	(Per Item) \$ _____		
Pass Visa AFD Non Participation Fee	☐ Yes ☒ No	Visa AFD Non Participation Fee Surcharge	(Per Item) \$ _____		
Pass Discover Network Auth Fee	☐ Yes ☒ No	Discover Network Auth Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____		
Discover Dispute Fee	(Per Item) \$ _____	Discover Retrieval Fee	(Per Item) \$ _____		
Pass PayPal Participation Authorization Fee	☐ Yes ☒ No	PayPal Participation Authorization Fee Surcharge	(Sales Volume) _____ %		
Pass American Express OptBlue® Access Fee	☒ Yes ☐ No				
Pass American Express OptBlue® Network Fee	☒ Yes ☐ No	American Express OptBlue® Network Fee Surcharge	(Sales Volume) _____ %		
American Express Dispute Fee	(Per Item) \$ _____	American Express Retrieval Fee	(Per Item) \$ _____		
Pass MasterCard Kilobyte Fee	☐ Yes ☒ No	MasterCard Kilobyte Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____		
Pass MasterCard CVC2 Fee	☐ Yes ☒ No	MasterCard CVC2 Fee Surcharge	(Flat Rate) \$ _____ or (Per Item) \$ _____		
Pass MasterCard ICA AVS Fee	☐ Yes ☒ No	MasterCard ICA AVS Fee Surcharge	(Per Item) \$ _____		
Pass MasterCard Digital Enablement Fee	☐ Yes ☒ No	MasterCard Digital Enablement Fee Surcharge	(Sales Volume) _____ %		
Pass MasterCard Business to Business US	☒ Yes ☐ No	MasterCard Business to Business US Surcharge	(Sales Volume) _____ %		
Pass MasterCard SecureCode Transaction Fee	☐ Yes ☒ No	MasterCard SecureCode Transaction Fee Surcharge	(Flat Rate) \$ _____		
Pass MasterCard Location Fee	☒ Yes ☐ No	MasterCard Location Fee Surcharge	(Flat Rate) \$ _____		
Pass STAR Debit Network Annual Fee	☐ Yes ☐ No	STAR Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____		
Pass Pulse Debit Network Annual Fee	☐ Yes ☐ No	Pulse Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____		
Pass Jeanie Debit Network Annual Fee	☐ Yes ☐ No	Jeanie Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____		
Pass NYCE Debit Network Annual Fee	☐ Yes ☐ No	NYCE Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____		
Pass Accel Debit Network Annual Fee	☐ Yes ☐ No	Accel Debit Network Annual Fee Surcharge	(Flat Rate) \$ _____		
TransArmor Solution Full Bundle Fee	(Flat Rate) \$ _____	TransArmor Solution PCI Only Fee	(Flat Rate) \$ _____	TransArmor Data Protection Fee	(Flat Rate) \$ _____
Clover Service Fee Monthly (per station)	(Flat Rate) \$ _____	Wireless Monthly Service Fee	(Per Item) \$ _____	Wireless Activation Fee	(Flat Rate) \$ _____
Clover Go Monthly Fee (per MID)	(Flat Rate) \$ _____	Insightics Solution Monthly Fee (per MID)	(Flat Rate) \$ _____	Paycozy Webstore Solution Monthly Fee (per webstore)	(Flat Rate) \$ _____
Perka Solution Monthly Fee (per MID)	(Flat Rate) \$ _____	(For the Perka Solution, you will be provided with registration instructions and will be asked to electronically agree to Perka Inc.'s terms and conditions)			
DCC Chargeback Fee	Per Chargeback \$ _____	DCC Retrieval Fee	Per Retrieval \$ _____	DCC Transaction Fee	Per Settlement \$ _____

8. EQUIPMENT/THIRD PARTY INFORMATION	
Network (Front End): ☐ Omaha ☐ North ☐ Nashville ☐ Buypass	
Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No	
If yes, identify the Third Party Processor used: ☐ 00 None ☐ 01 Yahoo ☐ 02 Authorize.net ☐ 03 Cybersource ☐ 04 Verifone ☐ 05 Merchant Link ☐ 06 Shift 4 ☐ 07 Apriva ☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other (please specify) _____	
INTERNET GATEWAY: ☐ First Data Global Gateway ☐ Other: _____	
Wireless Network: _____	
PC/Internet Software _____ Quantity _____ ☐ New ☐ Rent ☐ Lease ☐ Existing	
Terminal Model _____ Quantity _____ ☐ New ☐ Rent ☐ Lease ☐ Existing	
Printer Model _____ Quantity _____ ☐ New ☐ Rent ☐ Lease ☐ Existing	
PIN Pad _____ Quantity _____ ☐ New ☐ Rent ☐ Lease ☐ Existing	

Merchant Initials: _____

8. EQUIPMENT/THIRD PARTY INFORMATION (cont'd)

LEASE COMPANY: (04) First Data Global Leasing

Annual Tax Handling Fee:

Lease Term: _____ Mos.

☐ AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM,
NC, OK, OR, RI, SC, TN, TX, VT, VA, WV, WI, WY

☐ All other States 10.20

Total Monthly Lease Charge: \$ _____

Total Cost To Lease (without tax): \$ _____

(w/o taxes, late fees, or other charges that may apply - See Lease Agreement in Program Guide for details. This is a non-cancelable lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Address _____ City _____ State _____ Zip _____ Attention: _____

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 8, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, and the TeleCheck Services Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Services Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references. In connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.

Client's Business Principal/Officer:

Signature X _____ Title _____ (Services): For First Data Merchant Services LLC
Print Name of Signer _____ Date _____ and Wells Fargo Bank, N.A.,
Signature X _____ Title _____ (a member of Visa USA, Inc.,
Print Name of Signer _____ Date _____ and MasterCard International, Inc.)
Signature X _____ Title _____ X Signature _____
Print Name of Signer _____ Date _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature X _____ Print Name/Title: _____ Date _____
Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X _____ Print Name: _____ Date _____

Personal Guarantee Signature X _____ Print Name: _____ Date _____

OmahaWF1904		MERCHANT PROCESSING APPLICATION AND AGREEMENT		OmahaWF1910(a)	
Sales Office _____		Print Sales Rep Name _____		Sales ID # _____	
Merchant Number _____		Sales Rep. Signature _____		Phone # _____	

I. BUSINESS INFORMATION						Page 1 of 5
Client's Business Name (Doing Business As): _____			Client's Corporate/Legal Name (Use Also For Headquarter's Information): _____			
Business Address: _____			Billing Address (If Different Than Location Address): _____			
City: _____	State: _____	Zip: _____	City: _____	State: _____	Zip: _____	
Location Phone #: _____		Location Fax #: _____		Contact Name: _____		
Business E-mail Address: _____			Contact Fax # / E-mail Address: _____			
Business Website Address: _____			Contact Phone #: _____			
Customer Service Phone #: _____		Customer Service E-mail Address: _____		Send Retrieval Requests to: ☐ Business Location ☐ Corp/Legal Location		
				Send Merchant Monthly Statement to: ☐ Business Location ☐ Corp/Legal Location		
Date Business Started: _____						
☐ INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		☐ TAX EXEMPT ORGANIZATION (501C) State: _____		☐ GOVERNMENT (Federal, State, Local)		
☐ CORPORATION - CHAPTER S, C State: _____		☐ INTERNATIONAL ORGANIZATION		☐ LIMITED LIABILITY COMPANY State Filed: _____		
☐ MEDICAL OR LEGAL CORPORATION State: _____		☐ ASSOCIATION/ESTATE/TRUST State Filed: _____		☐ PARTNERSHIP State Filed: _____		
Name (as it appears on your income tax return) _____		FEDERAL TAX ID # (as it appears on your income tax return) _____		☐ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)		
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)						
*SIC/MCC: _____		IATA/ARC: _____ (MCC 4722 Only)				
Note: If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 6965, 6967 and 7841¹, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations².						
¹Registration for MCC 7841 is only required for non-face-to-face adult content. ²Information herein, including applicable MCCs, is subject to change.						
Detailed Explanation of Type of Merchandise, Products or Services Sold: _____						

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS	
1. Zone: ☐ Business District ☐ Industrial ☐ Residential 2. Location: ☐ Mall ☐ Office ☐ Home ☐ Shopping Area ☐ Apartment ☐ Isolated ☐ Door-to-Door ☐ Flea Market ☐ Other 3. How many employees: _____ 4. How many registers / Terminals: _____ 5. Is proper license visible? ☐ Yes ☐ No, explain: _____ 6. Where is the merchant name displayed at the site? ☐ Window ☐ Door ☐ Store Front 7. Merchant Occupies: ☐ Ground Floor ☐ Other: _____ 8. # of Floors/Levels: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+ 9. Remaining Floor(s) Occupied by: ☐ Residential ☐ Commercial ☐ Combination ☐ None 10. Approximate Square Footage: ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus 11. Are customers required to leave a deposit? ☐ No ☐ Yes If Yes, % of deposit required: _____% 12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None	13. Do you have a refund policy for MC/Visa/Discover® Network-PayPal/American Express OptBlue® Sales? ☐ Yes ☐ No If yes, check one: ☐ Exchange ☐ MC/Visa/Discover Network-PayPal/ ☐ Store Credit American Express OptBlue® Credit If MC/V/Discover Network-PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions? ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 14. Advertising Method (Attach at least one): ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio ☐ Internet ☐ Phone ☐ Newspaper/Journals ☐ Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant. 15. Previous Processor: _____ 16. Check Reason For Leaving: ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered)
1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100% 2. MC/Visa/Discover Network-PayPal/American Express OptBlue® sales are deposited (check one): ☐ Date of order ☐ Date of delivery ☐ Other (specify): _____ 3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? ☐ Yes ☐ No

Merchant Initials: _____

3. OWNERS / PARTNERS / OFFICERS	
OWNER / PARTNER / OFFICER 1 Name: (First, MI, Last) _____ % Ownership: _____ Title: _____ Home Address: (No P.O. Box) _____ City: _____ State: _____ Zip: _____ Country: _____ Telephone #: _____ Social Security #: _____ D.O.B.: _____ DL #: _____ State: _____	OWNER / PARTNER / OFFICER 2 Name: (First, MI, Last) _____ % Ownership: _____ Title: _____ Home Address: (No P.O. Box) _____ City: _____ State: _____ Zip: _____ Country: _____ Telephone #: _____ Social Security #: _____ D.O.B.: _____ DL #: _____ State: _____

4. SETTLEMENT INFORMATION	
Deposit Bank: _____	
Transit / ABA #: _____	Deposit Account #: _____
ACH Detail Flag: ☐ Individual ☐ Combined ☐ Separate (defaults to Combined if option not selected)	

5. TRANSACTION INFORMATION	
FINANCIAL DATA Gross YEARLY Sales Volume (Cash + Credit + Debit + Check) \$ _____ Avg. MC/Visa/Discover Network - PayPal Ticket (Estimate if Never Processed in Past) \$ _____ Average YEARLY MC/Visa Volume \$ _____ Avg. American Express OptiBlue® Ticket (Estimate if Never Processed in Past) \$ _____ Average YEARLY Discover Network - PayPal Volume \$ _____ Highest Ticket Amount \$ _____ Average YEARLY American Express OptiBlue® Volume \$ _____ Seasonal? ☐ No ☐ Yes High Volume Months Open: _____	WHERE IS SALE TRANSACTED? (Must = 100%) Store Front/Swiped _____ % Internet _____ % Mail Order _____ % Telephone Order _____ % Total 100%

6. GRID INFORMATION - INTERNAL USE ONLY			
AUTHORIZATION GRID ID #: 140		USER DEFINED GRID ID #: _____	
		MFC GRID ID: 15113202 8-pos. Alpha/Numeric	
MC TIERED GRID ID 8-pos. Alpha/Numeric	VISA TIERED GRID ID 8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal TIERED GRID ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptiBlue® TIERED GRID ID 8-pos. Alpha/Numeric
MC CREDIT MPG ID 8-pos. Alpha/Numeric	VISA CREDIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal CREDIT MPG ID 8-pos. Alpha/Numeric	
MC DEBIT MPG ID 8-pos. Alpha/Numeric	VISA DEBIT MPG ID 8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID 8-pos. Alpha/Numeric	AMERICAN EXPRESS OptiBlue® CREDIT MPG ID 8-pos. Alpha/Numeric

7. SERVICE FEE SCHEDULE			
Accept all MasterCard, Visa, Discover Network and American Express OptiBlue® Transactions (presumed, unless any selections below are checked)			
MasterCard ☐ MC Credit Transactions ☐ MC Non-PIN Debit Trans.	Visa ☐ Visa Credit Transactions ☐ Visa Non-PIN Debit Trans.	Discover Network ☐ Discover Network Credit Transactions ☐ Discover Network Non-PIN Debit Trans.	American Express OptiBlue® ☐ American Express Credit Transactions
☐ Discount Collected ☐ Daily ☐ Monthly		Discover Network-PayPal ☐ Discover Network-PayPal Credit Transactions	

Tiered Discount Fees (Based on Gross Sales Volume)											
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network-PayPal Qual Credit	%	\$	American Express OptiBlue® Qual Credit	%	\$
MC Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network-PayPal Mid-Qual Credit	%	\$	American Express OptiBlue® Mid-Qual Credit	%	\$
MC Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network-PayPal Non-Qual Credit	%	\$	American Express OptiBlue® Non-Qual Credit	%	\$
MC Worldcard Qual	%	\$	Visa Rewards 1	%	\$						
MC Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$						
MC Worldcard Non-Qual	%	\$									
MC Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$			
MC Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$			
MC Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$			
MC Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$			

Merchant Initials: _____

OmahaWF1904		7. SERVICE FEE SCHEDULE (cont'd)						OmahaWF1910(a)	
ERR									
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees	
MC Qual Credit	1.69 %	.35 %	Visa Qual Credit	1.69 %	.35 %	Discover Network - PayPal Qual Credit	1.69 %	.35 %	American Express OptiBlue® Qual Credit
MC Qual Debit	1.69 %	.35 %	Visa Qual Debit	1.69 %	.35 %	Discover Network Qual Debit	1.69 %	.35 %	
Pass Through Interchange - Includes Dues and Assessments									
	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
MC Qual Credit	%	Visa Qual Credit	%	Discover Network - PayPal Qual Credit	%	American Express OptiBlue® Qual Credit	0 %		
MC Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%	American Express OptiBlue® has Program Pricing and not interchange and are subject to change.			
Other Item Rate									
MC Credit	\$	Visa Credit	\$	.0175	Discover Network - PayPal Credit	\$	American Express OptiBlue® Credit	\$	
MC Debit	\$	Visa Debit	\$	.0175	Discover Network Debit	\$			
Other Volume %									
MC Credit	%	Visa Credit	%	Discover Network - PayPal Credit	%	American Express OptiBlue® Credit	%		
MC Debit	%	Visa Debit	%	Discover Network Debit	%				
PIN Debit									
☐ Pass Through Debit Network Fees Other Item Rate \$ _____ (per item) Other Volume Percent _____ % (per item)									
Fleet									
WEX: Other Item Rate \$ _____ (per item) Voyager: Qual _____ % Other Item Rate \$ _____ (per item)									
TeleCheck									
☐ ECA Warranty ☐ Mail Order Warranty ☐ Single Hold Check Warranty ☐ Multiple Hold Check Warranty ☐ Paper Warranty ☐ C.O.D. Warranty SE # _____									
Inquiry Rate _____ % Per TXN Fee \$ _____ Stmt/Processing Fee \$ 5.00 ECA Chargeback Fee \$ 5.00 Doc. Risk Surcharge .10 % Monthly Minimum Fee \$ _____ (Per Location) Customer Requested Operator Call (CROC) \$ 2.50									
Miscellaneous Fees									
☒ Dues and Assessments		V/MC Chargeback Fee (Per Item) \$ 25		V/MC Retrieval Fee (12B Letter) (Per Item) \$ 10		Return Trans. Fee (Per Item) \$ _____			
Sales Transaction Fee (Per Item) \$ _____		Batch Fee (Per Item) \$ _____		Early Termination Fee (One Time Fee) \$ 295		eIDS Access Fee (Flat Rate) \$ _____			
EBT - Food Stamps (Per Item) \$ _____		EBT - Cash Benefits (Per Item) \$ _____		Other: \$ _____					
Minimum Monthly Fee \$ _____		Monthly Statement Fee (Acct on File) \$ 10		ACH Reject Fee (Per Item) \$ 25		Pass Visa Trans Integrity Fee ☐ Yes ☒ No			
MC License Fee (Per Sales Item) \$ _____		(Sales Volume) %		(Flat Rate) \$ _____		☐ Monthly ☐ Annually in December			
Visa Proc Fee (Per Item) \$ _____		MC Proc Fee (Per Item) \$ _____		Visa BIN Fee (Per Item) \$ _____		MC ICA Fee (Per Item) \$ _____			
Pass Visa Fixed Acquirer Network Fee (FANF) ☒ Yes ☐ No		Visa FANF Card Present Surcharge (Flat Rate) \$ _____		Visa FANF Card Not Present Surcharge (Flat Rate) \$ _____					
Pass Visa Acquirer Processing Fee ☐ Yes ☒ No		Pass Visa Misuse of Auth Fee ☒ Yes ☐ No		Pass Visa Zero Floor Limit Fee ☒ Yes ☐ No		Pass Visa Int'l Acquirer Fee ☒ Yes ☐ No			
Pass MC Acquirer Support Fee ☒ Yes ☐ No		Pass MC Cross Border Fee ☒ Yes ☐ No		Pass Discover Data Usage Charge ☒ Yes ☐ No		Pass Visa Acq ISA Fee ☒ Yes ☐ No			
Pass MC Proc Integrity Fee ☒ Yes ☐ No		Pass Discover Int'l Proc Fee ☒ Yes ☐ No		Pass Discover Int'l Service Fee ☒ Yes ☐ No		Pass MC Nat'l Acquirer Brand Usage (NABU) Fee ☒ Yes ☐ No			
Authorization & Capture Transaction Fees			First Data Paycozy™ Gateway Services			First Data Paycozy™ Gateway Services Telecheck			
MC/Visa Auth & Capture Fee: \$.20 (per item)			☐ Paycozy Gateway Participation			Paycozy Gateway Effective Date: _____			
Discover Network PayPal Auth & Capture Fee: \$.20 (per item)			Paycozy Gateway One Time Setup Fee \$ _____ (one time)			Paycozy Gateway Telecheck Auth Fee \$ _____ (per item)			
American Express Pass Through (existing) SE #: _____			Paycozy Gateway Monthly Fee \$ _____ (monthly)			Paycozy Gateway Telecheck Deposit Fee \$ _____ (per item)			
Voice Authorization \$ 1.50 (per item)			Paycozy Gateway Auth Fee \$ _____ (per item)			Paycozy Gateway Telecheck Adjustment Fee \$ _____ (per item)			
Electronic AVS Fee \$ _____ (per item)			Paycozy Gateway AVS Fee \$ _____ (per item)						
Voice AVS Fee \$ 4.00 (per item)			Paycozy PayPal Auth Fee \$ _____ (per item)						
ARU Fee \$ 1.00 (per item)			Paycozy PayPal Sale Fee \$ _____ (per item)						
			Paycozy PayPal Return Fee \$ _____ (per item)						
User Defined Grid Fees					TIN/TFN & Regulatory Product Fees				
Wireless Monthly Service Fee \$ _____		AccessOne Fee \$ _____		Reg. Product Fee (Monthly) \$ _____					
Customer Service Fee \$ _____		Debit Access Fee \$ _____		TIN/TFN Invalid (Monthly) \$ _____					
Supplies: \$ _____		Other: \$ _____		Website Usage (Per Item) \$ _____					

Merchant Initials: _____

7. SERVICE FEE SCHEDULE (cont'd)
Merchant Fee Control Grid Fees

Annual Fee \$ _____	Other: \$ _____	Other: \$ _____
Month _____	☐ Per Item ☐ Monthly ☐ Annually Month _____	☐ Per Item ☐ Monthly ☐ Annually Month _____
Pass Visa File Transmission Fee ☐ Yes ☒ No	Visa File Transmission Transaction Fee Surcharge (Flat Rate) \$ _____	
Pass Visa Acquirer Credit Voucher Data Processing Fee ☐ Yes ☒ No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge (Per Item) \$ _____	
Pass Visa AFD Non Participation Fee ☐ Yes ☒ No	Visa AFD Non Participation Fee Surcharge (Per Item) \$ _____	
Pass Discover Network Auth Fee ☐ Yes ☒ No	Discover Network Auth Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Discover Dispute Fee (Per Item) \$ _____	Discover Retrieval Fee (Per Item) \$ _____	
Pass PayPal Participation Authorization Fee ☐ Yes ☒ No	PayPal Participation Authorization Fee Surcharge (Sales Volume) % _____	
Pass American Express OptBlue® Access Fee ☒ Yes ☐ No		
Pass American Express OptBlue® Network Fee ☒ Yes ☐ No	American Express OptBlue® Network Fee Surcharge (Sales Volume) % _____	
American Express Dispute Fee (Per Item) \$ _____	American Express Retrieval Fee (Per Item) \$ _____	
Pass MasterCard Kilobyte Fee ☐ Yes ☒ No	MasterCard Kilobyte Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Pass MasterCard CVC2 Fee ☐ Yes ☒ No	MasterCard CVC2 Fee Surcharge (Flat Rate) \$ _____ or (Per Item) \$ _____	
Pass MasterCard ICA AVS Fee ☐ Yes ☒ No	MasterCard ICA AVS Fee Surcharge (Per Item) \$ _____	
Pass MasterCard Digital Enablement Fee ☐ Yes ☒ No	MasterCard Digital Enablement Fee Surcharge (Sales Volume) % _____	
Pass MasterCard Business to Business US ☒ Yes ☐ No	MasterCard Business to Business US Surcharge (Sales Volume) % _____	
Pass MasterCard SecureCode Transaction Fee ☐ Yes ☒ No	MasterCard SecureCode Transaction Fee Surcharge (Flat Rate) \$ _____	
Pass MasterCard Location Fee ☒ Yes ☐ No	MasterCard Location Fee Surcharge (Flat Rate) \$ _____	
Pass STAR Debit Network Annual Fee ☐ Yes ☐ No	STAR Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Pulse Debit Network Annual Fee ☐ Yes ☐ No	Pulse Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Jeanie Debit Network Annual Fee ☐ Yes ☐ No	Jeanie Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass NYCE Debit Network Annual Fee ☐ Yes ☐ No	NYCE Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
Pass Accel Debit Network Annual Fee ☐ Yes ☐ No	Accel Debit Network Annual Fee Surcharge (Flat Rate) \$ _____	
TransArmor Solution Full Bundle Fee (Flat Rate) \$ _____	TransArmor Solution PCI Only Fee (Flat Rate) \$ _____	TransArmor Data Protection Fee (Flat Rate) \$ _____
Clover Service Fee Monthly (per station) (Flat Rate) \$ _____	Wireless Monthly Service Fee (Per Item) \$ _____	Wireless Activation Fee (Flat Rate) \$ _____
Clover Go Monthly Fee (per MID) (Flat Rate) \$ _____	Insightics Solution Monthly Fee (per MID) (Flat Rate) \$ _____	Paycozy Webstore Solution Monthly Fee (per webstore) (Flat Rate) \$ _____
Perka Solution Monthly Fee (per MID) (Flat Rate) \$ _____	(For the Perka Solution, you will be provided with registration instructions and will be asked to electronically agree to Perka Inc.'s terms and conditions)	
DCC Chargeback Fee Per Chargeback \$ _____	DCC Retrieval Fee Per Retrieval \$ _____	DCC Transaction Fee Per Settlement \$ _____

8. EQUIPMENT/THIRD PARTY INFORMATION

Network (Front End): ☐ Omaha ☐ North ☐ Nashville ☐ Buypass

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, identify the Third Party Processor used: ☐ 00 None ☐ 01 Yahoo ☐ 02 Authorize.net ☐ 03 Cybersource ☐ 04 Verifone ☐ 05 Merchant Link ☐ 06 Shift 4 ☐ 07 Apriva ☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other (please specify) _____

INTERNET GATEWAY: ☐ First Data Global Gateway ☐ Other: _____

Wireless Network: _____

PC/Internet Software _____	Quantity _____	☐ New ☐ Rent ☐ Lease ☐ Existing
Terminal Model _____	Quantity _____	☐ New ☐ Rent ☐ Lease ☐ Existing
Printer Model _____	Quantity _____	☐ New ☐ Rent ☐ Lease ☐ Existing
PIN Pad _____	Quantity _____	☐ New ☐ Rent ☐ Lease ☐ Existing

Merchant Initials: _____

8. EQUIPMENT/THIRD PARTY INFORMATION (cont'd)

LEASE COMPANY: (04) First Data Global Leasing **Annual Tax Handling Fee:**
☐ AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, ☐ All other
 NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY **30.20** States **10.20**
Lease Term: _____ Mos.

Total Monthly Lease Charge: \$ _____ **Total Cost To Lease (without tax): \$** _____

(w/o taxes, late fees, or other charges that may apply -- See Lease Agreement in Program Guide for details. This is a non-cancelable lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Address _____ **City** _____ **State** _____ **Zip** _____ **Attention:** _____

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 8, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, and the TeleCheck Services Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Services Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.

Client's Business Principal/Officer:

Signature **X** _____ Title _____ **(Services): For First Data Merchant Services LLC**
 Print Name of Signer _____ Date _____ **and Wells Fargo Bank, N.A.,**
 Signature **X** _____ Title _____ **(a member of Visa USA, Inc.**
 Print Name of Signer _____ Date _____ **and MasterCard International, Inc.)**
 Signature **X** _____ Title _____ **X Signature** _____
 Print Name of Signer _____ Date _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____
 Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X _____ **Print Name:** _____ **Date** _____
Personal Guarantee Signature X _____ **Print Name:** _____ **Date** _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY
CLERK TO ENTER INTO AN AGREEMENT WITH CARDKNOX
FOR CREDIT CARD PROCESSING AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

WHEREAS, the City of Bentonville approved a contract to purchase the TrakIt Permitting Software; and,

WHEREAS, in order to process online applications with the new TrakIt software, a browser-based EMV payment solution is required.

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

Section 1. That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Cardknox for credit card processing, as set forth in the Agreements attached hereto as Exhibit A: Web Based Processing and Exhibit B: In-Person Processing.

Section 2. That Cardknox is a preferred vendor with Sunguard, the company administering the city's permitting software, and that Cardknox has a proprietary solution to integrate and interface with the new TrakIt permitting software, it would be neither practical nor feasible to advertise for competitive bidding and that the requirement is herein waived.

Section 3. That this Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	17-02
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Award bid #17-02 to Rodden Landscape Company for mowing services in the amount of \$45.00 per hour for one (1) lead worker and \$35.00 per hour for one (1) additional worker. This is a budgeted item in the amount of \$30,000.00.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: March 14, 2017
Re: Bid Award for Mowing Services (Bid #17-02)

Sec. 302.4 of the city's property maintenance code prohibits the length of grass and weeds to exceed 8". When the Code Enforcement Division has exhausted all efforts to have the property owner mow, the city will proceed with mowing and place a lien on the property for costs associated with bringing it into compliance. Bid #17-02 was issued to hire a contractor to provide this mowing service.

Bids were accepted on Wednesday, February 15, 2017 at 1:30 p.m. in the Purchasing Office located at 117 West Central Avenue. A single bid was received from Rodden Landscape Company in the amount of \$45 per hour for one (1) lead worker and \$35 per hour for one (1) additional worker (Bid Proposal Form attached). This price includes labor, fuel, machinery, equipment, tools, supplies, debris removal, supervision, insurance and all other accessories and services necessary to complete the bid. This is a budgeted item in the amount of \$30,000.

Staff recommends awarding Bid #17-02 to Rodden Landscape Company.



Contract Agreement

This Agreement made as of the _____ day of _____ in the year 2017

Between the Owner: City of Bentonville
117 West Central
Bentonville, AR 72712-5256
Phone: (479) 271-3112

And the Contractor: Rodden Landscaping Company
902 S.E. 8th Street
Bentonville, AR 72712

For Code Compliance Mowing Services located within the City of Bentonville.

The Owner and Contractor agree as set forth below:

Article 1: The Contract Documents

The Contract documents consist of the Agreement, General Conditions of the Contract, any addenda issued prior to execution of this Agreement, other documents listed on this Agreement and Modifications issued after execution of this Agreement: these form the Binding Contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between parties hereto and supersedes prior negotiations, representations of agreements, either written or oral.

Article 2: The Work of this Contract

The contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others, or as follows:

This work consists of mowing and weedeating all grass and weeds on the identified properties to an acceptable height and clearing all yard waste such as excessive grass clippings, leaves, limbs and trash from the site.

Contractor is responsible for all equipment and supplies to perform the required services at a price of \$45.00 per hour for one (1) lead worker and \$35.00 per hour for one (1) additional worker for the year 2017. Contractor shall also maintain general liability and workers compensation insurance for the duration of this contract.

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

Article 3: Response time and deadline for invoice submittals for services

Response time shall be a maximum of three (3) business days (weather permitting) of Notice by the Owner. Once services have been approved, contractor must submit invoice for services within Seven (7) calendar days to the owner for payment.

This agreement shall be in effect as of this _____ day of _____ 2017.

Owner:

City of Bentonville
Arkansas

By: _____
Bob McCaslin, Mayor

[Corporate Seal]

Attest: _____

Address for giving notices

Contractor:

By: _____

[Corporate Seal]

Attest: _____

Address for giving notices

**Invitation to Bid
Code Compliance Mowing and Debris Removal
City of Bentonville**

DATE ISSUED: 1/3/17

PROJECT ADDRESS: Various properties within the Bentonville City Limits.

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal regarding the services being bid on, and agree to furnish these services at the price stated. This price shall include labor, fuel, machinery, equipment, tools, supplies, debris removal, supervision, insurance and all other accessories and services necessary to complete the items bid.

Bidders should enclose proof of insurance with their bid.

Please Notice:

The City of Bentonville would like to inform all bidders of the following information.

- A City of Bentonville Code Compliance Officer must be present at the beginning and end of all code violation locations.
- Contractor will be responsible for mowing/weedeating all grass and weeds on the property to an acceptable height (3"-4") and clearing all yard waste such as excessive lawn clippings, loose limbs, and leaves from the site.
- It shall be the discretion of the City of Bentonville to determine if a site is considered "clean". If any site is not considered "clean" by the appropriate City of Bentonville personnel, the service provider must work in a timely manner to get the site to standards acceptable by the City of Bentonville.
- Start time begins when the work crew and the Code Compliance Officer meet at the pre-arranged location. Time will not be accrued before meeting the Code Compliance Officer.
- Invoices must be submitted within seven (7) days of the completion of work for a specific site.
- The contractor must be able to start a job three (3) business days from date of notification (under normal working conditions).
- The contractor is responsible to be prepared with proper equipment and supplies to do each job.
- Any debris tracked or thrown into the street must be removed by the contractor.
- This contract is for cleaning up properties within the city limits of Bentonville, Arkansas.

**Code Compliance Bid Proposal Form
Mowing Contractor**

DATE ISSUED: 1/27/17

PROJECT ADDRESS: Various properties within the Bentonville City limits.

DATE AND TIME OF OPENING: Wednesday, February 15, 2017 at 1:30 pm.

Item 1 is the rate paid only to the Lead Worker. Only one (1) Lead Worker is allowed per job site per day. Additional workers will be paid at the rate stated in Item 2. The contractor may have one (1) Lead Worker and one (1) Additional Worker at the job site, unless otherwise arranged with the appropriate City of Bentonville personnel.

RATES

Lead Worker – One (1) Lead Worker per job site per day

1. Mowing

Price per hour rate: \$ 45

Additional Worker – One (1) Additional Worker per job site per day

2. Hourly rate of additional person:

\$ 35 per person.

Are you able to move small amounts of junk and debris encountered during mowing of the property to the curb for pick up?

☒ YES ☐ NO

What type of mowing equipment would be used?

hustler, trimstar, billygoat

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal regarding the services being bid on, and agree to furnish these services at the prices stated. These prices shall include labor, fuel, machinery, equipment, tools, supplies, supervision, insurance, and all other accessories and services necessary for the job, unless otherwise agreed.

These prices shall remain good and firm for the calendar year 2017.

Contractor Information Section

(All fields in this section must be completed; if a section is incomplete the bid may be eliminated from consideration.)

Date: 1.25.17

Name of Firm: Rodden Landscape Company

Phone: 479.271.0867 Cell Phone: 479.644.9882

Street Address or P.O. Box # 902 S.E. 8th Street

City/State/Zip Code Bentonville, Arkansas 72712

Printed Name: Teff Widener

Signature:  Title: Maintenance Manager

Federal Tax ID# 20-0557367 or SS#

This form must be returned to the Bentonville Purchasing Office, 117 West Central, Bentonville Arkansas, in a sealed envelope marked with the **Bid number, and Contractors name** on or before the Deadline for submittals. Evidence of Liability Insurance and Workers Compensation Insurance must be included with the bid submittal.

CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Bentonville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion. This bid is considered a public improvement bid. Certificates of insurance are to be addressed to the City of Bentonville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation: Statutory Amount Comprehensive

General & Automotive Liability: \$250,000 each person. \$500,000 aggregate.

Property Damage Liability: \$100,000 aggregate



CERTIFICATE OF LIABILITY INSURANCE

RODLA-1

OP ID: 05

DATE (MM/DD/YYYY)

01/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rogers Insurance Agency 2809 W. Ajax, # 300 Rogers, AR 72768-6226 Bradley R Julian	CONTACT NAME: Bradley R Julian PHONE (A/C No., Ext): 479-636-4551 E-MAIL: dstevenson@Rogers-Insurance.com ADDRESS: dstevenson@Rogers-Insurance.com
INSURED Rodden Landscape Co. Michele 902 SE 8th St. Bentonville, AR 72712	INSURER(S) AFFORDING COVERAGE INSURER A : EMCASCO Insurance Co. NAIC # 21407 INSURER B : Bridgefield Casualty Insurance 10335 INSURER C : Employers Mutual Casualty Co. 21415 INSURER D : INSURER E : INSURER F :

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (INS) VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	5D1936817	08/20/2016	08/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		5E1936817	08/20/2016	08/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB DED ☒ RETENTION \$ 10,000		5J1936817	08/20/2016	08/20/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	83049455	11/15/2016	11/15/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
CITB001 City of Bentonville 117 W. Central Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by: Shelli Kerr
obo Public Art Advisory Committee

Department Planning Services

Phone 271-6822

ACTION REQUIRED:

Approval of the Bentonville Public Library's proposal to install *StoryWalk*® at Train Station Park, 402 S. Main Street, by April 24, 2017. The project will be funded from partnering organizations and sponsors, with minimal expense to the Bentonville Public Library's operating budget. The Public Art Advisory Committee recommended approval on February 14, 2017 and the Parks and Recreation Advisory Board recommended approval on February 27, 2017.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: March 14, 2017
Re: Proposal for public art on public property – StoryWalk®

Bentonville Public Library (BPL), in collaboration with the Scott Family Amazeum, proposes to install a StoryWalk® in Train Station Park at 402 South Main Street. The park is owned by the Bentonville Library Foundation and maintained by the City of Bentonville Parks and Recreation Department. Both organizations support the project.

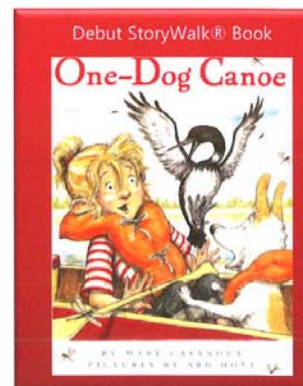
The StoryWalk® project is an engaging installation that allows park visitors to enjoy reading while outdoors. It consists of laminated pages from a children's picture book that will be affixed to 18 pedestals installed along the path in Train Station Park. This site was selected for its location in the Art District and its close proximity to the library. StoryWalk® is directly in-line with Bentonville Library's mission to engage our community, encourage discovery and promote literacy by offering lifelong learning opportunities

Temporary pedestals will be installed by April 24 to coordinate with the Third Annual Youth Literature Festival on April 29. BPL's debut StoryWalk® book is 'One Dog Canoe' by Mary Casanova, illustrated by Bentonville's own Ard Hoyt (both Casanova and Hoyt are participating in the festival). The library is partnering with the Bentonville High School Ignite Program to work with construction-tract students for CAD design and installation of the permanent pedestals. Book content will be rotated twice per year and will be selected to reflect Bentonville's family-oriented community.

The cost of materials, installation and maintenance will be absorbed by partner organizations and sponsors, with minimal expense to the library's operating budget.

The project is supported by the Library Advisory Board, Bentonville Library Foundation, and Bentonville Parks and Recreation staff. Formal approvals were given by the Bentonville Public Art Advisory Committee (Feb. 14) and the Bentonville Parks and Recreation Advisory Board (Feb. 27).

The Public Art Policy adopted on May 14, 2013 requires any artwork proposed to be placed on public property be approved by both the Bentonville Public Art Advisory Committee and City Council.





February 23, 2017

Mayor Bob McCaslin
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

On February 23, 2017, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

Matt McClure as a hotel representative on the commission to finish the term of Amanda Webb.

The term for this seat is January 1, 2017, through December 31, 2017.

For your convenience, we are enclosing a copy of his application and Commission terms summary.

Please let me know, if you have any questions.

Sincerely,



Kalene Griffith
President

Attachments

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153 · toll free (800) 410-2535



March 9, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Matt McClure to Bentonville's Advertising and Promotion Commission.

I recommend Matt McClure for appointment to Bentonville's Advertising and Promotion Commission filling Amanda Webb's unexpired term. Mr. McClure's term expires on December 31, 2017.


Bob McCaslin



BENTONVILLE
ADVERTISING & PROMOTION COMMISSION
COMMISSIONER APPLICATION

NAME: Matthew McClure DATE: 2-6-17
RESIDENCE ADDRESS: [REDACTED] length of residency in Bentonville 1 year
Bentonville, AR 72712

MAILING ADDRESS (if different): _____
EMAIL ADDRESS: [REDACTED]
PHONE NUMBERS: (H) [REDACTED]

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:
21c Museum Hotel Your role: Senior Leadership Team

REFERENCES:

NAME: <u>Emmanuel Gardinier</u>	NAME: <u>Glenn Mack</u>
PHONE: <u>[REDACTED]</u>	PHONE: <u>[REDACTED]</u>
EMAIL: <u>[REDACTED]</u>	EMAIL: <u>[REDACTED]</u>

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.
AOS in culinary arts from New England Culinary Institute
Worked at the Capital Hotel, Ashley's restaurant from 2007-2011, Little Rock, AR
Worked at 21c Museum Hotel, The Hive 2012-present, Bentonville, AR

Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?
I feel that I have a unique perspective in terms of promoting Bentonville. I have participated and promoted many festivals around the country. We are fortunate to have several great amenities to bring travelers to our area from art, film and culinary to sports and mountain biking. There are also business events that can raise occupancy that we can leverage. It's important to craft our story to keep occupancy high in our hotels and restaurants throughout the year.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry at [REDACTED]

Signature [REDACTED]
Please return the completed form by November 15
Email: johnna@visitbentonville.com
Mail: Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712

Bentonville Advertising Promotion Commissioner Terms

All Terms began December, 1995			Subsequent terms - 4 years																										
			Name	1 year	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
1. Rest.	1. Rest.	Ship McHardy	Quit 9/86																										
	Rest.	Lee Schmidt	Quit 2/89																										
	Rest.	Mark Grant	Sep-04																										
	Rest.	Terri Niccum	Nov-04																										
	Rest.	Paul Nelson	Nov-05																										
	Rest.	David Hutchens	Dec-08																										
	Rest.	Jeff Genova	Jan-09																										
	Rest.	Rob Apple	Jan-13																										
	Rest.	Mark Hufford	Jan-17																										
2. Hotel	2. Hotel	Erik Mikkelsen	Quit 9/96																										
	Hotel	Grady Spain																											
	Hotel	Steve Wright	Aug-07																										
	Hotel	Kim Eason	Oct-10																										
	Hotel	Toni Luejlen	Aug-10																										
	Hotel	Amanda Webb	Jan-11																										
	Hotel	Matt McClure	Jan-17																										
	Hotel																												
	Hotel																												
3. Hotel	3. Hotel	Dorothy Murrell	Quit 5/96																										
	Hotel	Keith Dowell	Oct-96																										
	Hotel	David Trapp	Dec-99																										
	Rest.	Jesse Pierce	Jan-05																										
	Hotel	Richard Weaver	Dec-05																										
	Hotel	Chris Clifton	Jan-06																										
	Rest.	Richard Smith	Mar-08																										
	Rest.	Todd Darouse	Sep-09																										
	Rest.																												
4. Rest.	4. Rest.	Danny Petty																											
	Rest.	A. Manson																											
	Tourist	Vernon Patton	Jan-86																										
	Rest.	Sherry Mendenhall	Dec-06																										
	Hotel	Timmy McDaniell	Oct-07																										
	Hotel	Jason Moll	Dec-08																										
	Hotel	Abby Hobbs	Jan-09																										
	Hotel	Nancy Morgan	Nov-10																										
	Hotel	Bryan Rose	Jan-12																										
5. At-Large	5. At-Large	Josh Morley	Jan-16																										
		Elvis Moody																											
		Tom McCoy	Quit 2/99																										
		Joe Chappelle	Mar-04																										
		Gary Compton	Mar-04																										
		Galen Harner	May-11																										
		Lee Cuipepper	Jan-16																										
6	City Council Representatives**																												
		Anita Zentler	Jan-86																										
		Danny Brewer	Jan-89																										
		Mary Baggett	Sep-02																										
		Rod Sanders	Sep-07																										
		Brad Crain	Nov-08																										
		Dec-08	Aug-09																										
		James Dobson	Nov-09																										
		Mary Baggett	Dec-12																										
7		James Smith	Jan-13																										
		James Smith	Jan-15																										
		Wayne Corfelt																											
		Jim Blackwell																											
		Dean Scullaw																											
		Bryan Bennett																											

No term limits on City Council members - appointed by Mayor

C:\Users\johnna\Desktop\A&P\Terms



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into a contract with Mercy Clinic to perform the Fire Departments yearly physicals. The contract is for one year with an additional two year option upon agreement between the two parties.

COST TO CITY:

Cost of this Request: \$44,400

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: March 14, 2017
Re: Fire Fighter Physicals

Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into a contract with Mercy Clinic to perform the fire departments yearly physicals.

Each physical will cost \$600.00 per person for a total of \$44,400.00.

This project was budgeted for in the 2017 budget.

The proposal received is for one year with an option of two additional years.

EXHIBIT "A"
RFP NO. COB-2017-02

PROPOSAL FORM

Legal Business Name: Mercy Clinic - J Street / Mercy Health System
Form and State of Organization: Arkansas
Registered dba, if any: _____
Main Office Address: 1000 SE 13th St, Bentonville, AR 72712
Telephone Number: 479-273-9056 FAX Number: 479-273-10937
Tax Identification Number: 162-1684203

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

By causing this proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

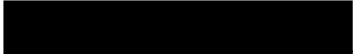
The Proposer hereby offers to perform the services described in this RFP according to the list described below.

See Exhibit "C" for Details

Including, but not limited to:

Annual Firefighter Medical Surveillance

1. Routine Physical Exam
2. Medical History
3. Laboratory Tests (as specified)
4. Chest X-Ray
5. Electrocardiogram
6. Cardiac Treadmill Stress Test (ea)
7. PSA Test (As specified)
8. Full Pulmonary Function Test
9. Individual Reports per Firefighter
10. Annual Aggregate Report Submittal

Authorized Signature: 

Print Name and Title: _____

Date of Signature: _____

Nancy J. Hayes, Trade Manager
2/24/17

8.1.2 Qualifications

- a. Dr. Robert Holder – 30+ years experience in Family Medicine and corporate physicals.
Dr. Rossitza Hristoskova – 25+ years experience in Family Medicine and corporate physicals.
Dr. Graeme Archer – 7+ years experience in Family Medicine and corporate physicals.
Dr. Roberto Saez – 25+ years experience in Family Medicine and corporate physicals.
- b. All providers referenced above are licensed pursuant to state law by the medical board and are registered to do business in Benton County, Arkansas under Mercy Health Systems. They have provided the services listed in Exhibit “C” for 5+ years for the City of Bentonville. They are able to meet all requirements as listed in Exhibit “B”.
- c. Mercy Clinic J Street can provide all services as listed in Exhibit “C”. All services can be performed onsite.
- d. Mercy Clinic J Street has provided all services as listed in Exhibit “C” for 5+ years for the City of Bentonville.

8.1.3 References

City of Bentonville Police Department
Contact: Captain Smith (479-936-0919)

City of Bella Vista Police Department
Contact: Shelly (479-855-8030)

Walmart International Travel
Contact: Kayla Rushing (479-277-2784)

Walmart Executive Physical Program
Contact: Brenda Peel (479-621-2920)

Walmart Aviation
Contact: Crystal Wagner (479-246-7404)



Mercy Clinic Primary Care – J Street
1000 SE 13th Court
Bentonville, AR 72712

Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

February 21, 2017

To Whom It May Concern:

Mercy Clinic J Street is pleased to continue to provide annual medical clearance physicals for your organization for year 2017. The total cost proposal to your organization is \$44,400. This is calculated at \$600 per individual with a total of 74 employees. Thank you for your consideration. If you have further questions please don't hesitate to contact me.

Sincerely,



Nancy Hayes
Practice Manager

EXHIBIT "B"

RFP NO. COB-17-02

CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES

This contract is made and entered into this 21st day of February, 2017, by and between the CITY OF BENTONVILLE, an Arkansas municipal entity, hereinafter called "CITY", and (Contractor's Business Name), an independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Beginning march, 2017 and continuing thereafter until march, 2018, CONTRACTOR shall perform the services required by the contract. This Contract may be extended for two additional years pending approval by both parties.

1.2 Activities. CONTRACTOR shall provide:

- A. Employment related physicals. CONTRACTOR guarantees that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m. Appointments shall be fulfilled within five business days of initial contact.
- B. Professional consultation services on occupational medicine issues as requested by City.
- C. CITY with written reports on the results of physicals administered in Subsection A.
- D. In order to comply with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, CONTRACTOR shall forward all reports in a manner that will ensure confidentiality directly to the Human Resources Office.

1.3 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

1.4 Medical Malpractice Insurance. At all times during the term of this contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for medical malpractice in the amount of \$1,000,000.

1.5 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.6 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.7 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.8 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Bentonville Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to pay CONTRACTOR fees as outlined in Section 1.3 above.

2.2 Terms of Payment. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Council & Mayor.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims,

damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Arkansas Municipal Rules & Regulations.

3.4 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Benton County for designation of the representative. The arbitration shall be conducted in accordance with Arkansas State law or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 **Notices.** Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

City of Bentonville
Purchasing Agent
117 West Central
Bentonville, AR 72712

Mercy Clinic J Street / Mercy Health System
Contractors Name
1000 SE 13th Ct, Bentonville, Ar 72712
Address

3.9 **Applicable Laws.** The laws of the State of Arkansas shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.10 **Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

City of Bentonville

Mercy Clinic J Street / Mercy Health System
Contractor Name

Bob Mc Caslin, Mayor

Date: _____

(Name of Person Signing Contract)

Date: 2/21/17

ATTEST:

162-1684203
Tax Identification Number

Linda Spence, City Clerk

EXHIBIT "C"
RFP NO. COB-2017-02

DESCRIPTION OF SERVICES

The successful proposer granted a contract with the CITY pursuant to this RFP will provide the following services related to the City's physical testing of prospective and current City employees for a period of time beginning March, 2017 and continuing through March, 2018. This Contract may be extended for two additional years pending approval by both parties.

CONTRACTOR shall provide the following:

- A. Employment related physicals for Firefighters as described below.
- B. Guarantee that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m.
- C. Written reports on the results of physicals administered in Subsection A.
- D. Professional consultation services on occupational medicine issues as requested by City.
- E. In order to comply with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, CONTRACTOR shall forward all reports in a manner that will ensure confidentiality directly to the Human Resources Office.

Annual Fire department Medical Surveillance Exams

- 1. Routine Physical Exam
- 2. Medical History
- 3. Laboratory Test to Include:
 - a. Complete Blood Count
 - b. Urinalysis
 - c. Serum Electrolytes
 - d. Total Bilirubin
 - e. Fasting Blood Glucose
 - f. Creatinine
 - g. Blood Urea Nitrogen
 - h. Calcium
 - i. Cholesterol
 - j. Triglycerides

- k. Uric Acid
 - l. Total Protein
 - m. Albumin
 - n. Thyroid Function
 - o. Heavy Metal Poisoning
 - p. Red Blood Cell Count
 - q. HIV Testing
- 4. Chest X-Ray
 - 5. Electrocardiogram
 - 6. Cardiac Treadmill Stress Test
 - 7. PSA Testing (over 40)
 - 8. Full Pulmonary Function Testing
 - 9. Individual Reports for Each Firefighter
 - 10. An Aggregate Report to be submitted to the Fire Chief on the overall Health and Wellness of the Fire Department Personnel

Following each annual physical, the reviewing physician shall make a recommendation on the individual's report as to the firefighter's fitness for duty and ability to function in breathing apparatus, and to wear an encapsulating suit.

EXHIBIT "D"
RFP NO. COB-2017-02

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law, registered to do business in Benton County Arkansas and have provided similar services for a minimum of two years.
2. Proposer must have the ability to assign sufficient experienced qualified personnel to conduct the services in an efficient, professional and profitable manner.
3. Contractor must have the ability to meet all requirements as set forth in City's Personal Services Contract and Standard Contract Conditions included as Exhibit "B" of this RFP.

FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS CONSTITUTES A SUBSTANTIAL NON-CONFORMANCE AND WILL PREVENT THE PROPOSAL FROM FURTHER CONSIDERATION.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MERCY HEALTH SYSTEMS FOR FIREFIGHTER
PHYSICALS FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Mercy Health Systems for firefighter physicals for the City of Bentonville, Arkansas 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends City Council approve a resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize State Aid Street Monies to overlay portions of West Central, SW 12th Street, SW B Street, and SW Razorback Drive. This agreement will require the City to cover 10% of the construction costs of the overlay projects. A budget adjustment will be required to cover the City's share of the costs which will be brought back to Council after bids have been secured.

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: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: March 3, 2017

Re: Resolution to Use State Monies for West Central, SW 12th, SW B, and SW Razorback Drive Overlay

Staff recommends City Council approve a resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize State Aid Street Monies for the overlay of portions of West Central, SW 12th Street, SW B Street, and SW Razorback Drive.

This project will include milling, 2" overlay, and restriping for the following locations:

- West Central Avenue between NW/SW A Street and Walton Blvd.
- SW 12th Street between S. Walton Blvd. and SW A Street.
- SW B Street between SW Razorback Drive and SW 14th Street.
- SW Razorback Drive between S. Walton Blvd. and SW B Street.

This project is a 90% - 10% share project with the AHTD responsible for 90% and the City responsible for 10%. The milling and overlay quantities listed in the attached specifications will be reduced by approximately 50% as we changed the detail from a 4" overlay to a 2" overlay. Milling and overlay of 4" is too extensive and would result in major project changes. This was changed to our standard 2" overlay depth to suite the roads included in the project. For example, the existing asphalt on West Central is 2" thick over a concrete pavement. Milling 4" depth is not needed.

This was not a budgeted project and will require a budget adjustment. AHTD is running the program/project and will secure bids. Once bids are received, a budget adjustment for the City's 10% share will be brought back to City Council for consideration. Based on estimated quantities for 2" milling and 2" overlay, the total project cost is estimated at \$268,000.00 with the City's 10% share estimated at \$26,800.00. This project is not included in the City's annual overlay list/budget.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED FEB 06 2017

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



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

January 26, 2017

The Honorable Bob McCaslin
Mayor of Bentonville
117 W. Central Ave.
Bentonville, Arkansas 72712

Job C04006
Bentonville Overlay (Sel. Secs.) (S)
Various City Streets
Benton County

Dear Mayor McCaslin:

We are enclosing one set of plans on the above referenced job.

These plans have been prepared generally in accordance with the items discussed and agreements reached. After review of these plans, please advise as soon as possible if you have any comments or suggestions. Your approval is requested. ✓

In accordance with the State Aid City Street Program law, cities with a population greater than 25,000 are required to pay 10% of the cost of the Street Program project.

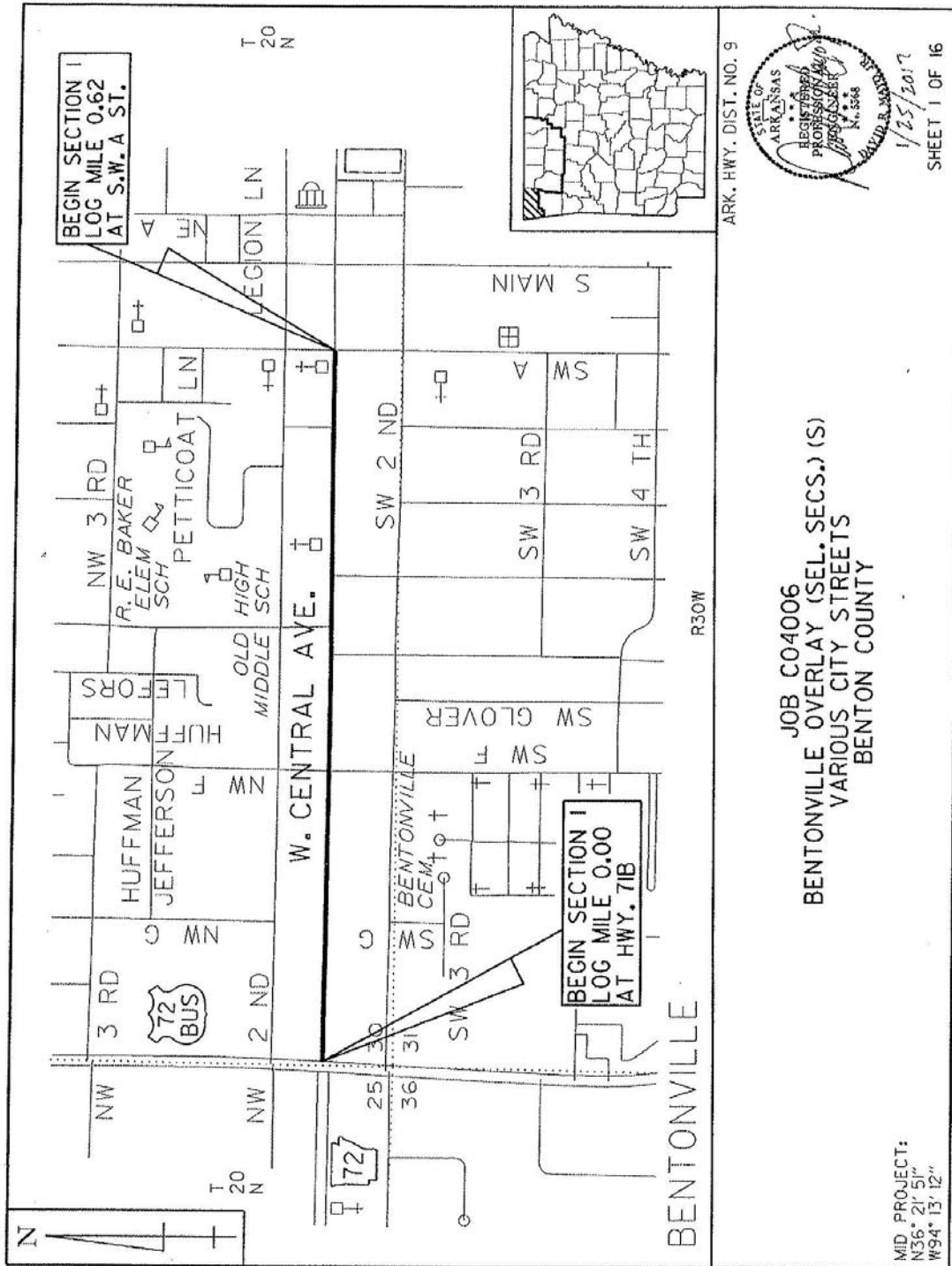
Enclosed is a sample resolution for the referenced job reflecting the required 10% matching City funding. In order to proceed, the resolution is required to be on file with the State Aid Division. Please return this resolution as soon as possible.

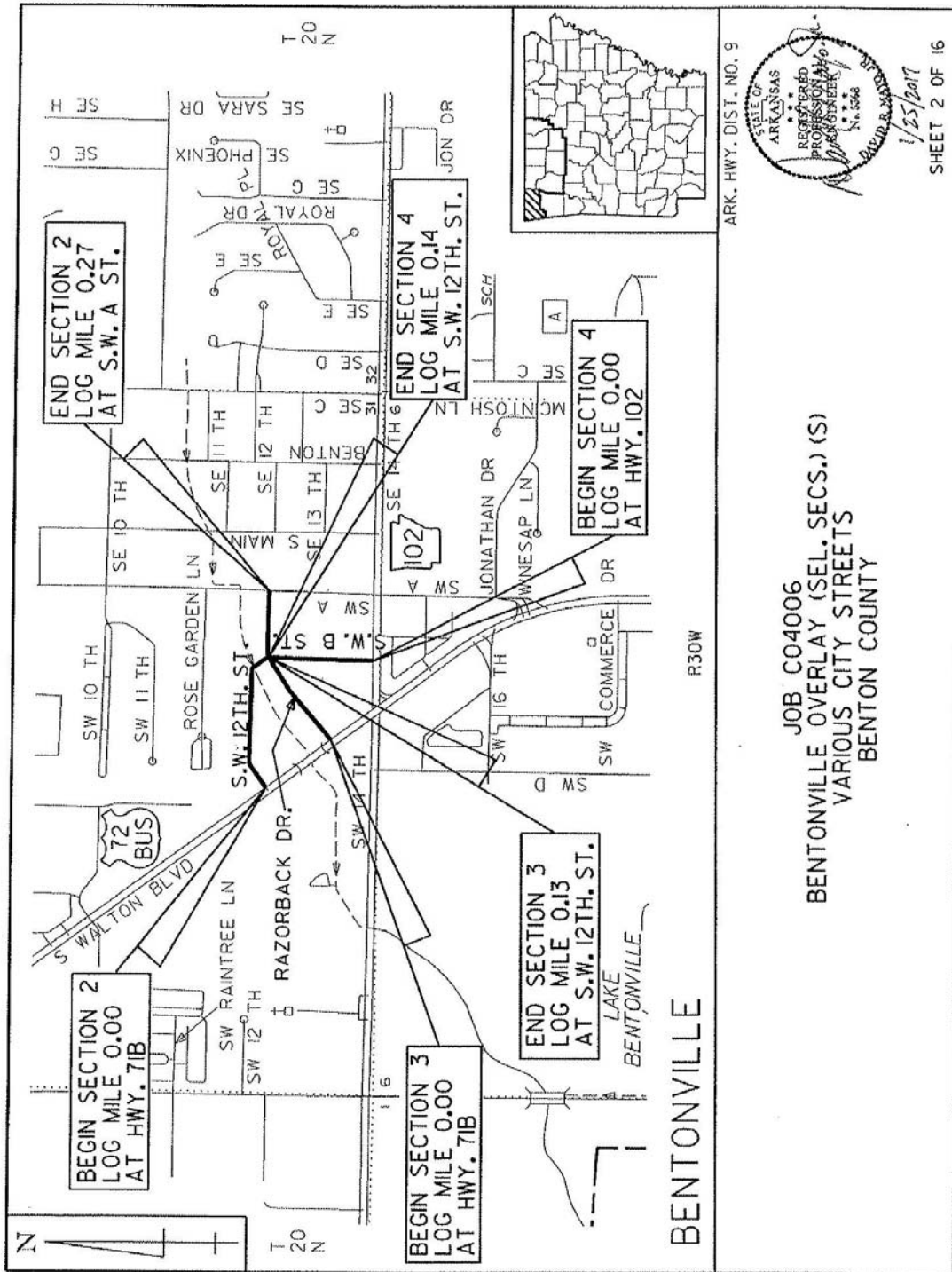
When the estimated cost of the project has been determined, we will forward a request for the City's portion of the cost.

Sincerely,


for David R. Mayo, Jr.
State Aid Engineer

DRM:PA:caa
Enclosures



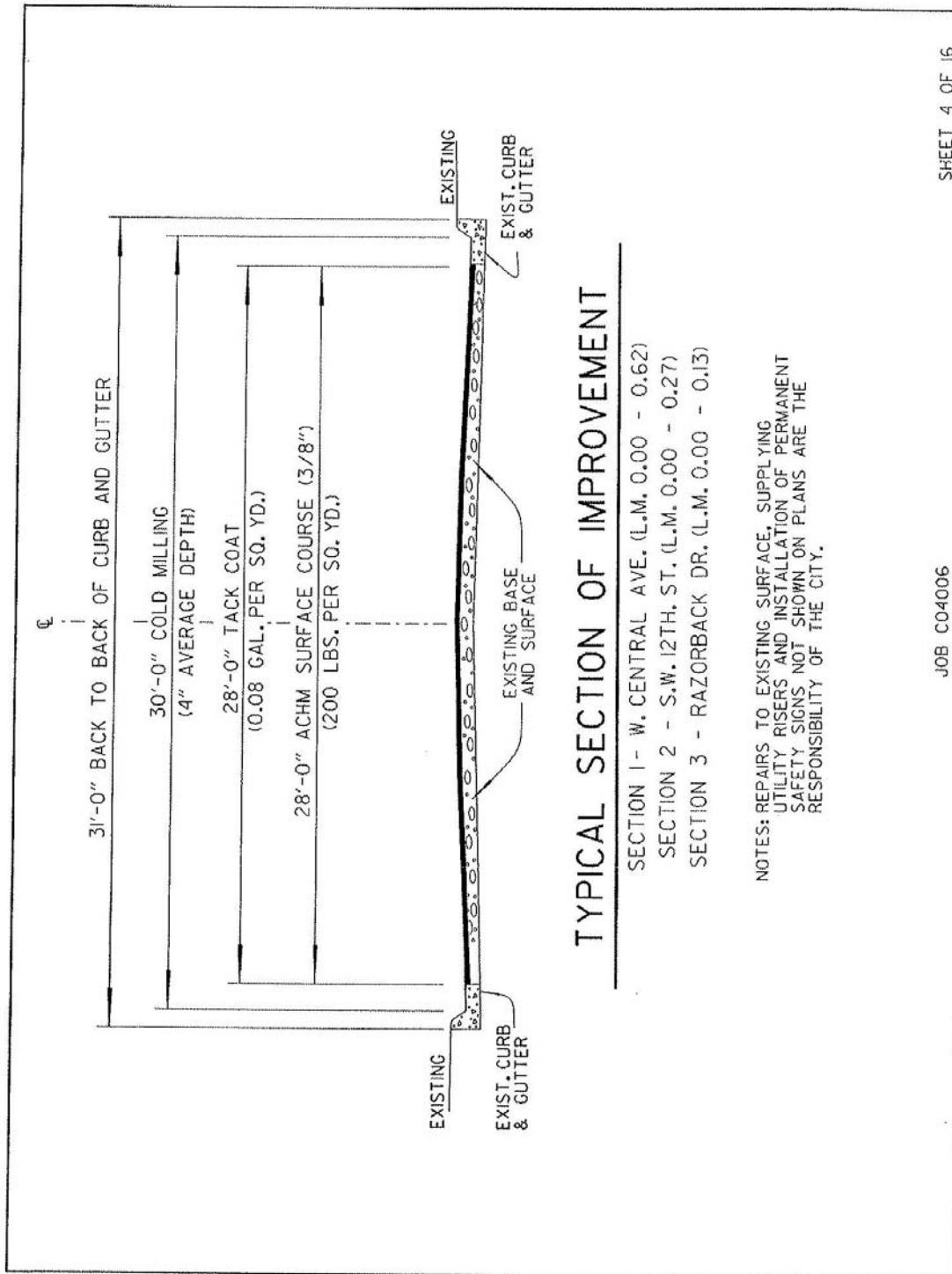


SHEET NO.	TITLE	DRWG.NO.	DATE
1-2	TITLE SHEET		
3	INDEX OF SHEETS AND GOVERNING SPECIFICATIONS		
4-8	TYPICAL SECTIONS OF IMPROVEMENT AND SPECIAL DETAILS		
9-11	QUANTITIES		
12	SUMMARY OF QUANTITIES AND REVISIONS		
13	PAVEMENT MARKING DETAILS	PM-1	5-12-16
14	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	TC-1	9-02-15
15	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	TC-2	9-02-15
16	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	TC-3	9-02-15

GOVERNING SPECIFICATIONS

THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS FOR THIS PROJECT SUPPLEMENT THE STANDARD SPECIFICATIONS, EDITION OF 2014. IN CASE OF CONFLICT, THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL GOVERN.

NUMBER	TITLE
ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
100-3	CONTRACTOR'S LICENSE
102-2	ISSUANCE OF PROPOSALS
108-1	LIQUIDATED DAMAGES
108-2	WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER
400-1	TACK COATS
410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES
JOB C04006	ADJUSTMENT OF QUANTITIES FOR STATE-AID STREET PROJECTS
JOB C04006	BIDDING REQUIREMENTS AND CONDITIONS
JOB C04006	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB C04006	DENSITIES FOR ACHM SURFACE COURSE
JOB C04006	FLEXIBLE BEGINNING OF WORK
JOB C04006	MANDATORY ELECTRONIC CONTRACT
JOB C04006	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB C04006	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB C04006	WARM MIX ASPHALT



TYPICAL SECTION OF IMPROVEMENT

SECTION 1 - W. CENTRAL AVE. (L.M. 0.00 - 0.62)

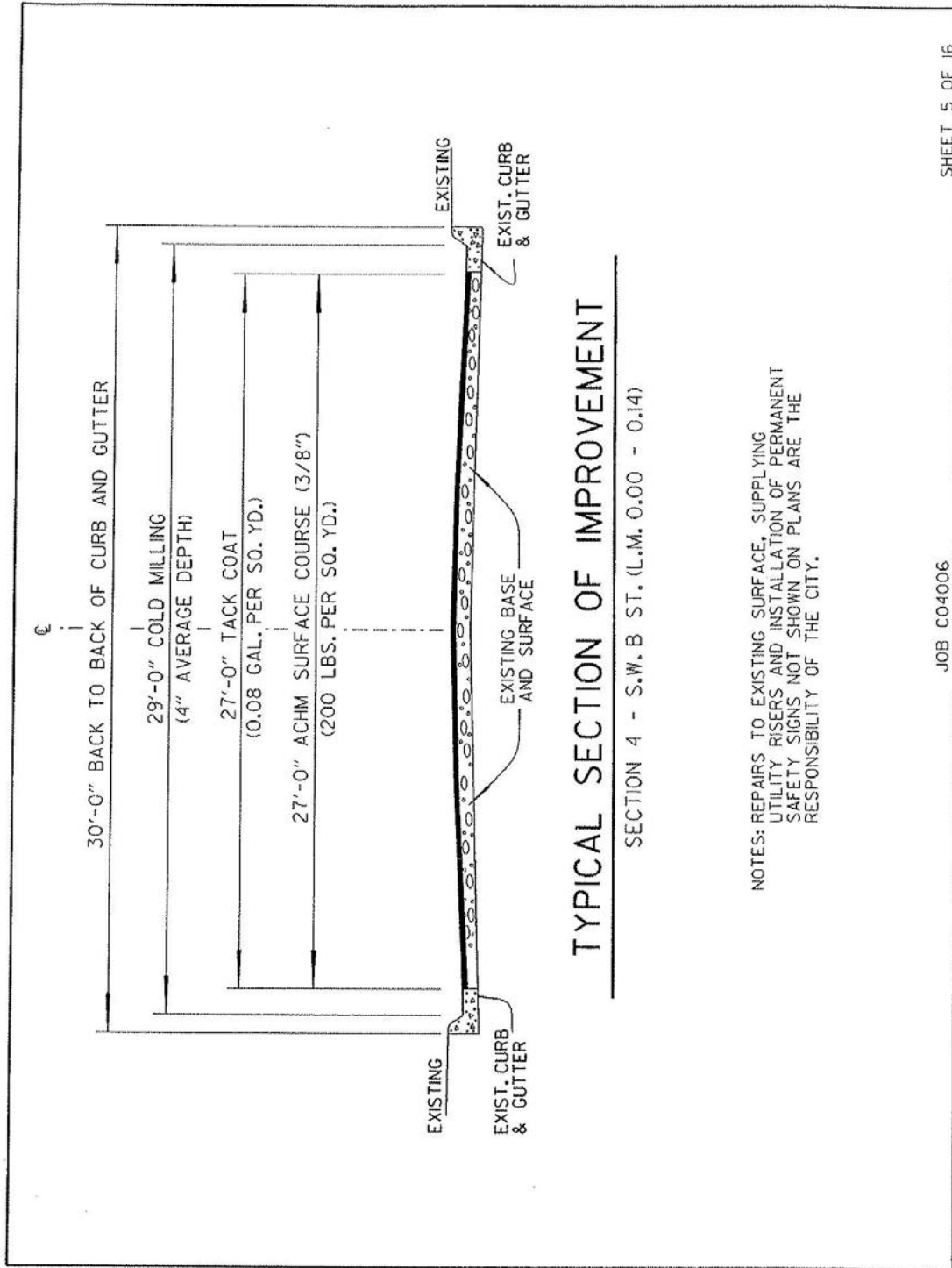
SECTION 2 - S.W. 12TH. ST. (L.M. 0.00 - 0.27)

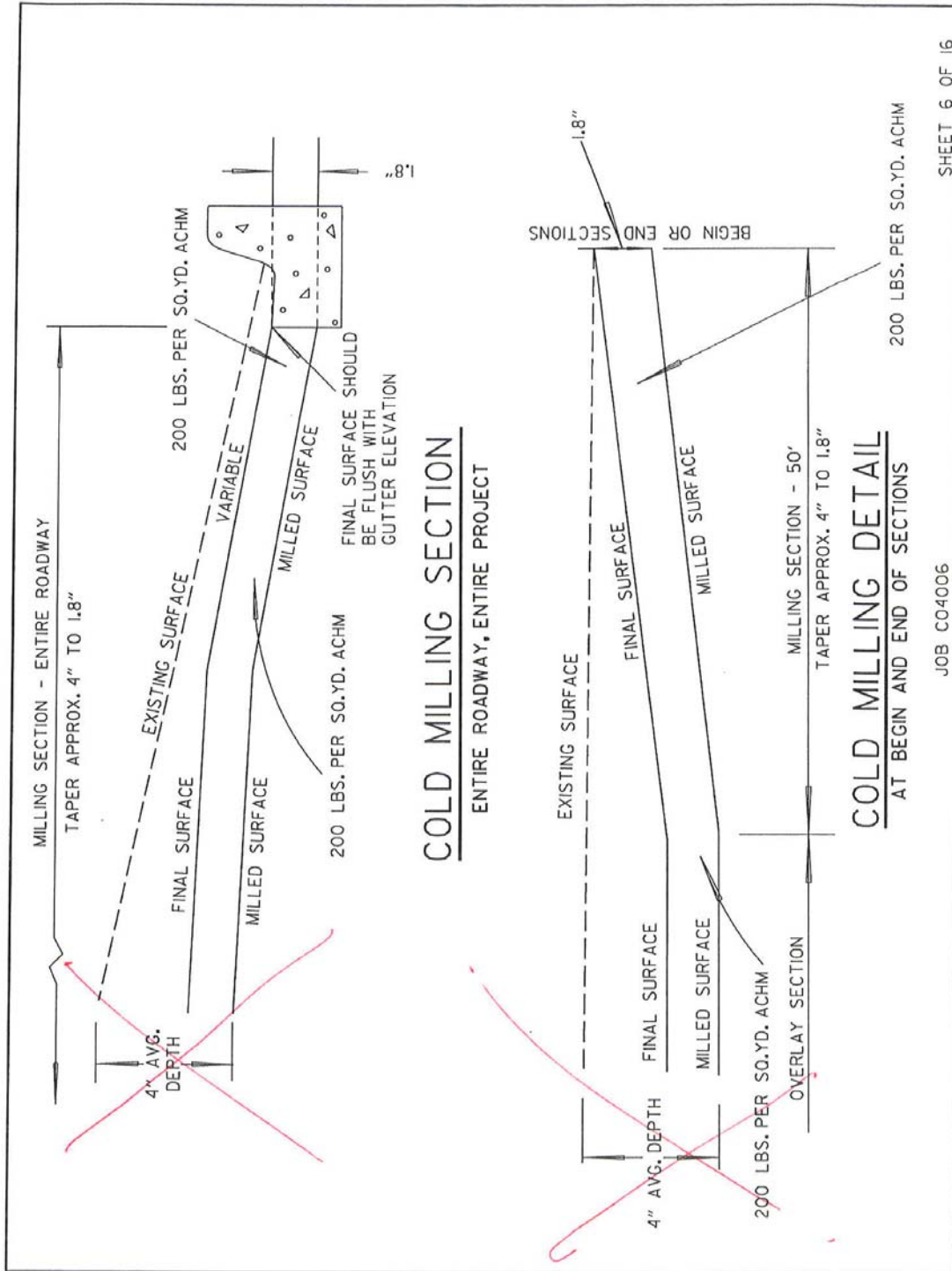
SECTION 3 - RAZORBACK DR. (L.M. 0.00 - 0.13)

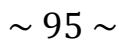
NOTES: REPAIRS TO EXISTING SURFACE, SUPPLYING
UTILITY RISERS AND INSTALLATION OF PERMANENT
SAFETY SIGNS NOT SHOWN ON PLANS ARE THE
RESPONSIBILITY OF THE CITY.

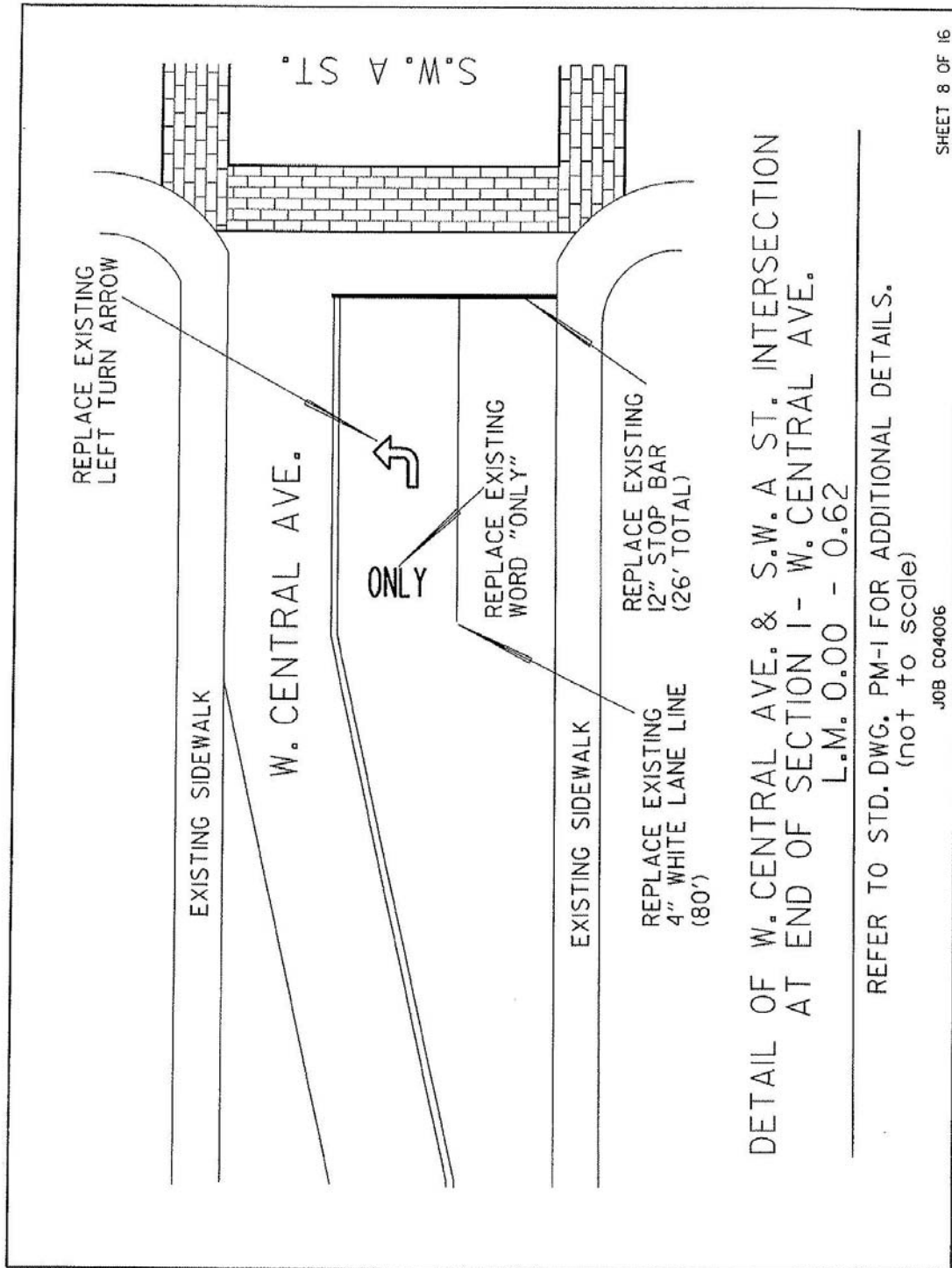
JOB C04006

SHEET 4 OF 16









SURFACING QUANTITIES

Quantities will
Reduce

DESCRIPTION	LOG MILE		LENGTH		WIDTH		TACK COAT		ACHM SURFACE COURSE (3/8")*		COLD MILLING ASPHALT PAVEMENT	
	FROM	TO	LIN. FT.	FT.	LIN. FT.	FT.	SQ. YDS.	GALS.	SQ. YDS.	TONS	SQ. YDS.	SQ. YDS.
SECTION 1 - W. CENTRAL AVE. (L.M. 0.00 - 0.62)												
MAIN LANES	0.00	0.62	3273.6		28.00		10184.5	814.8	10184.5	1018.5	10912.0	
AT BEGIN SECTION:												
ADD'L. LEFT TURN LANE			500		11.00		611.1	48.9	611.1	61.1	611.1	
ADD'L. RIGHT TURN LANE			220		11.00		268.9	21.5	268.9	26.9	268.9	
AT END SECTION:												
ADD'L LEFT TURN LANE			160		12.00		213.3	17.1	213.3	21.3	213.3	
SECTION 2 - S.W. 12TH. ST. (L.M. 0.00 - 0.27)												
MAIN LANES	0.00	0.27	1425.6		28.00		4435.2	354.8	4435.2	443.5	4752.0	
SECTION 3 - RAZORBACK DR. (L.M. 0.00 - 0.13)												
MAIN LANES	0.00	0.13	686.4		28.00		2135.5	170.8	2135.5	213.6	2288.0	
SECTION 4 - S.W. B ST. (L.M. 0.00 - 0.14)												
MAIN LANES	0.00	0.14	739.2		27.00		2217.6	177.4	2217.6	221.8	2381.9	
TOTALS :								1605.3		2006.7	21427.2	
USE:								1605		2007	21427	

BASIS OF ESTIMATE:

TACK COAT _____ 0.08 GAL. PER SQ. YD.
ACHM SURF. CRSE. (3/8") _____ 200 LBS. PER SQ. YD.

PROPORTION BY WEIGHT:

MINERAL AGGREGATE _____ 94.2%
ASPHALT BINDER (PG 70-22) _____ 5.8%
*Nmax=160

NOTE: THESE ESTIMATED QUANTITIES MAY BE ADJUSTED BY THE ENGINEER TO MEET LOCAL STREET CONDITIONS.

THERMOPLASTIC PAINT PAVEMENT MARKING

LOCATION	WHITE MARKINGS				YELLOW MARKINGS	
	4" CONTINUOUS	12" CONTINUOUS	ARROWS	WORDS (ONLY)	4" CONTINUOUS	
	LINEAR FEET	LINEAR FEET	EACH	EACH	LINEAR FEET	LINEAR FEET
SECTION 1 - W. CENTRAL AVE. (L.M. 0.00-0.62)						
L.M. 0.00 - 0.62						
AT BEGINNING OF SECTION:						
LEFT TURN LANE	520.0		3	3		6570.0
RIGHT TURN LANE			2	2		
THRU LANE			2			
STOP BAR		46.0				
AT END OF SECTION:						
LEFT TURN LANE	80.0		1	1		
STOP BAR		26.0				
TOTALS:	600.0	72.0	8	6		6570.0
USE:	600	72	8	6		6570

NOTES: THIS IS A HIGH VOLUME ROAD AS DEFINED IN SECTION 604.03 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EDITION OF 2014.

LOCATIONS ARE APPROXIMATE, EXACT LOCATIONS AND QUANTITIES ARE AT THE DIRECTOR OF THE ENGINEER.

TRAFFIC CONTROL DEVICES

LOCATION	W20-1										G20-1		G20-2	
	1500 FT.			1000 FT.			500 FT.				NO.	SQ. FT.	NO.	SQ. FT.
	NO.	SQ. FT.	NO.	SQ. FT.	NO.	SQ. FT.	NO.	SQ. FT.	NO.	SQ. FT.				
	SECTION 1 - W. CENTRAL AVE. (L.M. 0.00 - 0.62)													
BEGIN SECTION														
END SECTION	1	16.00	1	16.00	1	16.00	1	16.00	1	16.00	1	10.00	1	8.00
	SECTION 2 - S.W. 12TH. ST. (L.M. 0.00 - 0.27)													
BEGIN SECTION														
END SECTION											1	10.00	1	8.00
	SECTION 3 - RAZORBACK DR. (L.M. 0.00 - 0.13)													
BEGIN SECTION														
											1	10.00	1	8.00
	SECTION 4 - S.W. B ST. (L.M. 0.00 - 0.14)													
BEGIN SECTION														
											1	10.00	1	8.00
TOTALS:	1	16.00	1	16.00	1	16.00	1	16.00	6	60.00	6	60.00	6	48.00

NOTE: LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

SUMMARY OF QUANTITIES

ITEM NUMBER	I T E M	TOTAL QUANTITY	UNIT
SS & 401	TACK COAT	1805	GAL.
SP, SS, & 407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (3/8")	1891	TON
SP, SS, & 407	ASPHALT BINDER (PG 70-22) IN ACHM SURFACE COURSE (3/8")	116	TON
412	COLD MILLING ASPHALT PAVEMENT	21427	SQ. YD.
601	MOBILIZATION	1.00	LUMP SUM
603	MAINTENANCE OF TRAFFIC	1.00	LUMP SUM
SS & 604	SIGNS	156	SQ. FT.
719	THERMOPLASTIC PAVEMENT MARKING WHITE (4")	600	LIN. FT.
719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	72	LIN. FT.
719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	6570	LIN. FT.
719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	6	EACH
719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	8	EACH

*Quantities will
Reduce*

REVISIONS

DATE	REVISION	SHEET NO.

JOB C04006

SHEET 12 OF 16

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED FEB 24 2017

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



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

February 22, 2017

The Honorable Bob McCaslin
Mayor of Bentonville
117 W. Central Ave.
Bentonville, Arkansas 72712

Job C04006
Bentonville Overlay (Sel. Secs.) (S)
Various City Streets
Benton County

Dear Mayor McCaslin:

We are enclosing one set of revisions to the plans on the above referenced job.

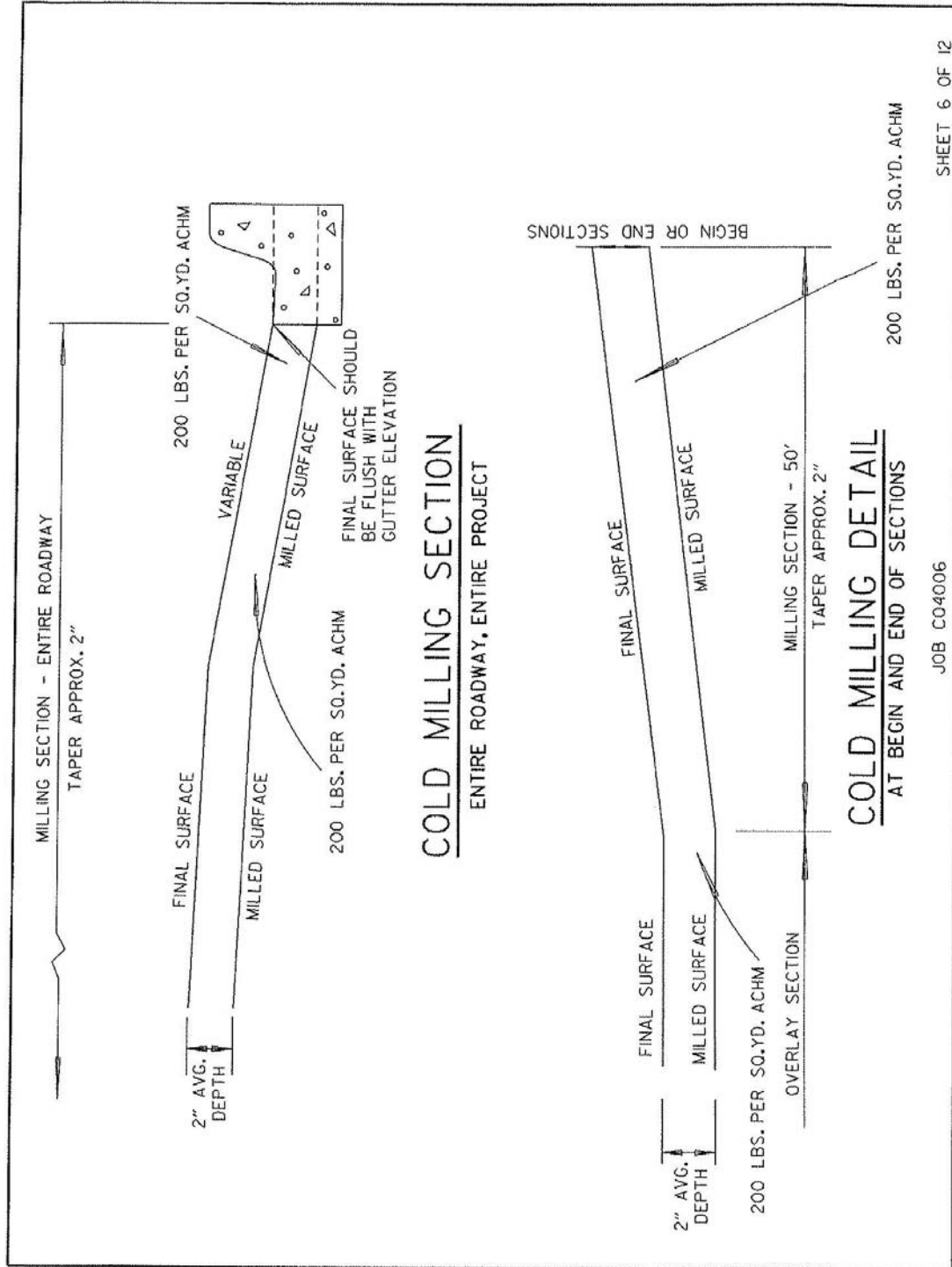
The average depth on the cold milling section was changed to 2" average, per the City's request.

These revisions have been prepared generally in accordance with the items discussed and agreements reached. Your approval is requested.

Sincerely,


David R. Mayo, Jr.
State Aid Engineer

DRM:PA:caa
Enclosures



STATE AID CITY STREET PROGRAM PROJECT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE
TO UTILIZE STATE AID STREET MONIES
FOR THE FOLLOWING CITY PROJECT:

Bentonville Overlay

WHEREAS, the City of BENTONVILLE understands that State Aid Street Program funds are available for certain city projects at the following participating ratios:

	<u>Work Phase</u>	<u>State Aid %</u>	<u>City %</u>
Reconstruction/Resurfacing Construction of City Projects	Preliminary Engineering	100%	-0-
	Right-of-Way	-0-	100%
	Utilities	-0-	100%
	Construction	90%	10%
	Construction Engineering	100%	-0-
City projects programmed but not let to contract	All Phases	-0-	100%

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

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

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

SECTION III: The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas State Highway and Transportation Department regulations.

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

THIS RESOLUTION adopted this _____ day of _____, 2017.

Mayor Bob McCaslin

ATTEST: _____
City Clerk Linda Spence
(SEAL)



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	2017-08
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends City Council award Bid No. 2017-08 to Luttrell Enterprises for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits in an amount not to exceed \$68,069.20. This is a budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties.

COST TO CITY:

Cost of this Request: \$68,069

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	115,000
Funds Expended to Date		-
Remaining Budget		115,000
Budget Adjustment		-
Remaining After Adjustment	\$	115,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: March 6, 2017

Re: Bid Award to Luttrell Enterprises for Litter Removal and Mowing State ROW's within Bentonville City Limits

Staff recommends City Council award Bid No. 2017-08 to Luttrell Enterprises for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits in an amount not to exceed \$68,069.20. The City received only one bid; however, Luttrell Enterprises is the current contractor for mowing I-49 in Benton County for the Arkansas Highway and Transportation Department (AHTD) and the bid is well within expected range for this service. Contract amount is based on per acre price for 10 cycles of litter removal, 10 cycles of mowing and trimming, and 2 cycles of edging.

The attached bid specifications include maps of the locations covered by this bid. In general, these locations are at the I-49 interchanges and along Hwy 12, Hwy 102, and Walton Blvd. corridors. This will help relieve City forces from additional mowing responsibilities, keeping staff headcount and fleet firm, and also address liability issues with mowing adjacent to high traffic areas. Based on estimates received from qualified firms during the budget process, the City budgeted \$115,000.00 for this service. Based on typical years and conditions, staff estimated 10 mowing and litter removal cycles and 2 edging cycles. If the year presents a long, wet, or unusual growing season, there is money in the budget to add additional cycles given the current bid. Any increase over the \$68,069.20 would be brought back for Council consideration.

This contract may be renewed annually up to 3 consecutive years upon mutual agreement of both parties.

In addition, this work will qualify for partial reimbursement from AHTD since the work is within their rights-of-way.

Thank you for your consideration of this request.

Contract Agreement

This Agreement made as of the _____ day of _____ in the year 2017

Between the Owner: City of Bentonville
117 West Central
Bentonville, AR 72712-5256
Phone: (479) 271-3112

And the Contractor: Luttrell Enterprises
6866 W. Weddington
Fayetteville, AR 72704

For Arkansas Highway Right of Way Mowing, trimming, litter removal and edging curb & sidewalk Services located within the City of Bentonville. There are a total of 86.58 acres used as basis for this contract.

The Owner and Contractor agree as set forth below:

Article 1: The Contract Documents

The Contract documents consist of the Agreement, General Conditions of the Contract, any addenda issued prior to execution of this Agreement, other documents listed on this Agreement and Modifications issued after execution of this Agreement: these form the Binding Contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between parties hereto and supersedes prior negotiations, representations of agreements, either written or oral.

Article 2: The Work of this Contract

The contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others, or as follows:

This work consists of mowing, trimming, and debris removal along specific areas of Arkansas Highway Right of Way within the city limits of Bentonville as specified in the attached bidding documents. Contractor is responsible for all equipment and supplies to perform the required services at a price of \$57.95 per acre for Mowing service, \$9.75 per acre for removal and disposal of litter. These services shall be provided for ten (10) cycles during the course of one year. Edging of sidewalk areas and curb shall be provided at a price of \$54.60 per acre and shall be provided two (2) times over the course of one year. Contractor shall also maintain general liability and workers compensation insurance for the duration of this contract.

Article 3: Extension of contracted services

This agreement shall be renewable upon mutual agreement of the parties for up to three (3) concurrent years.

This agreement shall be in effect as of this _____ day of _____ 2017.

Owner:

City of Bentonville
Arkansas

Contractor:

By: _____
Bob McCaslin, Mayor

[Corporate Seal]

By: _____

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notices

Address for giving notices

CITY OF BENTONVILLE BID NO. 2017-08

REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS

The City of Bentonville will receive sealed bids for the removal and disposal of litter and mowing and trimming of State highway rights-of-ways within the City of Bentonville city limits in accordance with the attached specifications for a period of one (1) year from the date of award, to include up to ten (10) mowing cycles, with option to adjust acreage and renew upon mutual agreement of the parties for up to three (3) concurrent years. Bidders shall also acknowledge current Arkansas Highway and Transportation Department specifications for removal and disposal of litter and mowing and trimming highway right-of-way for divided and non-divided highways. If the above referenced specifications disagree, the most stringent specification shall govern.

A bid bond in the amount of \$500.00 is required of all bidders at the time of bid opening or bid will be rejected. A cashier's check in the amount of \$500.00 is acceptable in lieu of a bid bond; however, personal and company checks are **NOT** acceptable as a bid bond. A performance bond in the amount of \$1,000.00 will be required of the successful bidder prior to providing services. Personal and company checks are **NOT** acceptable as performance bonds.

In compliance with the bid invitation and subject to all conditions thereof and the referenced specifications, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the prices opposite each item.

Company Name: Luttrell Enterprises
Address: 12814 W. Wedington
City: Fayetteville
State: AR Zip: 72704
Federal Tax ID or SSN: 431-17-2828

Name (Type or Print): Bobby Luttrell
Title: Owner
Phone: 479-841-0143
E-mail: luttrellent@gmail.com
Signature: [Redacted]

Signature must be legible, original (not copied) and in ink.
Unsigned bids will be rejected.

Project Location: The project generally follows the areas listed below

1. SW 14th Street – SE 14th Street (Hwy 102) from western city limit to eastern city limit.
2. SW Regional Airport Blvd. (Hwy 12) from SE Walton Blvd to Shell Road.
3. SW Rainbow Lane from S. Walton Blvd to SW Regional Airport Blvd. (Hwy 12).
4. S. Walton Blvd. – SE Walton Blvd. from W. Central Ave. to I-49.
5. N. Walton Blvd. from W. Central to NW 15th Street.
6. SW I Street (Hwy 112) from SW Regional Airport Blvd. to approximately 1,000 ft. south of SW 41st Street.

7. N. Water Tower Road from E. Battlefield north to end of road.
8. SE 28th Street and I-49 Interchange – slopes west of I-49 from road to toe of slopes.
9. E. Battlefield Blvd and I-49 – slopes adjacent to overpass.
10. SE Walton Blvd and I-49 Interchange all areas except median.
11. SE 14th Street (Hwy 102) and I-49 Interchange all areas except median.
12. E. Central Ave. (Hwy 72) and I-49 Interchange all areas except median.

Total acreage per mowing cycle and for basis of bid is **86.58 acres**. There will be 10 cycles for removal and disposal of litter and mowing and trimming. There will be two cycles of edging. Actual acreage may vary with each cycle dependent on construction activities within mowing areas, etc. Any change in mowing area or number of cycles will be agreed to in writing between parties prior to the adjusted mowing cycle.

Bids will be considered for complete job only

Bid prices shall include all costs of performing this contract, but shall exclude taxes.

1. Removal and Disposal of Litter	Price per Acre \$ <u>9.25</u>	→ \$58,614.66
2. Mowing and Trimming of Highway Right-of-Way	Price per Acre \$ <u>87.95</u>	
3. Edging Curb and Sidewalk	Price per Acre \$ <u>54.60</u>	
Total Price per Acre \$ <u>122.39</u>		→ \$9,459.59

#68,069.20
edge twice
mow 10

CITY OF BENTONVILLE BID NO. 2017-08

**REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

The City of Bentonville will receive sealed bids for the removal and disposal of litter and mowing and trimming of State highway rights-of-ways within the City of Bentonville city limits in accordance with the attached specifications for a period of one (1) year from the date of award, to include up to ten (10) mowing cycles, with option to adjust acreage and renew upon mutual agreement of the parties for up to three (3) concurrent years. Bidders shall also acknowledge current Arkansas Highway and Transportation Department specifications for removal and disposal of litter and mowing and trimming highway right-of-way for divided and non-divided highways. If the above referenced specifications disagree, the most stringent specification shall govern.

A bid bond in the amount of \$500.00 is required of all bidders at the time of bid opening or bid will be rejected. A cashier's check in the amount of \$500.00 is acceptable in lieu of a bid bond; however, personal and company checks are **NOT** acceptable as a bid bond. A performance bond in the amount of \$1,000.00 will be required of the successful bidder prior to providing services. Personal and company checks are **NOT** acceptable as performance bonds.

In compliance with the bid invitation and subject to all conditions thereof and the referenced specifications, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the prices opposite each item.

Company Name: _____
Address: _____

City: _____
State: _____ Zip: _____
Federal Tax ID or SSN: _____

Name (Type or Print): _____
Title: _____
Phone: _____
E-mail: _____
Signature: _____

Signature must be legible, original (not copied) and in ink.
Unsigned bids will be rejected.

Project Location: The project generally follows the areas listed below

1. SW 14th Street – SE 14th Street (Hwy 102) from western city limit to eastern city limit.
2. SW Regional Airport Blvd. (Hwy 12) from SE Walton Blvd to Shell Road.
3. SW Rainbow Lane from S. Walton Blvd to SW Regional Airport Blvd. (Hwy 12).
4. S. Walton Blvd. – SE Walton Blvd. from W. Central Ave. to I-49.
5. N. Walton Blvd. from W. Central to NW 15th Street.
6. SW I Street (Hwy 112) from SW Regional Airport Blvd. to approximately 1,000 ft. south of SW 41st Street.

7. N. Water Tower Road from E. Battlefield north to end of road.
8. SE 28th Street and I-49 Interchange – slopes west of I-49 from road to toe of slopes.
9. E. Battlefield Blvd and I-49 – slopes adjacent to overpass.
10. SE Walton Blvd and I-49 Interchange all areas except median.
11. SE 14th Street (Hwy 102) and I-49 Interchange all areas except median.
12. E. Central Ave. (Hwy 72) and I-49 Interchange all areas except median.

Total acreage per mowing cycle and for basis of bid is **86.58 acres**. There will be 10 cycles for removal and disposal of litter and mowing and trimming. There will be two cycles of edging. Actual acreage may vary with each cycle dependent on construction activities within mowing areas, etc. Any change in mowing area or number of cycles will be agreed to in writing between parties prior to the adjusted mowing cycle.

Bids will be considered for complete job only

Bid prices shall include all costs of performing this contract, but shall exclude taxes.

- | | |
|--|-------------------------|
| 1. Removal and Disposal of Litter | Price per Acre \$ _____ |
| 2. Mowing and Trimming of Highway Right-of-Way | Price per Acre \$ _____ |
| 3. Edging Curb and Sidewalk | Price per Acre \$ _____ |
| Total Price per Acre \$ _____ | |

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

Description: This work shall consist of removal and disposal of litter and the mowing and trimming of the highway rights-of-ways within the City of Bentonville City limits for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the removal and disposal of litter and the mowing and trimming for one growing season of the designated areas in accordance with these specifications and as directed by the City of Bentonville (City). The primary contact for the City will be the Public Works Director or their authorized representative. A mowing cycle shall be the removal and disposal of litter and one complete mowing and trimming of the areas designated in Table A included at the end of these specifications. In addition, all sidewalks, trails, and curb and gutters within the areas identified for litter removal and mowing shall be edged two times during the growing season in conjunction with a mowing cycle.

Since work will take place within Arkansas Highway and Transportation Department (AHTD) right-of-way, the Contractor must meet current AHTD specifications for such work. If AHTD specifications conflict with the specifications included in this document, the most stringent specification shall govern.

Project Scope: The route(s) along which work is to be performed are presented in the attached Table A and associated exhibits. Generally, mowings shall consist of a swath ten (10) feet wide extending from the outside edge of the outermost paved surface, or to the right-of-way, or non-mowable, well established vegetation line or 5 feet beyond a sidewalk or trail.

Mowing widths will vary as necessary to accommodate the good neighbor policy of matching, as much as practical, vegetation height in the right-of-way to that on private properties immediately adjacent to rights-of-ways. In addition, mowing widths will vary to accommodate fences, obstructions, drainage infrastructure, utilities, etc. All drainage within the right-of-way shall be mowed with each cycle unless indicated otherwise. Intersections will be mowed for sight distance on each mowing cycle. The mowing acreage for these areas will be reflected in the mowing widths shown in the attached Table A.

Exceptions, which are not to be mowed, may be designated by the City to accommodate construction projects, wildflower blooms, lack of growth, etc. The acreage for not mowing these areas will be deducted from the totals for payment. Additionally, the City may reduce the total number of mowing cycles if growing conditions render a mowing unnecessary. If areas are designated to not be mowed or the number of cycles is reduced, removal and disposal of litter may still be performed in those areas as determined by the City.

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

Equipment: The equipment to be used on this contract shall be in good working condition and suitable for safely mowing the rights-of-ways of the highway and for performing the work required under this contract. Any equipment determined by the City to be a hazard to highway users or unsuitable for operation on the highway right-of-way shall not be used in the work. Sufficient equipment and accessory items for efficient operation and completion of the cycle within the specified time period shall be provided. All rotary type mowers shall be equipped with skirt guards to restrict foreign objects from being thrown out of the cutting unit enclosures. Tractors shall be equipped to conform to prevailing Federal and State health and safety regulations and standards, including flashing amber lights and slow moving equipment emblems.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. Where the width is restricted or narrow because of the location of signs or other obstructions, the use of batwing mowers is prohibited. Mowers shall not be operated with a portion of the mower deck extended into the driving lane. When a mower of any type is being moved from one site to another under its own power with the mower unit raised, the PTO shaft for the mower unit shall be disengaged.

All vehicles used on the project for litter pickup shall be equipped with at least one operational 6-inch diameter flashing amber light, visible from all directions. Any litter not bagged or subject to being blown from the vehicle shall be covered.

Removal and Disposal of Litter: Prior to each mowing cycle, the areas to be mowed shall be cleaned of litter and hazardous objects that might be thrown by the mowers. For the purpose of this contract, litter is defined as trash, garbage, debris and refuse of the following type: paper, plastic, bottles, cans, wood, tires, tire parts, metal scraps/products, etc. In addition, all litter revealed by the mowing operation, shall be picked up within 48 hours. Any litter placed in bags before or after mowing shall be removed from the right-of-way within 24 hours of bagging. Failure to remove litter in a timely manner, as stated above, may result in the City removing litter with City forces. Any costs the City incurs for litter removal as described will be deducted from monies due the Contractor. If litter remains beyond the specified time, the City will issue a written notice of noncompliance with the specifications. The Contractor will be in default if three letters are received in a mowing season thus forfeiting the contract.

All litter disposal shall be in accordance with all local, State and Federal regulations and in a permitted landfill or permitted disposal facility.

Mowing Procedures: Representatives of the City and the Contractor shall meet prior to beginning of the first mowing cycle and prior to others if necessary to review the work

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

to be done. After the meeting, the Contractor's primary contact in all matters relating to the work will be the Public Works Maintenance Supervisor. The Public Works Maintenance Supervisor's office telephone number will be provided.

The Contractor shall perform ten (10) scheduled mowing cycles, each to be completed as noted below:

1st Mowing: Between April 1 and May 1 (inclusive of those days).

Subsequent Mowing: Completed before grass exceeds a height of 8 inches but no more than 21 days after the previous mowing unless agreed to in writing.

The Contractor shall perform two (2) scheduled edging cycles. One completed between April 20 and June 20, and the second to be completed between August 20 and September 20. Litter removal and disposal is not required with an edging cycle; however, all vegetative matter and associated dirt and debris shall be removed and properly disposed.

The Contractor shall begin work on the first cycle within ten (10) working days of issuance of a Notice to Proceed, but no earlier than the specified beginning dates unless specifically approved by the City. The Contractor shall not begin subsequent mowing cycles until receiving approval from the City. Each mowing cycle shall be completed within five (5) working days of commencement of work, in a continuous operation. A mowing cycle is considered complete when all mowing hand trimming and litter removal are complete to the satisfaction of the City.

Time is of the essence in this Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the work. The City shall issue a notice of noncompliance with the specifications if undue delays occur. The Contractor will be in default if three noncompliance letters are received for delays and will thus forfeit the remaining contract.

Delays: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain was not able to employ 60% of his forces for 60% of the day, or on days he was instructed by the City not to mow because of wet conditions. The Contractor must contact the Public Works Maintenance Supervisor for determination of rain day status.

Before submitting an invoice and before moving mowers off the project or to the next route, the Contractor shall inspect the work for compliance, and then contact the Public Works Maintenance Supervisor for a final inspection. If the inspection is not performed by the Public Works Maintenance Supervisor within two (2) working days, the

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

Contractor is relieved of performing any remedial work in the section not inspected. Saturdays, Sundays, and City holidays are not considered working days. Inspections will not be made on these days and will not count in the two (2) day time limit.

General Requirements: Mowing shall be performed only during daylight hours and in accordance with the City of Bentonville Noise Ordinance.

For all areas designated to be mowed, the mowed vegetation shall be uniform and 2.5 to 3 inches in height. The Contractor shall mow only those areas that are designated. The Contractor shall mow as close as practicable to all fixed objects and hand trim vegetation around all fixed objects to a 2.5 to 3 inch height. Trimming shall be performed concurrently with and consistent with the pace of the mowing operation.

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, signs, utilities, delineators, or any other structures. The Contractor shall not mow in conditions so wet that turf damage or rut damage would occur. In the event damage occurs to City or State property as a result of mowing operations, the Contractor shall replace or repair the damaged areas or items at no cost to the City as directed by the City.

The operator shall straighten delineators and signs that are bent over during mowing at the time that they are damaged. Any cuttings that could restrict drainage flow shall be removed from culvert inlets at the time they are obstructed. If damaged property resulting from the Contractor's operations requires repair or replacement by the City, the cost of such work shall be deducted from monies due the Contractor. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway. If debris is thrown or carried onto the paved surface by mowing or trimming operations, the Contractor shall immediately remove the debris from the roadway. If the Contractor fails to immediately remove debris, the City may have the debris removed by City forces and deduct the cost of the work from monies due the Contractor.

Extreme caution and appropriate safety measures shall be taken when it is necessary for the equipment to cross traffic lanes. Mowers shall cross any bridge in the same direction as traffic. An escort shall be provided.

When equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous location no less than 30 feet from the edge of pavement, or as directed by the City.

Should a Contractor choose to sublet a job or portion of a job to another

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

Contractor, the City's approval, in writing, is required. The Contractor performing the work must have the required proof of liability insurance and workman's compensation insurance on file with the City. Such approved subletting of work does not alter the completion dates specified in the Contract.

Advance Warning Signs: The Contractor shall furnish portable signs in accordance with the Manual on Uniform Traffic Control Devices to notify the traveling public of mowing, trimming, edging and litter removal operations. The Contractor shall place these signs along the highway during any operation involving litter removal, mowing, trimming or edging and shall remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border. The Contractor's signs shall not be mounted to street signs, permanent traffic signs, AHTD signs, posts, power poles, or other infrastructure along the roadway.

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be **MOWERS WORKING AHEAD (W21-8)** with a minimum letter size of five (5) inches.

When litter removal only is being done the signs used shall be a minimum size of 36" x 36", and the words on the signs shall be **ROAD WORK AHEAD (W20-1)** with a minimum letter size of five (5) inches. The Contractor may utilize a truck mounted flashing beacon in lieu of signs.

These signs shall be mounted on the shoulder at the beginning points of the operation for both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend more than three (3) miles beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within three (3) miles after the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately, but will be considered included in the unit prices bid per acre for Removal and Disposal of Litter and for Mowing and Trimming.

Safety Apparel for Workers: All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-

CITY OF BENTONVILLE BID NO. 2017-08

SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS

2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

Failure to wear safety apparel while working on the right-of-way is considered a major safety violation and the contractor will be warned. A second major safety violation will result in suspension of work.

Contractor Liability: The Contractor must assume full liability (not just the deductible) for hazards to traffic that might be created by the mowing operation and save harmless the Arkansas Highway Commission and the Arkansas State Highway and Transportation Department, the City of Bentonville and their employees in all respects.

The Contractor shall procure and maintain at its sole cost and expense, for the life of the Contract, Workman's Compensation Insurance and General Public Liability Insurance providing bodily injury, including death, personal injury, and property damage coverage with a minimum limit of at least \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid certificate of insurance including name of insurance agent and agent's phone number must be furnished to the City's Purchasing office at time of bid submittal if not already on file. Failure to provide such certification at time of bid will result in void bid forfeiture of bid bond. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the City has been given at least 30 days advance notice in writing. If any policy is canceled during the duration of the work, a satisfactory replacement policy shall be in force, with notice and evidence of insurance to the City, prior to the effective date of cancellation of the former policy.

Additionally, failure to furnish written notice, 30 days in advance, of cancellation or change in the policy, during any mowing cycle, will result in the termination of the Contract and the Contractor will be placed in default status.

The Contractor must furnish the City with the name, address, and phone number of the person to be contacted in case of damage to vehicles or other property caused by the Contractor's operations. This information and the Contractor's insurance agent may be provided to claimants who contact the City with an alleged claim.

Public Relations and Contractor's Responsibilities: Work on State highways and City streets may occasionally require contact with the traveling public, adjacent property owners, etc. Contractor shall have a representative on site that can converse with the traveling public, AHTD and City personnel at all times work is being

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

performed. It is required that such contacts be at all times courteous and professional. Rude, vulgar behavior and language by the Contractor, Contractor's employees and subcontractors toward these individuals and City employees shall not be tolerated and may result in termination of Contract.

Qualification Provision for Award: Contractors who are apparent low bidders will be notified and will be required to submit a list of available or planned mowing equipment and personnel for the City to determine if adequate resources are available to complete the Contract within the time periods specified. Equipment resources will be evaluated by the City prior to award. Equipment list shall identify the year, make, model, capacity (HP/cutting width), operating hours, and performance (acres/day).

Contract award will be based on the capacity of the contractor to perform the work within the time periods specified in the Contract. Projects not awarded to the apparent low bidders may be awarded to the next lowest bidder.

Default and Termination of Contract: The City may give written notice of delay, neglect, or default to both the Contractor and the Surety if the Contractor:

Fails to perform work according to these specifications, or

Fails to begin work at the appropriate time within the time period

specified, or Fails to perform the work with sufficient resources

to assure timely completion, or

Fails to perform the work in accordance with the Contract requirements or neglects or refuses to correct rejected or unacceptable work, or

Discontinues the prosecution of the work, without authority, and/or fails to resume work that has been discontinued within a reasonable time after notice to do so, or

For any other cause whatsoever does not carry on the work in an acceptable manner.

If a Contractor is defaulted or quits a contract, or has a principal who is also principal of any firm, partnership, or corporation which has defaulted on another Contract, the Contractor, principal or persons

CITY OF BENTONVILLE BID NO. 2017-08

**SPECIFICATIONS FOR
REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

previously working with said principal or Contractor will not be allowed to bid on another City mowing project for a period of twelve months.

Method of Measurement: Quantities for Mowing and Trimming, Edging, and Removal and Disposal of Litter, as shown in the attached table, shall be considered as final quantities and no further measurements will be made unless modified by the City, as described above, or upon evidence furnished by the Contractor, substantial variations exist between quantities shown in the attached table and actual quantities. Each mowing cycle will be measured separately. Areas may be reduced or removed for any or all mowing cycles due to construction activities. Mowing areas shall be confirmed before starting the mowing cycle to ensure agreement on work and quantities for each cycle.

Removal and Disposal of Litter quantities will be the same quantities in the attached table designated for Mowing and Trimming. Removal and Disposal of Litter shall include the removal of litter before each mowing cycle (and after as necessary) within the designated mowing areas and the approved disposal of the litter. Quantities for Removal and Disposal of Litter will be measured separately for each mowing cycle.

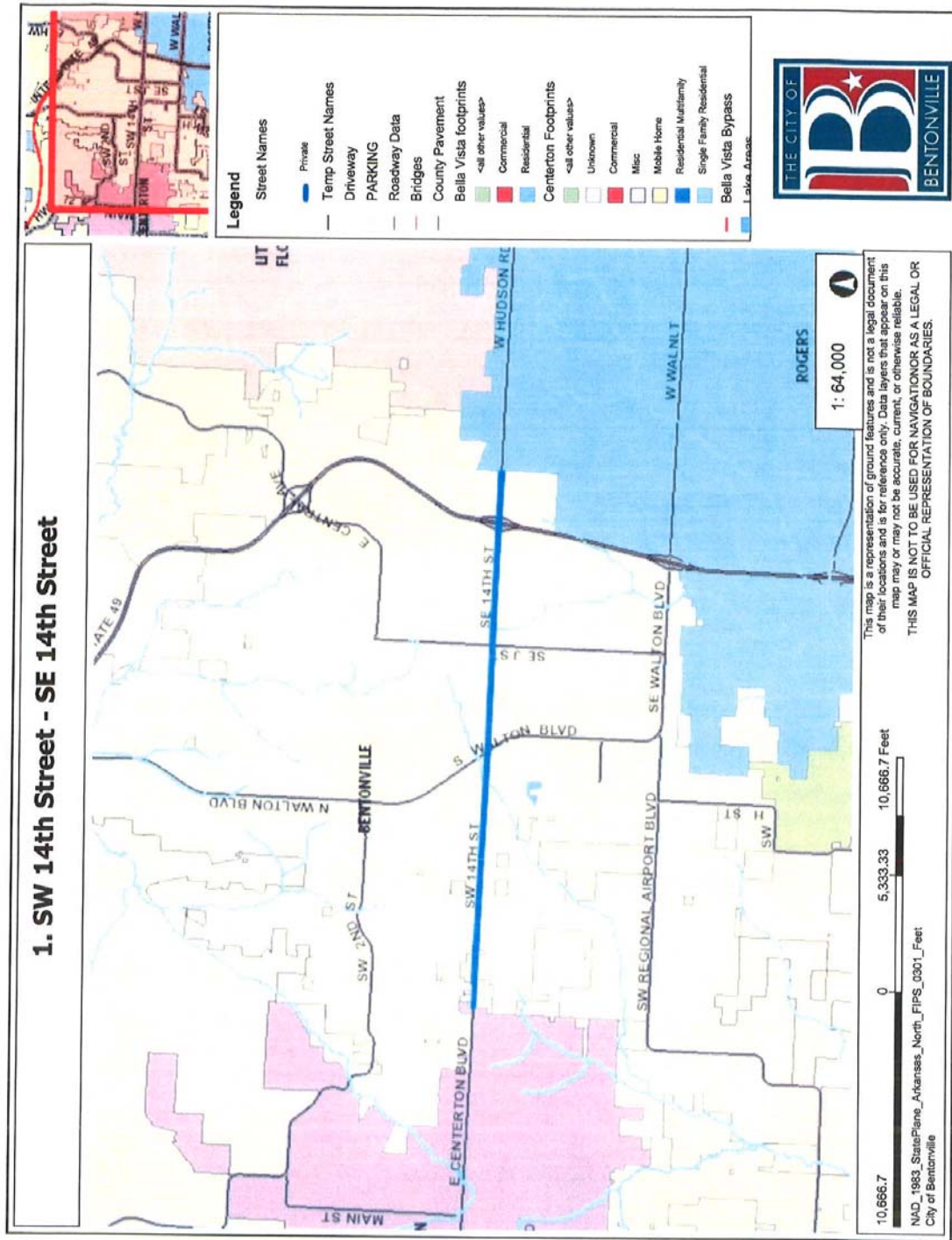
Basis of Payment: Work completed and accepted under this item and measured as provided above will be paid for at the Contract unit price bid per acre for Mowing and Trimming, Edging, and Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work. Payments shall be made upon completion of work but no more than twice per month.

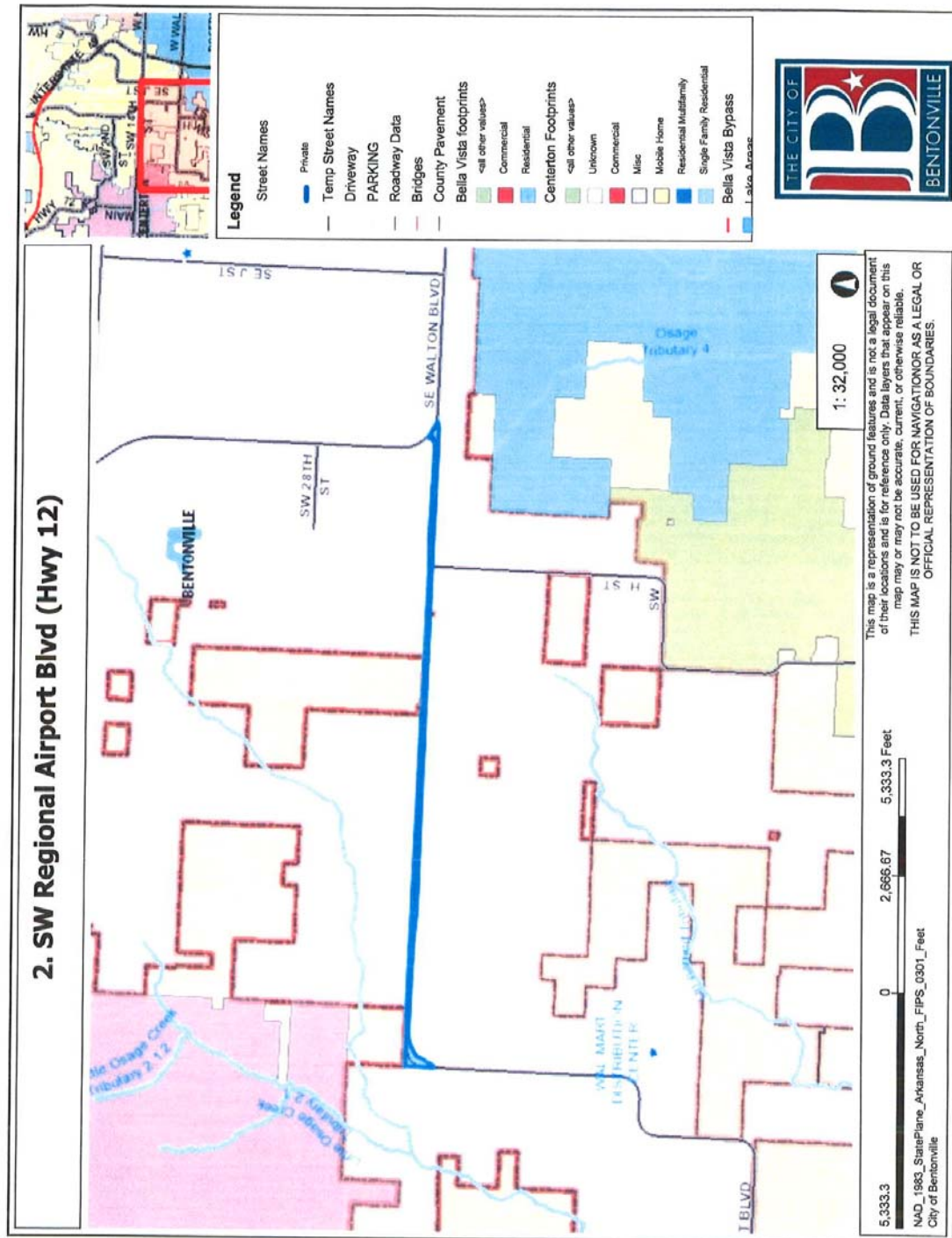
Payment will be
made under:

ITEM	PAY UNIT
Removal and Disposal of Litter	Acre
Mowing and Trimming	Acre
Edging	Acre

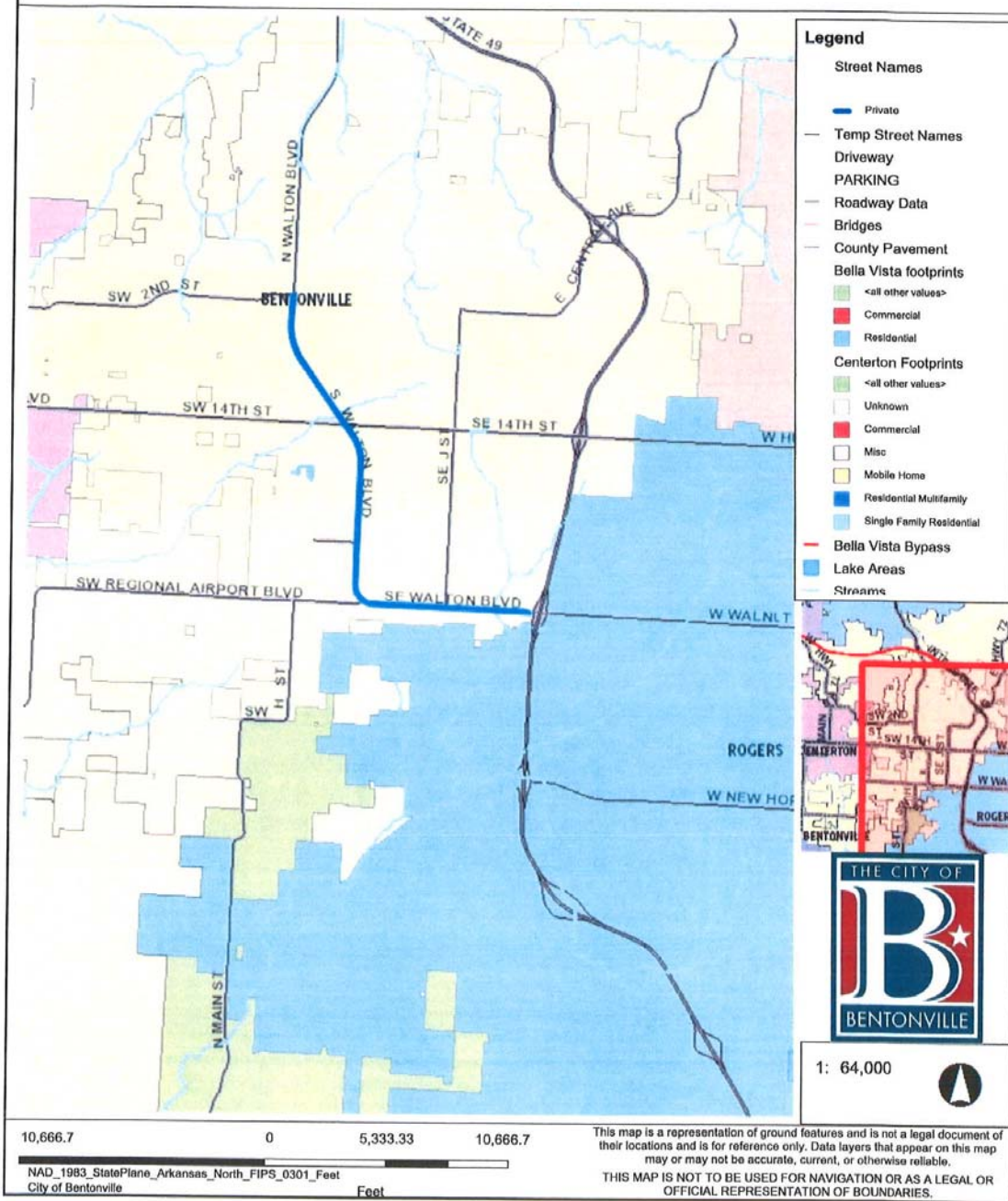
Table A
City of Bentonville
Removal and Disposal of Litter,
Mowing and Trimming, Edging of State Highway Rights-of-Ways
Within the City of Bentonville City Limits

ID	Street Name	Side	Starting Point	End Point	Acreage
1	SW 14th St - SE 14th St (Hwy 102)	South	West City limits	W Bekaert Drive	5.3
		North	SW Elm Tree Road	Water Tower Road	5.3
2	SW Regional Airport Blvd (Hwy 12)	South	SW Shell Road	SE Walton Blvd	3.3
		North	SW Shell Road	SE Walton Blvd	3.3
3	SW Rainbow Lane	West	S Walton Blvd	SW Regional Airport Blvd (Hwy 12)	0.14
		East	S Walton Blvd	SW Regional Airport Blvd (Hwy 12)	0.14
4	S Walton Blvd - SE Walton Blvd	East - North	W Central Ave (Hwy 72)	I-49	5
		West - South	W Central Ave (Hwy 72)	I-49	5
			undeveloped/vacant properties only, all drainage ditches		
5	N Walton Blvd	West	W Central Ave (Hwy 72)	NW 15th Street	1.5
		East	W Central Ave (Hwy 72)	NW 15th Street	1.5
6	SW I Street (Hwy 112)	West	SW Regional Airport Blvd (Hwy 12)	South End of Sidewalk	0.6
		East	SW Regional Airport Blvd (Hwy 12)	South End of Sidewalk	0.5
7	N Water Tower Road	West	E Battlefield	cul-de-sac	0.5
		East	E Battlefield	cul-de-sac	0.5
8	SE 28th Street and I-49	North & South Slopes on west side of bridge			1
9	E Battlefield Blvd & I-49	All Except Median			2
		See Exhibit			
10	SE Walton Blvd & I-49 Interchange	All Except Median			12
		See Exhibit			
11	SE 14th St (Hwy 102) & I-49 Interchange	All Except Median			12
		See Exhibit			
12	East Central Ave (Hwy 72) & I-49 Interchange	All Except Median			27
		See Exhibit			
Total					86.58

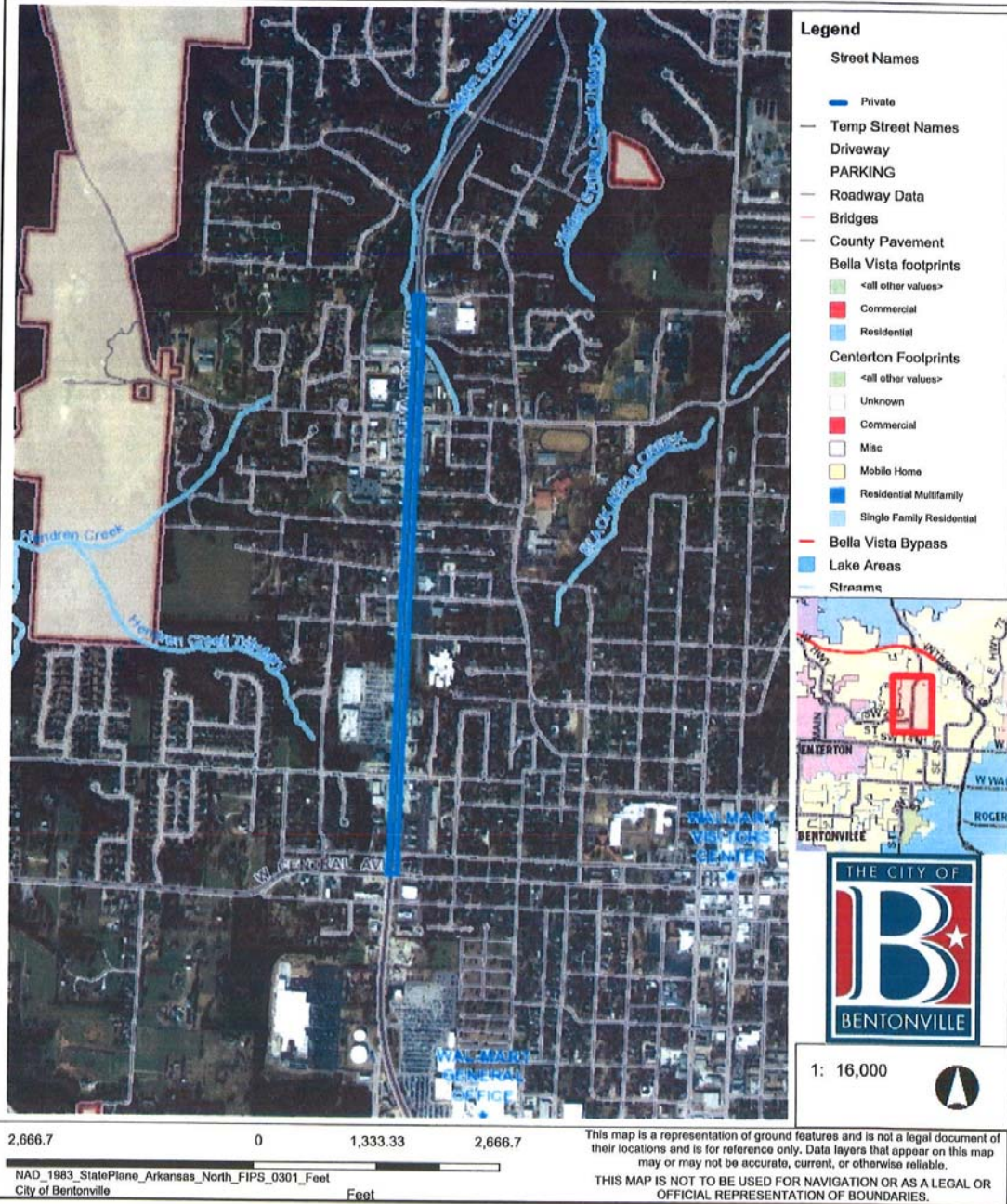




4. S Walton Blvd - SE Walton Blvd



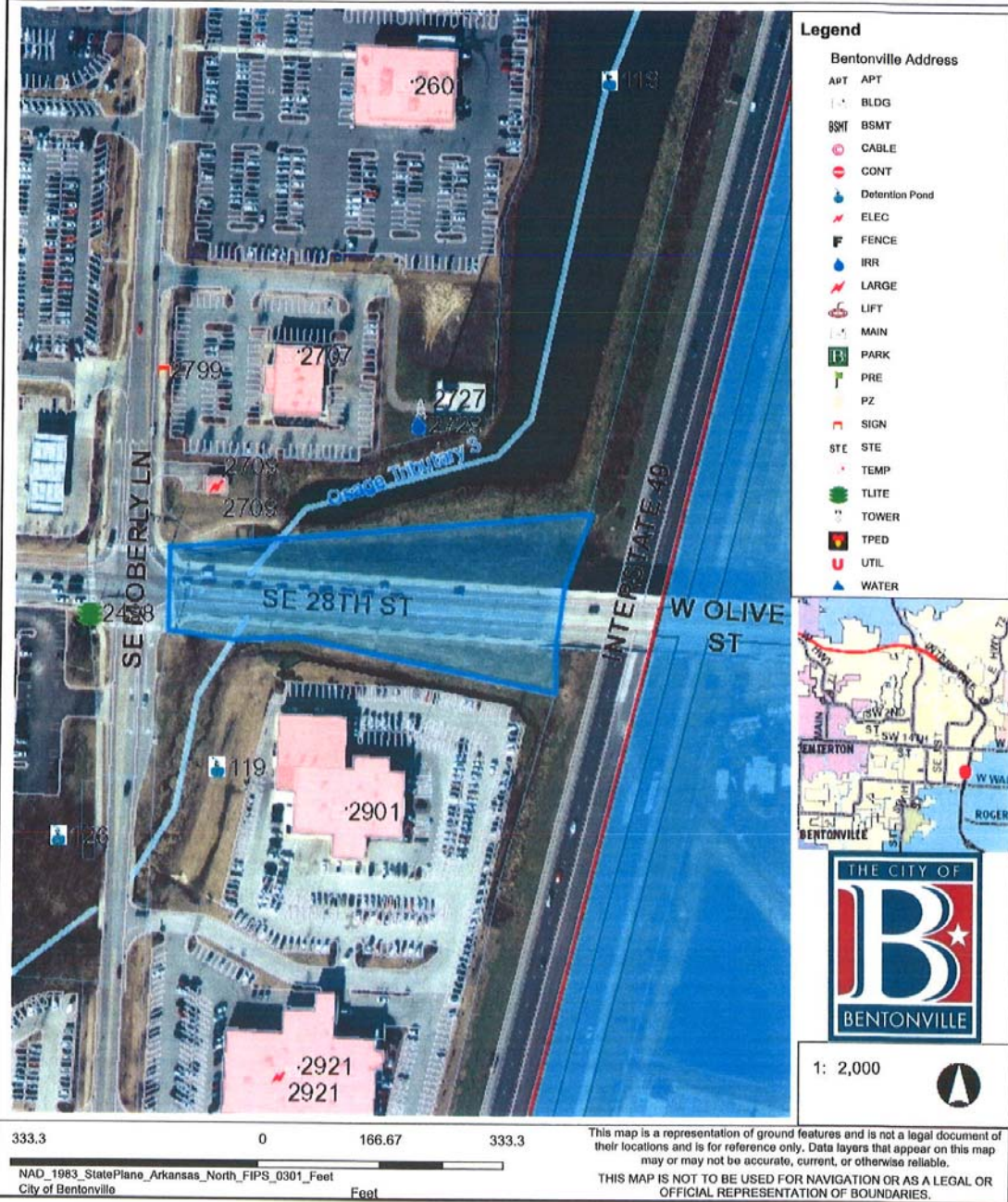
5. North Walton Blvd



7. North Water Tower Road



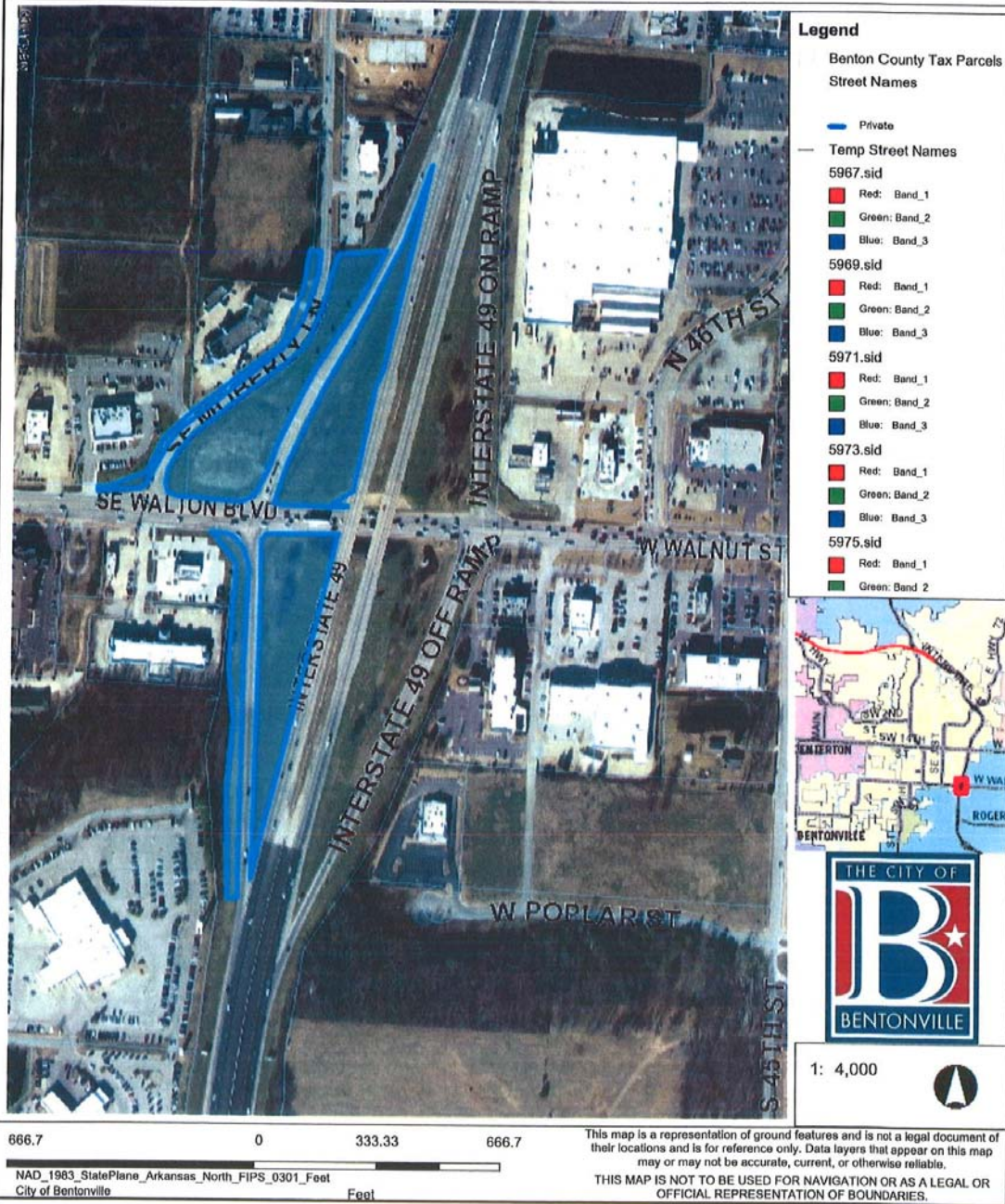
8. SE 28th Street & I-49



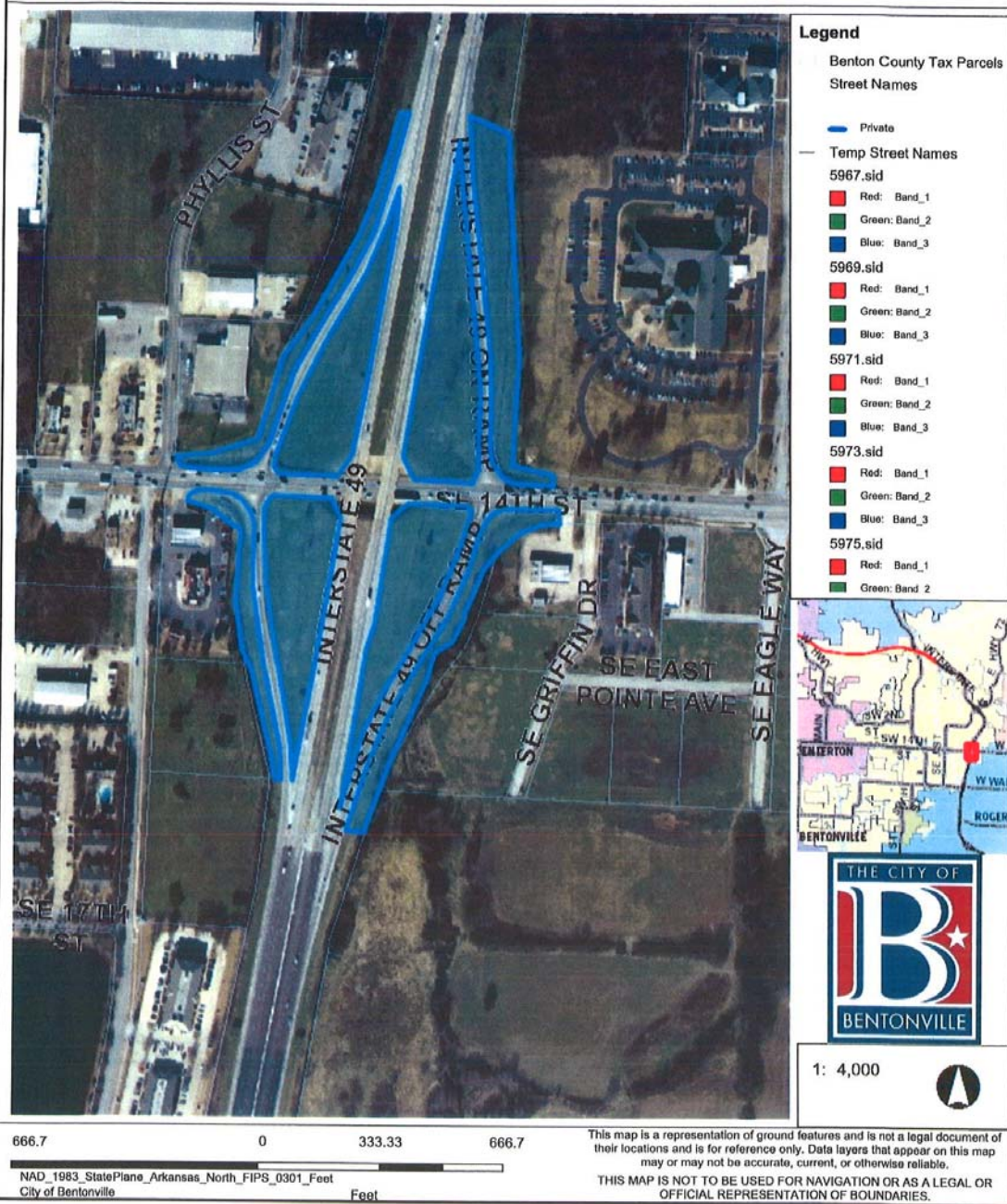
9. East Battlefield Blvd and I-49



10. SE Walton Blvd & I-49 Interchange



11. SE 14th Street (Hwy 102) & I-49 Interchange



12. East Central Ave (Hwy 72) & I-49 Interchange





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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of Change Order #2 for TriStar Contractors, LLC for an increase of \$18,902.00 and an additional 38 calendar days for Phase I of the 8th Street Water and Sewer Relocations, Contract Section I (SW I Street to SE D Street) project associated with the widening of 8th Street. This change order is necessary to address contract wording regarding payment of trench safety systems, addition of 2 fire hydrants, addition of pay item for open cut water service lines, and continuing conflicts with existing utilities. Increased cost will be covered by funds from the 8th Street Escrow account.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: March 6, 2017

Re: Change Order #2, 8th Street Water and Sewer Relocations, Contract Section I (SW I Street to SE D Street) – TriStar Contractors, LLC

Staff recommends approval of Change Order #2 for TriStar Contractors, LLC for an increase of \$18,902.00 and an additional 38 calendar days for Phase I of the 8th Street Water and Sewer Relocations, Contract Section I (SW I Street to SE D Street) project associated with the widening of 8th Street. This change order is necessary to address contract wording regarding payment of trench safety systems, addition of 2 fire hydrants, addition of pay item for open cut water service lines, and continuing conflicts with existing utilities. Increased cost will be covered by funds from the 8th Street Escrow account.

Contract wording is changed regarding how payment is made for trench and excavation safety systems. Original contract wording stated payment for trench and excavation safety systems will not be made until the end of the contract. Change allows payments based on percentage complete as the contractor makes progress throughout the project. This change is more fair and appropriate. There is no cost for this change.

Additional fire hydrants are being installed to ensure we meet fire code requirements. These were missed during initial design as spacing did not take the median into consideration which changes fire hydrant spacing requirements. These additional fire hydrants account for \$10,610.00 of this change order.

This change order adds a pay item to allow contractor to open cut water service lines versus boring in street closure areas. All water service lines had been bid as bored. This item may result in a reduction of quantities of bored crossings as they are replaced by open cut installations; however, we don't want to reduce bored quantities at this time as we are still early in the project. Quantities will be reconciled in the end. This item accounts for \$4,752.00 of this change order.

Add a water service to replace/relocate an existing service that was discovered during construction. This item accounts for \$3,540.00 of this change order.

The contract will be extended an additional 38 days. Additional fire hydrants and service add 2 days to the contract. Twenty-five (25) days are added for utility conflicts beyond the contractor's control. Eleven (11) days are added due to unsafe and unstable trench conditions. This change order will increase the contract amount from \$2,653,774.75 to \$2,672,676.75 and will change Phase I final completion from March 24, 2017 to May 1, 2017. Cost increase will be covered by funds from the 8th Street escrow account.

Thank you for your consideration of this request.

CHANGE ORDER

No. 2

PROJECT 8th Street Water & Sewer Relocations Contract Section I (SW I Street to SE D Street)

DATE OF ISSUANCE March 1, 2017

EFFECTIVE DATE March 1, 2017

OWNER City of Bentonville

OWNER's Contract No. USI Project No. 1009022 Contract Section I

CONTRACTOR Tri Star Contractors, LLC

ENGINEER USI Consulting Engineers, Inc. & Burns & McDonnell

You are directed to make the following changes in the Contract Documents.

Description:

- Replace the revised plan sheet WL-004.
- Delete the following sentence from the Contract Documents Section 01025 Methods of Measurement and Payment Bid Item 2 -- Trenching and Excavation Safety Systems: "Payment under this item will not be made until project is completed, accepted, and the contractor certifies that he has met all requirements as set out in said Act 291." Replace with: Monthly payments will be made under this item in equal amounts, as determined by the Engineer, based on the length of the Contract. The Contractor shall certify each month that he has met all requirements as set out in said Act 291."
- The Contract time is being modified to add 38 calendar days total: 25 calendar days for delays due to utility conflicts over the course of January and February; 2 calendar days for the addition of a fire hydrant and service connection; and 11 calendar days due to hazardous trench conditions.
- Add Bid Item No. 49 -- Direct Bury (Open Cut) Pipe Encasement for Water Service Lines (the cost equals the cost of Bid Item No. 38).

Reason for Change Order:

- To furnish and install a fire hydrant assembly to comply with NFPA Fire Code.
- To furnish and install a water service connection that was discovered during construction.
- At the request of the Contractor, to allow the Contractor to collect partial payments on Bid Item 2.
- To increase the Contract time for delay's beyond the Contractor's control due to utility conflicts.
- To allow Contractor to open-cut a water service line.

Attachments: Revised Plan Sheet WL-004; Request for days (dated 02-10-17 & 03-01-17); Methods of Measurement & Payment for Bid Item No. 49; Description of Changes to the Bid Items.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times for Phase I - Sewer Line 1A, 1C, & 1D and Water line 2, Crossing 2-1, Water line 3 (Sta. 0+00 to 5+46), Crossing 3-1 including connections
\$ 2,639,232.75	Substantial Completion: <u>February 3, 2017</u>
	Ready for final Payment: <u>March 5, 2017</u>
	days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u>	Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u>
\$ 14,542.00	<u>19 Contract Days</u>
Contract Price prior to this Change Order	Contract Times for Phase I prior to this Change Order
\$ 2,653,774.75	Substantial Completion: <u>February 22, 2017</u>
	Ready for final Payment: <u>March 24, 2017</u>
	days or dates
Net Increase of this Change Order	Net Increase for Phase I of this Change Order
\$ 18,902.00	<u>38 Contract Days</u>

Contract Price with all approved Change Orders	Contract Times for Phase I with all approved Change Orders
\$ 2,672,676.75	Substantial Completion: April 1, 2017
	Ready for final Payment: May 1, 2017
	days or dates



Date: 3/2/17 Date: _____ Date: 3-2-17

EJCDC No: 1910-8-B (1990 Edition)

William Pattengill

From: Tri Star <tristarcontractors@yahoo.com>
Sent: Friday, February 10, 2017 9:10 AM
To: wppattengill@usi-ce.com
Subject: Days claimed for January

Willie,
Tri Star is claiming 9 days in January for waterline trench failure and 15 days for sewer line 1a no work was able to be done. This is a total of 24 days.
Thank you,
Crystal Goedereis
Tri Star Contractors LLC
(479)-445-4970
tristarcontractors@yahoo.com

William Pattengill

From: Nicholas Goedereis <tristarcontractors@yahoo.com>
Sent: Wednesday, March 01, 2017 10:39 AM
To: William Pattengill
Subject: Additional Days February

Willie,

Days claimed for February are 2 due to trench failure and 10 days due to sewer line 1A for a total of 12 days.

Thank You,

Crystal

Bid Item 49 – Direct Bury (Open Cut) Pipe Encasement for Water Service Lines

Payment for Direct Bury (Open Cut) Pipe Encasement for Water Service Lines of the various sizes called out on the plans shall be made in accordance with the unit price bid per linear foot (LF) and at the locations shown on the plans and in accordance with the details and specifications. The price bid shall be full compensation for providing all material, new casing pipe, end seals, casing spacers, grade control, labor, tools, equipment, excavation, SOLID ROCK EXCAVATION, Permanent and/or Temporary Asphalt Repair, Concrete Pavement Repair, Sidewalk, Concrete Curb and Gutter, Full Depth Class 7 Trench Backfill and all other items of work required.

Measurement shall be based on the linear foot (LF) of casing installed by at the locations set out on the plans or as directed by the Engineer.

DESCRIPTION OF CHANGES TO THE BID ITEMS

**8TH STREET WATER & SEWER RELOCATIONS
CONTRACT SECTION 1 (SW I STREET TO SE D STREET)**

- Bid Item No. 17 – 4-inch or smaller Water Line (C900 DR 14 PVC) – Add 60 LF @ \$59.00/LF for a total of \$3,540.00.
- Bid Item No. 22 – Ductile Iron Fittings for Water Service – Add 110 LB @ \$11.00/LB for a total of \$1,210.00
- Bid Item No. 23 – Tapping Saddle and Valve (4" or smaller) – Add 2 EA @ \$2,050.00/EA for a total of \$4,100.00
- Bid Item No. 33 – Fire Hydrant Assembly including Auxiliary Valve – Add 1 EA @ \$5,300.00/EA for a total of \$5,300.00.
- Add new Bid Item No. 49 – Direct Bury (Open Cut) Pipe Encasement for Water Service Lines – Add 88 LF @ \$54.00/LF for a total of \$4,752.00.

SUMMARY

Total Increase of Change Order No. 2	\$18,902.00
--------------------------------------	-------------



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2016

Submitted by:

Tony Davis

Department

Street

Phone

479-271-3130

ACTION REQUIRED:

Review of the Street Departments 2017 Overlay list. See Attachments.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

MEMORANDUM

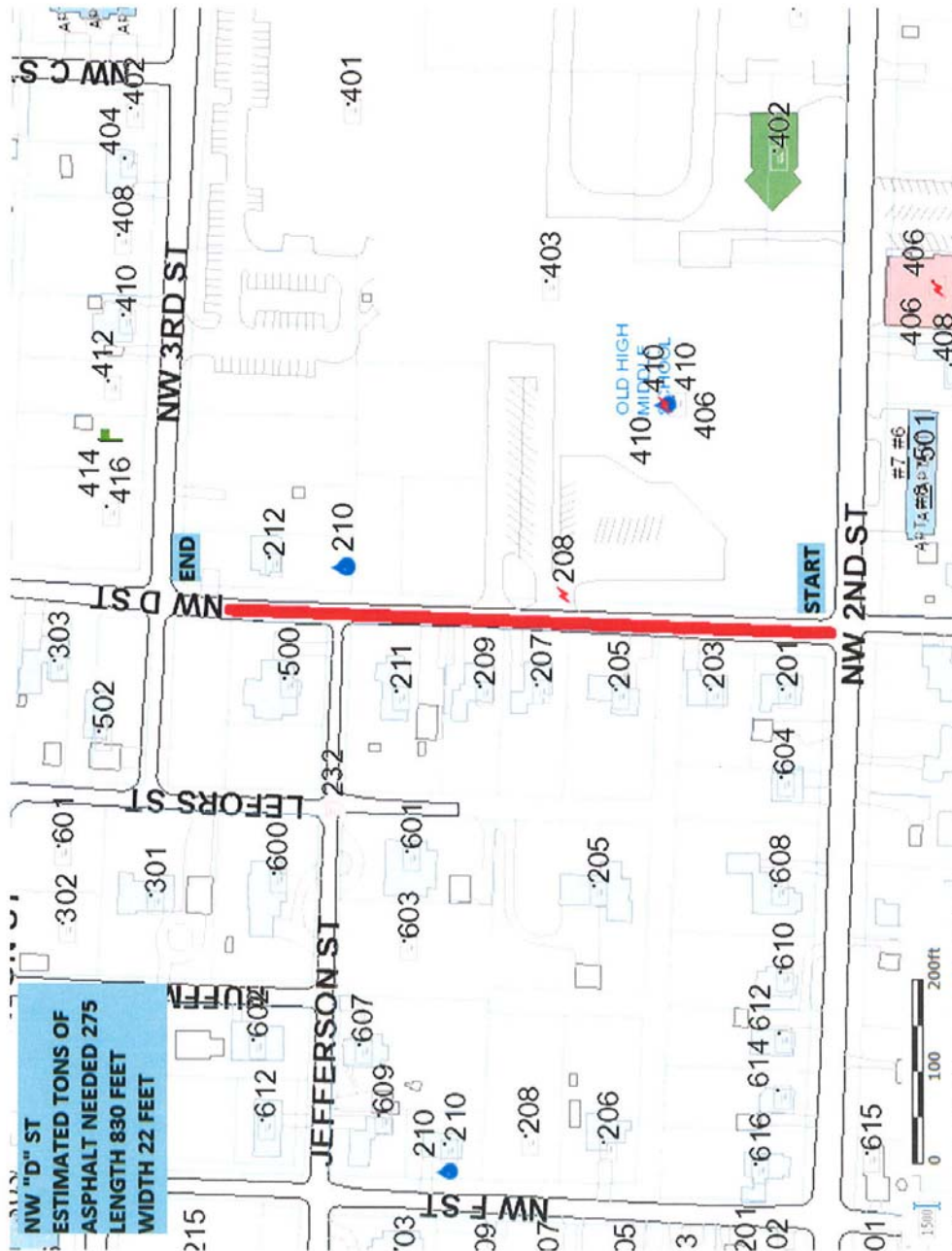
DATE: March 6, 2017
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: 2017 Overlay List

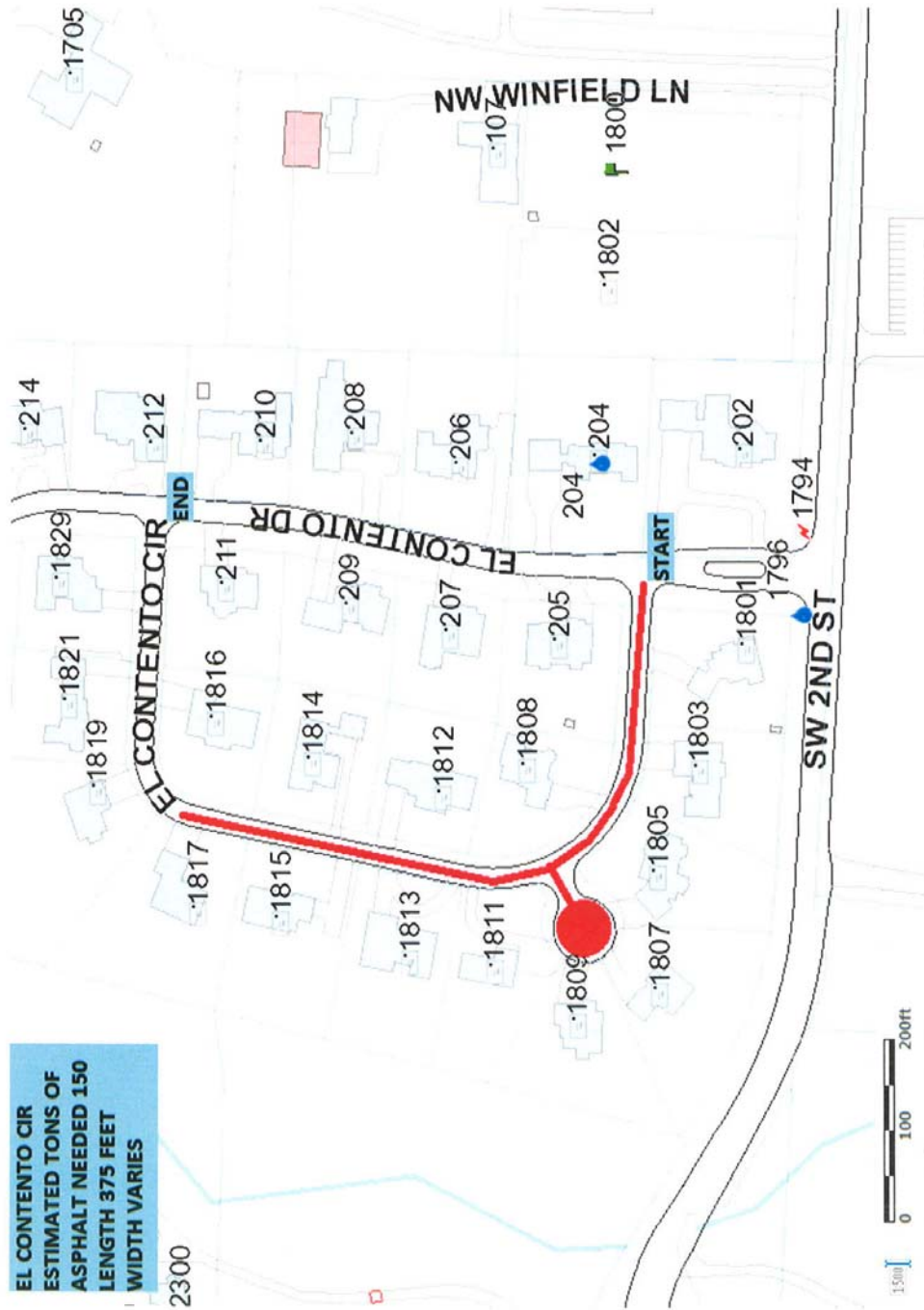
Please review the attached list of streets that have been identified for the 2017 overlay program. Once the list is approved then the Street Department will place it out for bids. Currently there is \$350,000.00 budgeted for this year's overlay.

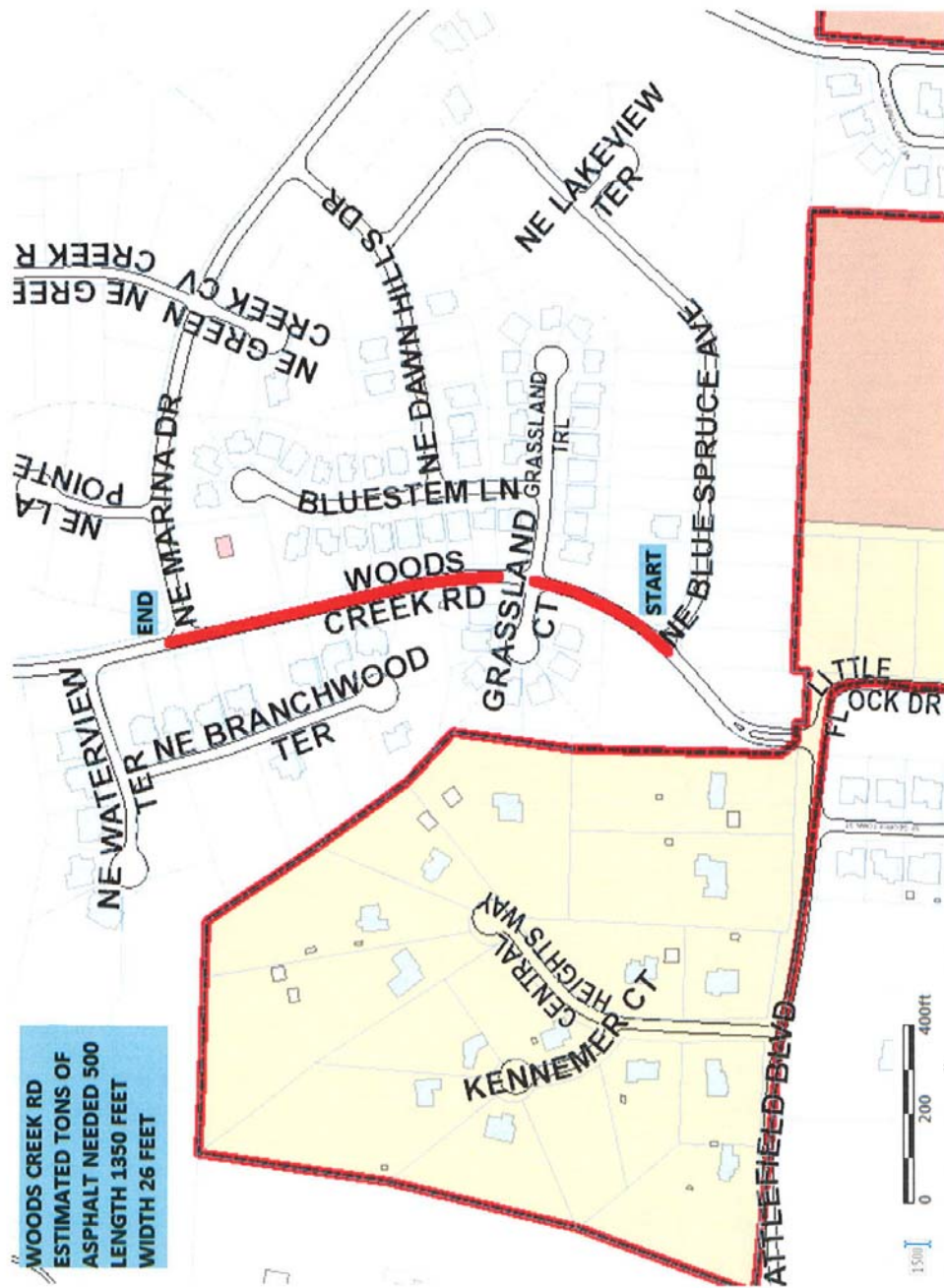
Sincerely,

Tony Davis
Street Manager

[illegible]

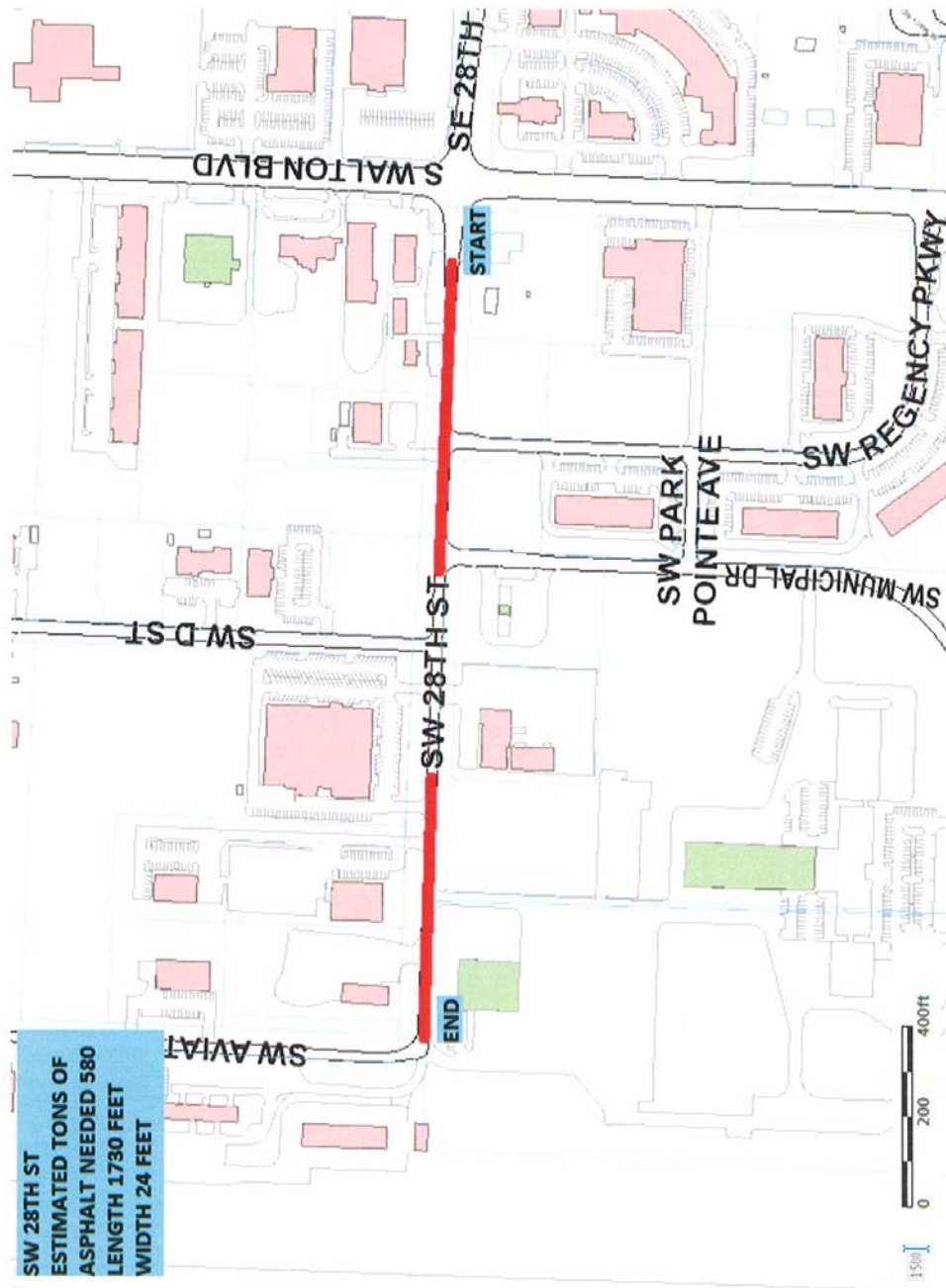














CHECK ALL THAT APPLY		
	Bid Award	Bid # 15-53
	Budget Adjustment	
x	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Tributary II, Phase 1 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$53,062.90 more than the currently contracted amount of \$545,995.45. The final contract amount will be \$599,058.35. Contractor has also finished the project early and is requesting incentive pay according to Section 3.2 of the contract. Incentive pay will be \$15,000.00. The total Change Order request is \$68,062.90.

COST TO CITY:

Cost of this Request: \$68,062.90

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 545,995.45
Funds Expended to Date	545,995.45
Remaining Budget	-
Budget Adjustment	68,062.90
Remaining After Adjustment	\$ 68,062.90

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, March 6th, 2017

Re: Reconciliation Change Order for Tributary II, Phase 1

The improvements to Tributary II, Phase 1 is now complete. In order to properly construct this project according to Bentonville specifications and recommendations given by our third party material testing laboratory, several items required additional attention yielding in a change order.

Original Contract Amount - \$545,995.45

Reconciliation Change Order - \$53,062.90

New Contract Amount - \$599,058.35

In Article 3, Section 3.2 of the contract approved by City Council on 9/13/2016, an incentive payment will be made to the contractor for finishing the project early. Since the contractor has finished the project approximately 2 months earlier than anticipated, the maximum amount of incentive pay is requested. Below is the calculated total according to the contract.

Incentive per Contract - \$15,000.00

New Total Project Amount - \$614,058.35

Staff is seeking City Council approval of the reconciliation change order and incentive pay to finalize the Tributary II, Phase 1 project.

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

RECONCILIATION CHANGE ORDER

OWNER
ENGINEER
CONTRACTOR

PROJECT:
Trib 2 Drainage - Phase I

CHANGE ORDER NO.: 1
DATE: February 17, 2017
ENGINEER'S PROJECT NO.: 05118700
CONTRACT DATE: September 14, 2016
CONTRACT FOR: Drainage Improvements

TO CONTRACTOR:
Diamond C Construction

QUANTITY CHANGES	CONTRACT QTY.	REV. QTY.	CHANGE	UNIT	BID PRICE	TOTAL COST CHANGE
Item 3.0 - Undercut and Backfill	700	1,190	490	CY	\$30.00	\$14,700.00
Item 10.0 - Concrete Channel Paving	1,430	1,781	351	SY	\$49.00	\$17,199.00
Item 11.0 - 6" Aggregate Base Course	351	400	49	SY	\$9.00	\$441.00
Item 12.0 - 2" PG 64-22 ACHM Surface	287	578	291	SY	\$24.00	\$6,984.00
Item 13.0 - 4" PG 64-22 ACHM Binder	287	431	144	SY	\$33.00	\$4,752.00
Item 14.0 - Concrete Curb and Gutter	190	196	6	LF	\$13.50	\$81.00
Item 15.0 - 6" Concrete Driveway	129	142	13	SY	\$50.00	\$650.00
Item 16.0 - Sodding	541	611	70	SY	\$5.00	\$350.00
Item 25.0 - Flowable Select Material	42	79	37	CY	\$139.00	\$5,143.00
Item 26.0 - Uncl. Excavation for Bridge	406	448	42	CY	\$27.00	\$1,134.00
Item 28.0 - Class 1 Prot Surface Treatment	4	2	-2	GAL	\$100.00	-\$200.00
Item 29.0 - Reinf Steel Bridge (Gr 60)	9,292	9,920	628	LB	\$1.72	\$1,080.16
Item 30.0 - Epoxy Reinf Steel Bridge (Gr 60)	759	790	31	LB	\$2.79	\$86.49
NEW Item 31.0 - B-Stone Backfill	0	74	74	SY	\$27.00	\$1,998.00

UNIT PRICE CHANGES	CONTRACT PRICE	REV. PRICE	PRICE CHANGE	UNIT	REV QTY.	TOTAL COST CHANGE
Item 10.0 - Concrete Channel Paving	\$49.00	\$48.25	-\$0.75	CY	1,781	-\$1,335.75
(Note: Unit price reduced to delete joint sealing from this item)						

INCENTIVE PAYMENT FOR EARLY PROJECT COMPLETION 30 DAYS @ \$500.00 \$15,000.00

TOTAL CHANGE ORDER \$68,062.90

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER, AND CONTRACTOR

The original Contract Sum Price was..... \$545,995.45
 Net change by previously authorized Change Orders..... \$0.00
 The Contract Sum prior to this Change Order..... \$545,995.45
 The Contract Sum will be **INCREASED** this Change Order in the amount of..... **\$68,062.90**
 The new Contract Sum, including this Change Order will be..... \$614,058.35
 The Contract time will **REMAIN THE SAME**.
 The date of Substantial Completion as of the date of this Change Order
 therefore is **April 15, 2017**

NOTE: This Summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by a Construction Change Directive.

ENGINEER/ADDRESS
Crafton Tull
901 N. 47th Street, Suite 200
Rogers, AR 72756

CONTRACTOR/ADDRESS
Diamond C Construction
P.O. Box 803
Gentry, AR 72734

OWNER/ADDRESS
City of Bentonville
117 W Central
Bentonville, AR 72712

By: _____

Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Jonathan Rogers

Department

Administration

Phone

271-5911

ACTION REQUIRED:

Approve resolution to enter into a Master Service Agreement, and approve Statement of Work with CivicPlus in the amount of \$56,820 and any applicable tax. This is a 2017 budgeted item.

COST TO CITY:

Cost of this Request: \$56,820

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	65,000
Funds Expended to Date	-
Remaining Budget	65,000
Budget Adjustment	-
Remaining After Adjustment	\$ 65,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: March 3, 2017
TO: Denise Land
FROM: Jonathan Rogers
RE: City's Website Upgrade

Denise,

Attached are the Statement of Work and the Master Service Agreement from CivicPlus for the Upgrade and Hosting of the City's website. This project was approved in the 2017 budget.

As you know our current website provider notified us that they wanted to migrate us to a new content management system (CMS), and that there would be associated costs. Knowing that this would also require retraining all Departments to use the new CMS I contacted the Web Team. After meeting with the Team it was recommended that we explore other CMS options with vendors that could provide the services and hosting to improve our current website. The Team conducted numerous demos, and after evaluation the Web Team has chosen CivicPlus to upgrade and host the City's website.

**Exhibit A.1 - CivicPlus Statement of Work #1**

All Quotes are in US Dollars and Valid for 30 Days from February 27, 2017

Project Development and Deployment		
• First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed 30 GB • Services and Deliverables as described in Addendum 1 • Premium suite of modules, as described in Addendum 2 • Up to 335 pages of content migration from http://www.bentonvillear.com/ • Ongoing recurring 36-month redesign, as described in Addendum 3 • 3 Years of Agendas & Minutes in PDF or DOC format migrated		\$33,700
Professional Consulting Services & Training		
• Five (5) Days Onsite Implementation Training for up to 12 Staff Members per session • "Writing to the Web" session included and executed during one of the Five Days Onsite Implementation Training • Three (3) Days Onsite CivicAdvise Navigate Consulting		Included
Project Enhancements		
• 2 Department Header Packages with Themes • CivicSend • CivicMedia with 10 GB additional storage • CivicAdmin Mobile App for Alert Center		Included
Professional Consulting Services		
• Three (3) Days Onsite CivicAdvise Align Consulting • Seven (7) Days Onsite CivicAdvise Navigate Consulting (Phase 1) • Four (4) Days Follow-Up Onsite CivicAdvise Consulting (to be used during site development or after site launch) • Training and Consulting are interchangeable based off of project's need assessment • Additional Training and Consulting Sessions can be purchased as needed		\$23,120
Total Fees Year 1		\$56,820
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)		
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>		\$5,500
Total Annual Services		\$5,500

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
 - a. Completion of Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Completion of Phase 4: Customized Website Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After thirty-six (36) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



Exhibit A.1 for Bentonville, AR

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Addendum 1 to Exhibit A.1 - Project Development Division of Work**

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff	Client will: • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use	Client will provide: • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval	Client will: • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Exhibit A.1 for Bentonville, AR

Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: • present a fully functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.	Client will: • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus with all the necessary DNS items identified for the website
Phase 4: Implementation Training (See Exhibit A.1 Statement of Work for details) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: • provided training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules	Client will: • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: • address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline	Client will: • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website

Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center (NOTE: Requires additional fee as a third-party service) • Facilities & Reservations • Frequently Asked Questions • Forms Center • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Addendum 3 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign	
	• New design for all items originally contracted for (main site, department headers and subsites) • Redevelop banner • Redevelop navigation method (may choose top drop-down or other options) • Design setup - wireframe • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will <u>not</u> be rewritten, reformatted or pages broken up (shortened or re-sectioned) • Site styles and page layouts will be touched so all pages match the new design and migrate cleanly • Spelling and broken links will be checked and reported if unable to correct

Addendum 4 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee



Service & License Agreement Contract Information

Contact Information

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Annual	Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Bentonville, Arkansas ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 22.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

Intellectual Property & Ownership

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

CP Master Services Agreement for **Bentonville, AR**

Other Documents

22. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

24. This Agreement and any attached SOWs may be extended to any public entity in the State of Arkansas to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. No amendment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MASTER AGREEMENT AND
STATEMENT OF WORK WITH CIVICPLUS FOR
WEBSITE SERVICES.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with CivicPlus for website services in an amount not to exceed \$56,820.00, 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 _____, 2017.

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:

March 14, 2017

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

A resolution setting a Public Hearing for March 28, 2017 for a Utility Easement Vacation requested by Dwight Callaway for 2411 NW Rita Way, Hidden Springs Subdivision PH1.

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



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Dwight Callaway requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

PARCEL NUMBER: 01-03038-000 LOT 161, Hidden Springs, Phase One, a Subdivision to the City of Bentonville, Benton County, Arkansas, as shown in Final Plat Record W at Page 174. FROM THE N.E. CORNER PIN OF SAID LOT RUN S 10 43' 06" W 21.87 FEET TO (POB) POINT OF BEGINNING; THENCE 21.70 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 299.56 FEET, DELTA 04 07' 31", CHORD 21.56 FEET THENCE 62.03 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 44.70 FEET, DELTA 79 30' 34", CHORD 57.19 FEET THENCE 95.34 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 520.96 FEET, DELTA 10 29' 05", CHORD 95.20 FEET THENCE S 82 56' 26" E 10.63 FEET THENCE 90.21 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 510.96 FEET, DELTA 10 06' 59", CHORD 90.10 FEET THENCE 47.63 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 34.70 FEET, DELTA 78 39' 00", CHORD 43.98 FEET THENCE 24.92 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 289.56 FEET, DELTA 4 55' 41", CHORD 24.90 FEET THENCE N 10 42' 41" E 11.05 FEET TO (POB) POINT OF BEGINNING SEE ATTACHED DRAWING (C1) PETITION TO VACATE SITE PLAN

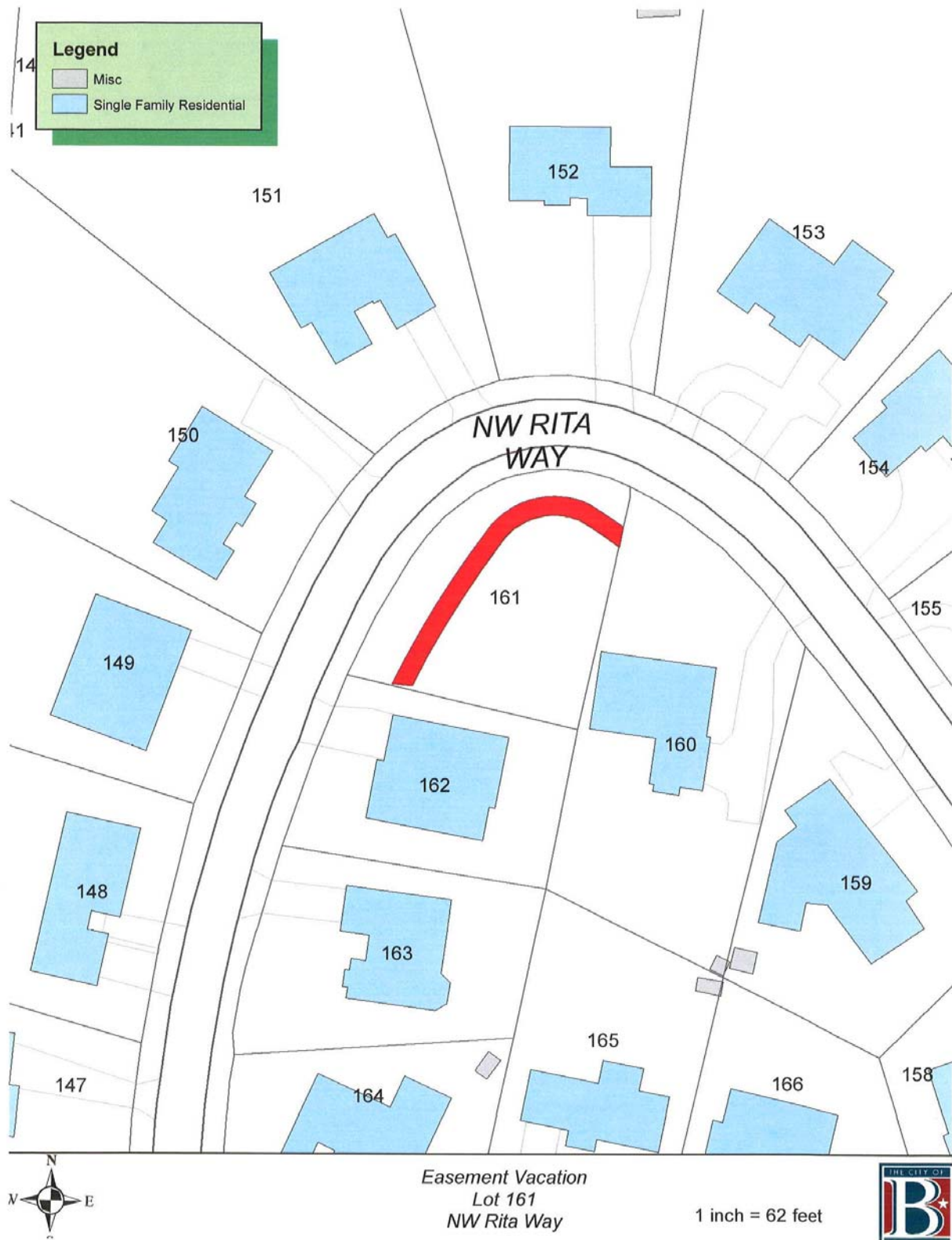
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on March 28, 2017 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2017 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas





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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

City Council approval of an ordinance amending the local amendments to the National Electric Code, as adopted by Ordinance No. 2014-30, to improve safety for exterior electric disconnects.

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: Travis Matlock, Engineering Director
CC Date: March 1, 2017
Re: Ordinance Amending the Local Amendments to the National Electric Code

Bentonville City Council adopted the 2011 National Electric Code, or latest edition, with Ordinance No. 2014-30 on February 25, 2014. Section 2 of the Ordinance adopts the City of Bentonville's local amendments to the National Electric Code. Item 1 under that section states: "All newly constructed structures within the City Limits of Bentonville, AR shall have an exterior means of electrical disconnect."

The Bentonville Electric Utility Department and the Bentonville Fire Department have determined that additional requirements are necessary to provide for safe and efficient exterior electric disconnects. Each department is recommending approval of the attached ordinance that deletes Item 1 under Section 2 of Ord. No. 2014-59 and replaces it with detailed requirements.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE LOCAL AMENDMENTS TO THE
NATIONAL ELECTRIC CODE, AS ADOPTED BY ORDINANCE NO.
2014-30, TO IMPROVE SAFETY FOR EXTERIOR ELECTRIC
DISCONNECTS.**

WHEREAS, the City of Bentonville adopted the 2011 National Electric Code, or latest edition, and City of Bentonville local amendments with Ordinance No. 2014-30; and,

WHEREAS, the Bentonville Electric Utility Department and the Bentonville Fire Department have determined that additional requirements are necessary to provide for safe and efficient exterior electric disconnects.

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

Section 1: That Ordinance No. 2014-30, Section 2, Item 1 of the City of Bentonville Local Amendments to the 2011 National Electric Code (NEC), or latest edition, should be and the same is hereby deleted and replaced with the following:

1. The means of service disconnection, either manual or a shunt trip with a locking device properly labeled on the supply breaker, for each metered tenant or metering location shall be installed at a readily accessible location outside the building or structure and within a line of sight of the source device.
 - (a) The service equipment shall be labeled with the correct address using an engraved phenolic label.
 - (b) Where a building or structure has multiple tenants, either residential or commercial, the meters and service disconnects shall be grouped together in one location on the same exterior wall.
 - (c) On commercial buildings with multiple tenants, all meters shall be located in the same location, unless both the Bentonville Fire Department and the Bentonville Electric Utility Department agree that the development would be better served by separating the metering locations.
 - (d) An emergency generator must have a separate external disconnect, either manual or a shunt trip with a locking device properly labeled on the supply breaker, grouped with all other external disconnects.
 - (e) A fire pump must have a separate non-fused external disconnect, either manual or a shunt trip with a locking device properly labeled on the supply breaker, per NFPA 20.

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

Section 3: That this ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of ____, 2017.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a agreement with Carroll Electric Coop. for the raising of existing Carroll Electric transmission lines to meet clearances for future BEUD line extensions in the amount of \$23,000.00.

COST TO CITY:

Cost of this Request: \$23,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: March 6, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

**RE: Raising of Carroll Electric Transmission line –
Adams Rd**

Staff recommends the Mayor and City Council enter into an agreement with Carroll Electric Coop. to raise certain transmission lines at SW Adams Rd. to meet clearance requirements for BEUD lines that will be installed for an upcoming development in the amount of \$23,000.00.

There is a large proposed subdivision currently under review with the City of Bentonville along SW Adams Rd. and SW Anglin Rd. Carroll Electric has a transmission line running across SW Opal Rd., just to the SW of this development. Because of this development, the City will be purchasing some existing Carroll Electric distribution OH lines in order to supply this development and integrate into existing BEUD OH lines. Part of this integrating crosses beneath the Carroll transmission line. In order to maintain safe working clearances, the transmission line needs to be raised. Carroll will be design and perform this work in order to make way for BEUD to rebuild the distribution system it will purchase in the near future.

The cost of this construction is \$23,000.00. Per the agreement, \$15,000.00 will be required up front (before the work commences) to purchase the materials.



**Carroll Electric
Cooperative Corporation**

800-432-9720
www.carrollecc.com

Your Local Energy Partner

February 28, 2017

Wayman Thurman
Assistant Manager
Bentonville Electric Department
608 Southeast Third St.
Bentonville AR 72712

Dear Mr. Thurman:

Our cost assessment has been completed to increase the height of a specific transmission line pole just north of Highway 12 on Adams Road in Bentonville, Arkansas, in order to retain adequate clearance over a three-phase line to be extended to Osage Hills. Those costs are:

Structure	\$14,000
Labor (2 days)	8,000
Miscellaneous materials	<u>1,000</u>
Total	\$23,000

Upon approval, the process of designing and obtaining the required structure will begin. The full cost of the structure plus miscellaneous materials (\$15,000) is required prior to the actual order of the structure.

Should you desire to move forward with this arrangement, please sign the enclosed agreement and return it to my attention.

Sincerely,

Jen Smalley, P.E. 
Engineering Manager

JS:as
Enclosure

Bentonville
707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712
(479) 273-2421

Berryville
920 Hwy. 62 Spur
PO Box 4000
Berryville, AR 72616
(870) 423-2161

Huntsville
5056 Hwy. 412 B
PO Box 280
Huntsville, AR 72740
(479) 738-2217

Jasper
511 E Court St.
PO Box 389
Jasper, AR 72641
(870) 446-5114



POLE REPLACEMENT AGREEMENT

This AGREEMENT is made this day between **Carroll Electric Cooperative Corporation (CECC)** and **City of Bentonville** to replace a specific 69kV transmission line structure in order to retain adequate clearance over a three-phase distribution line extended under the transmission line to serve the Osage Hills subdivision in Bentonville, Arkansas.

The breakdown of cost is:

Structure	\$ 14,000
Labor (2 days)	8,000
Miscellaneous Materials	<u>1,000</u>
TOTAL COST	\$ 23,000

This is the final cost to complete all work required to adequately complete the requested pole change.

City of Bentonville agrees to pay the full cost of the structure and the miscellaneous materials prior to CECC obtaining the structure and/or materials required. The balance of the payment is required within 30 days of the completion of the project.

Upon receipt of payment and signed agreement, Carroll Electric Cooperative Corporation will begin the process of designing and obtaining the required structure and materials. Timeline to begin the pole change will be determined by the lead-time required for the delivery of the structure.

City of Bentonville



Date

Date

2/28/17

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORP. FOR THE RAISING OF EXISTING ELECTRIC TRANSMISSION LINES.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Carroll Electric Cooperative Corporation for the raising of existing Carroll Electric transmission lines to meet clearances for future BEUD line extensions 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 14, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design of the McCollum Street Sidepath Trail.

COST TO CITY:

Cost of this Request: \$89,050

Additional Budget Amount \$89,050

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	89,050
Remaining After Adjustment	\$ 89,050

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: March 9, 2017
Re: City Council approval of a resolution authorizing the Mayor and Clerk to enter into an agreement with CEI Engineering Services for the design of the McCollum Street Sidepath Trail.

In November 2016, the City was awarded a \$480,000 grant award from Arkansas Highway and Transportation, for the construction of the McCollum Street Side Path. This trail creates a 3.5 mile loop that will start / end at Memorial Park.

The AHTD grant award of \$480,000 is for construction of the project. The grant award cannot be used towards project design. This City is responsible for this expense.

After receiving the award, the City Engineering Department interviewed multiple firms and determined the most qualified for this job is CEI Engineering. CEI will provide all design services and construction observation for the project. In addition, CEI will work with City Staff and AHTD to ensure the bid documents comply with AHTD regulations. The total cost of the contract with CEI is \$89,050.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Agreement for Services with CEI Engineering



City of Bentonville, AR
McCollum Dr. Side Path
Bentonville, Arkansas
Proposal for Engineering Services
12-13-16 - CEI #93000

3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472

I. PROJECT DEFINITION

We appreciate the opportunity to submit this proposal for the McCollum Drive Side Path. The approximately 4,200 LF path is to begin at the intersection of McCollum Drive and E Central Avenue (Hwy 72), follow the west side of McCollum Drive, north, and end at the south side of Tiger Boulevard. This project includes four street crossings and several residential driveway crossings. The majority of this path also resides within Arkansas Highway and Transportation Department Right of Way. This proposal includes the comprehensive scope of services including surveying, design, and construction observation phases necessary for completion of the project. There is no Geotechnical Investigation requested at this time. Should Geotechnical services become required, extra fees will be discussed with the Client.

As a portion of AHTD submittal requirements, CEI shall also submit plans per the Roadway Design Plan Development Guidelines. This entails submitting plans at 30%, 60%, and 90% increments per Appendix I, Consultant Plan Submittals.

CEI also understand there are TAP/RTP/SRTS funds involved and agrees to follow the federal requirements, which includes design conformance with Americans with Disabilities Act, Davis Bacon wage rates, Disadvantaged Business Enterprises, Equal Employment Opportunity, National Environmental Policy Act, the "Uniform Act" and other applicable provisions. CEI understands the plans will need to be certified by a registered professional engineer. CEI will comply with these requirements and collect records associated with each from the Contractor during the construction process.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI will perform a topographical survey of a 70' wide strip West from the centerline of McCollum Dr., between E Central Ave. and Tiger Blvd. Topographic survey will consist of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be marked utilizing the One Call service and be billed as a reimbursable cost.

Fees.\$6,700.00 plus reimbursables

B. Boundary Survey

Survey field crews will locate necessary boundary monuments to define property lines and AHTD right of way. CEI will utilize Benton County online records to research pertinent deeds and surveys.

Fees.\$8,500.00 plus reimbursables

C. Easement Exhibit

Client has stated there is no anticipated easement acquisition or additional Right-of-way needed. Should these services become needed, CEI will provide easement exhibits and legal descriptions in the areas where the proposed path is crossing a private property, per the fees below. Should additional Right-of-way be needed for this project, additional fees will be discussed with the Client. One Easement Exhibit and Description will be included in the total estimated fees below.

Fees.\$500 per Exhibit and Legal Description

D. Construction Documents

CEI shall provide Design Plans for the proposed side path, based on description from the City of Bentonville. CEI shall provide construction and design details for the pedestrian path sections, grading, drainage, paving, accessible ramps, and site stabilization. Preliminary site and grading plans shall be prepared and submitted to the Client for approval (30% plans). In

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the event an alternate path location is necessary or requested following completion of the 30% plan set, revisions will be subject to additional fee to be negotiated with Client.

CEI shall also submit plans per the Roadway Design Plan Development Guidelines. This entails submitting plans at 30%, 60%, and 90% increments per Appendix I, Consultant Plan Submittals.

Upon Client approval of the final civil documents, CEI will provide final design documents and details and process permits with the City of Bentonville as required for the Project. This includes City meetings and representation as required.

The following drawings are proposed with this phase of services. It is anticipated that multiple match-line sheets will be required due to the length and scope of the project.

- Cover Sheet
- Overall Site Plan
- Path Site Plan(s)
- Path Grading Plan(s)
- Path Section Plan(s)
- Drainage Plan(s) (as required)
- Erosion Control Plan(s)
- Detail Sheet(s)

Storm Water Pollution Prevention Plan

CEI shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to assure protection of surface waters and in conformance with the Arkansas Department of Environmental Quality and City of Bentonville requirements. Permit application documents (Notice of Intent), as required, and related submittals shall be prepared and submitted on behalf of the Client.

Specifications

CEI shall provide construction specifications for bidding coordination and administration, contractor qualifications, and recommendation of award.

Fees.\$25,550.00 plus reimbursables

E. Retaining Wall Design

CEI expects a certain amount of modular retaining wall on this project. CEI shall sub-contract with a local Structural Engineer for this portion of the work.

Fees.\$4,000.00

F. Final Construction Staking

CEI will provide construction staking as requested by the Client. Construction staking shall be offset along centerline at 25 foot increments.

Fees.\$4,000.00

G. Record Drawings

CEI will provide record drawings upon completion of the project. Record drawings will be prepared and submitted for and final engineering certification presented for city acceptance of the public infrastructure.

Fees.\$3,000.00

H. Geotechnical Report

Should a Geotechnical Report be needed prior to design and construction, CEI shall sub-contract with a local Geotechnical Firm for this portion of the work. Geotechnical engineering form to provide investigation of subsurface soils conditions and pavement recommendations for the proposed side path and retaining wall footings.

Estimated Fees\$1,600.00

I. Construction Administration

The Project Manager, Construction Observers, and other CEI personnel shall provide contract administration through the construction phase of the project to final completion. Full Contract Administration is proposed herein.

1. Pre-construction phase including pre-bid and preconstruction meetings/ bid opening; contractor bid questions; Notice of Award and Notice to Proceed; coordination with Client and related services.
2. Construction phase including weekly site visits by Department Manager and/or Project Manager; responding to contractor Requests for Information; processing payment applications; monthly payroll interviews utilizing approved standard form provided by Client; processing contractor submittals and shop drawings; meetings with Client and contractor during the construction phase (5 meetings estimated); reports; and related services.
3. Construction observations and reporting during the construction phase estimated to average 4 hours per day and 5 days a week until completion of construction. Reports shall utilize a format approved by Client. If the general contractor exceeds the contract time as provided in the construction contract, then services shall continue at additional fees charged at the hourly rates given in Part V, Schedule of Charges below.
4. CEI will inspect site for conformance with Americans with Disabilities Act, Davis Bacon wage rates, Disadvantaged Business Enterprises, Equal Employment Opportunity, National Environmental Policy Act, the "Uniform Act" and other applicable provisions, and collect records associated with each from the Contractor during the construction process.

Fees\$31,700.00 plus reimbursables

Estimated Reimbursables\$3,500.00

Total Estimated Fees.....\$89,050.00

III. RESPONSIBILITY OF CLIENT:

Client will provide to CEI, the following items:

- A. Site Access.
- B. Payroll interview form.
- C. Current Prevailing Wage criteria.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study to include any or all physical, political and/or financial opportunities or constraints.
- Coordination of Environmental Survey, Traffic Survey, and other Subconsultants not specifically identified herein.
- Water Distribution Report.
- Conditional Use Permits.
- Perspectives, renderings, and models.
- Traffic studies.

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- Environmental Impact Analysis.
- Replatting.
- Preparation of covenants of development agreements.
- Site lighting plans/photometrics.
- Off-site utility plans other than those immediately adjacent to the subject property.
- Off-site street improvement plans such as road widening, accel/decel lanes and medians. *(However civil drawings indicating new curbcuts, curb and gutter, and city sidewalks will be included in Basic Services).*
- Alley vacation, easements abandonment's and right of way dedications.
- Historical or archeological studies.
- Updated Title Policy.
- Major stormwater drainage plans or relocation i.e. box culverts, large ditches and stormwater conductors in excess of four feet in diameter.
- Irrigation Plans

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS

Officer / Branch Manager	\$ 170.00
Department Manager	\$ 155.00
Program Manager	\$ 135.00
Project Manager	\$ 130.00
Assistant Project Manager	\$ 110.00
Senior Project Engineer	\$ 130.00
Project Engineer	\$ 115.00
Registered Landscape Architect	\$ 110.00
Registered Land Surveyor	\$ 110.00
Survey Project Manager	\$ 110.00
Assistant Survey Project Manager	\$ 90.00
Project Designer	\$ 95.00
CAD Designer	\$ 80.00
CAD Technician	\$ 70.00
Sr. Survey Party Chief	\$ 85.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Construction Observer	\$ 75.00
Sr. Administrative Assistant	\$ 75.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

VI. CREDIT POLICY: Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days

due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

STANDARD TERMS AND CONDITIONS

Required for contract to be valid

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall

Revised 2015

not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal)

Any service deleted from this offer by the client will become the responsibility of the client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

Revised 2015

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete client name and address that is responsible for payment of CEI invoices:

Complete Client Name – Responsible for payment of invoice (include Inc., LLC, etc.)

Complete mailing address to mail invoice (Street / PO Box/ Suite number if needed)

City / State / Zip Code to mail invoice

Complete Phone Number

Signature, Client

Print Name

Title

Date

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CEI
ENGINEERING FOR SERVICES RELATED TO THE
MCCOLLUM STREET SIDEPATH TRAIL.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with CEI Engineering for services related to the McCollum Street Sidepath Trail in an amount not to exceed \$89,050.00, 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$89,050, for design services for the McCollum Street Sidepath Trail.

COST TO CITY:

Cost of this Request: \$89,050

Additional Budget Amount \$89,050

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		89,050
Remaining After Adjustment	\$	89,050

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: David Wright, Parks and Recreation Director
Date: March 6, 2017
Re: City Council approval of a budget adjustment for design services of the McCollum Street Sidepath Trail.

As stated in a previous agenda item, the City was awarded a \$480,000 grant award from Arkansas Highway and Transportation, for the construction of the McCollum Street Side Path. This trail creates a 3.5 mile loop that will start / end at Memorial Park.

The AHTD grant award of \$480,000 is for construction of the project. The grant award cannot be used towards project design. This City is responsible for this expense. This budget adjustment is design services agreement with CEI Engineering Services.

After receiving the design is complete and the City secures all funding for the project, staff will bring the City Council another budget adjustment for construction costs and the grant funding.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Budget Adjustment request form



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 14, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a change order and budget adjustment, in the amount of \$14,348.67, at Melvin Ford Aquatic Center.

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





Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: March 7, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 14,349.00	\$ (14,349.00)
	Fund Balance	\$ 14,349.00		\$ 14,349.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 14,349.00	\$ 14,349.00	\$ -

Justification:

Budget adjustment is for design services for the McCollum Street Side Path Trail. This project has a \$480,000 grant associated with it that is for construction. However, the City is responsible for design services for the project. This budget adjustment is for the contract of design fees. Once the project bids and full funding for the project is secure, council will see a budget adjustment for the full project and the grant award.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: May 6, 2017
Re: City Council approval of a change order and budget adjustment for \$14,348.67 to the Melvin Ford Aquatic Center renovation project.

Parks and Recreation Staff is asking City Council to approve Changer Order #1, in the amount of \$14,348.67, for the Melvin Ford Aquatic Center renovation project.

As you may recall City Council authorized Parks and Recreation to move forward with a renovation project to the Melvin Ford Aquatic Center in late 2016. Construction is moving along nicely and without significant delays. However, we do have a couple of issues that need to be resolved via change order. Please see notes below:

1. Bringing RPZ / RPD to code. \$6,868.20. MFAC currently does not have an existing RPZ and the architects/engineers did not think we needed one since they were not really upgrading the plumbing system so it was not on the renovation plans. The Bentonville Water Department advised that one would be required during the renovation phase. The \$6,868.00 is for the unit, labor and box to keep it from freezing in cold months.
2. Hose Bibs in restrooms. \$1,187.78. This allows our sanitation crews to fill mop buckets, attach hoses or pressure washers to thoroughly clean the restroom facilities. This requires some water pipes to be run to these locations as well.
3. Exterior Host Bibs. \$702.77. Same as Item 2, but on the exterior part of the building.
4. Toilets Upgrade. \$5,589.92. The original specifications for toilets would not work for existing locations. The current hookups have to be modified to allow for installation of desired equipment. Our team looked at other alternatives but they were more expensive than staying with the specified toilets and modifying the plumbing etc.

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



10024 N. Campbell Rd. Fayetteville, AR 72701

Proposal Request# 1 Project #16-52

Owner: City of Bentonville

Architect: Crafton Tull

Project: Melvin Ford Aquatics Center Renovation

The contract is changed as follows:

		All labor, material and equipment to install Hot Box and RPD per PR#1
1	\$5,100.25	Additions to Plumbing scope of Work Per Attached Proposal
2	\$1,350.00	Additions to Electrical Scope of Work Per Attached Proposal
3	\$370.88	GC OH&P
4	<u>\$47.07</u>	Bond Premium
5	✓ <u>\$6,868.20</u>	Total Additional Cost

The contract time will be increased by..... (0) days

Accepted By:

Contractor:

Architect:

Owner:

[Redacted Signature]

Print Name

Print Name

Sign

Sign

Sign

2/10/17
Date

Date

Date

HDI CONTRACTORS

SERVING ALL OF ARKANSAS

4227 E. Broomsage Dr
Fayetteville, AR 72701
Office & Fax: 479-575-9157
Jacob's Cell: 479-466-6920

February 9th, 2017

RE: Melvin Ford Aquatic Hot Box and RPZ Bentonville AR

PLUMBING BID:

We propose to provide and install a hot box and 2" RPZ per plans and specs for the sum of \$5,100.25

Breakdown:

Hot Box	\$1,525.00
RPZ with Wye strainer and air gap	\$750.00
Materials....copper and fittings, valves, unions	\$400.00
Labor 2 men 16 hours @ 55 per hour	\$1,760.00
Profit and overhead 15%	\$665.25

TOTAL	\$5,100.25
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Notes:

This quote does not include electrical

Contractors License # 0007240416 Plumbing License # MP4394 Electrical License # M2744



P.O. BOX 987
FARMINGTON, AR 72730
(479) 267-2403 OFFICE
(479) 267-2475 FAX
(479) 422-3235 CELL
CONTRACTOR LICENSE#
0152030517

Date: 2.10.17

Attn: Estimating Dept.

Re: Melvin Ford Aquatic PR #001

Our Clarifications and/or Exclusions/Inclusions are as follows.

Adding Circuit for Hot Box

Electrical Price \$1,350.00

Thank you for your consideration to price this project. If you have any questions, please do not hesitate to call me.

Sincerely,

Jack Woods



10024 N. Campbell Rd. Fayetteville, AR 72701

✓ **Proposal for Hose Bibs** **Project #16-52**

Owner: City of Bentonville

Architect: Crafton Tull

Project: Melvin Ford Aquatics Center Renovation

The contract is changed as follows:

		All labor, material and equipment to install 1 ea Hose Bib in Men's and Women's Locker Rooms
1	\$1,115.50	Additions to plumbing scope of work per attached.
2	\$64.14	GC OH&P
3	\$8.14	Bond Premium
4	\$1,187.78	Total Additional Cost

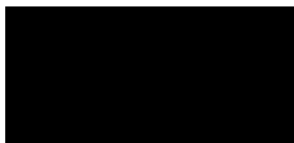
The contract time will be increased by..... (0) days

Accepted By:

Contractor:

Architect:

Owner:



Print Name

Print Name

Sign

Sign

Sign

2/10/17

Date

Date

Date

HDI CONTRACTORS

SERVING ALL OF ARKANSAS

4227 E. Broomsage Dr
Fayetteville, AR 72701
Office & Fax: 479-575-9157
Jacob's Cell: 479-466-6920

February 9th, 2017

RE: Melvin Ford Hose Bibs Bentonville AR

PLUMBING BID:

We propose to install 1 new hose bib per bathroom in a lockable box for the sum of \$1,115.50

Breakdown:

Labor two men 4 hours @ 55 per hour	\$440.00
2 @ \$215 each	\$430.00
Materials.....copper and fittings, insulation	\$100.00
Profit and overhead 15%	\$145.50

TOTAL	\$1,115.50
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Notes:

Contractors License # 0007240417	Plumbing License # MP6128	Electrical License # M2744
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10024 N. Campbell Rd. Fayetteville, AR 72701

✓ **Proposal for Exterior Hose Bibs** Project #16-52

Owner: City of Bentonville

Architect: Crafton Tull

Project: Melvin Ford Aquatics Center Renovation

The contract is changed as follows:

		All labor, material and equipment to remove and replace 4ea exterior hose bibs.
1	\$460.00	Additions to plumbing scope of work
2	\$200.00	Addition to masonry scope of work
3	\$37.95	GC OH&P
4	\$4.82	Bond Premium
	\$702.77	Total Additional Cost

The contract time will be increased by..... (3) days

Accepted By:

Contractor:

Architect:

Owner:

Print Name

Print Name

Print Name

Sign

Sign

Sign

Date

Date

Date



10024 N. Campbell Rd. Fayetteville, AR 72701

Toilet Proposal A **Project #16-52**

Owner: City of Bentonville

Architect: Crafton Tull

Project: Melvin Ford Aquatics Center Renovation

The contract is changed as follows:

1	\$5,249.75	All labor, material and equipment to install Stainless Toilets that will fit existing carriers.
2	\$301.86	Additions to plumbing scope of work per attached.
3	\$38.31	GC OH&P
4	✓ \$5,589.92	Bond Premium
		Total Additional Cost

The contract time will be increased by..... (0) days

Accepted By:

Contractor:

Architect:

Owner:



Print Name

Print Name

Sign

Sign

Sign

2/10/17

Date

Date

Date

HDI CONTRACTORS

SERVING ALL OF ARKANSAS

4227 E. Broomsage Dr
Fayetteville, AR 72701
Office & Fax: 479-575-9157
Jacob's Cell: 479-466-6920

February 10th, 2017

RE: Melvin Ford Water Closets Bentonville AR

PLUMBING BID:

Breakdown For New Stainless Toilet Acorn 2105 That will Work With Existing Carriers

Cost of toilet above specified toilet	\$300.00
New Carrier bolts and nuts	\$30.00
New Horn	\$30.00
Labor 1 man 1 hours @ 55 per hour	\$55.00
Profit and overhead 15%	\$62.25

TOTAL \$477.25 x 11 toilets ✓ **+\$5,249.75**

Deduct Breakdown For New Porcelain Toilets that will Work With Existing Carriers

Cost of porcelain toilet below cost of specified toilet.	-\$500
New carrier bolts and nuts	\$30
New horn	\$30
Labor 1 man 1 hour @ \$55 per hour	\$55

Total -\$385 X 11 toilets **-\$4,235.00**

Notes:

Contractors License # 0007240417 Plumbing License # MP6128 Electrical License # M2744



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 14, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 14, 2017 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: February 28, 2017**

AGENDA

1. INFORMATIONAL ITEM - Presentation of Parks and Recreation 2016 Annual Report.
2. Planning:
- 2a. **Lot Split: Lot 1 Rohit Subdivision, Rohit Dharmadhikari, Southeast 33rd Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from un-platted section land. The new lot will be known as Lot 1 (1.39 acres) of Rohit Subdivision. Per the current Master Street Plan, additional right-of-way is being dedicated along Southeast 33rd Street. A 20' wide public utility easement is also being dedicated along Southeast 33rd Street. Each of the new lots will have access to public utilities and a public street.

- 2b. **Property Line Adjustment: Lot 16, Block 14 Deming's Second Addition, Martin Prado & Araceli Corona, 105 Northwest 5th Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot from the southern portion of existing Lot 10, Block 14. The new lot will be known as Lot 16 (0.09 acres), Block 14 of Deming's Second Addition. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 5th Street. The new lot will have access to public utilities and a public street.

- 2c. **Rezoning: 3B Storage, LLC, 3400 Southwest Municipal Drive, From C-2, General Commercial to I-1, Light Industrial.**

The Planning Commission voted 6-0, recommending approval.

According to General Plan Policy ED-12: "As major development occurs, the city should re-evaluate the supply of industrial land designated in the future land use map to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities". The supply of viable industrial land has diminished within the city's core. This property will add to the industrial designation in an area where public utilities and transportation infrastructure are adequate.

- 2d. **Rezoning: Mercy Health Northwest Arkansas Communities, Southwest 'I' Street & Southwest 41st Street, From A-1, Agricultural to C-2, General Commercial.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use. Southwest 'I' Street has become a major arterial street that the subject property will front. The proposed zoning designation will allow for future development along a boulevard that will contain a variety of mixed uses. This property will add to the commercial designation in an area where public utilities and transportation infrastructure are adequate.

3. Adopt Ordinance authorizing the issuance of sales and use tax bonds, series 2017 for the purpose of financing all or a portion of the cost of capital improvements, pledging collections of a 1.0% sales and use tax to pay the principal of and interest on the bonds, prescribing other matters relating thereto; and declaring an emergency. This ordinance is required to issue the fourth series of bonds approved by the voters. Bond counsel has prepared this ordinance and will be in attendance at the Council meeting to answer any questions.
4. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Cardknox for credit card processing to facilitate online payments in the TRAKiT software and waiving the requirement for competitive bidding.
5. Award bid #17-02 to Rodden Landscape Company for mowing services in the amount of \$45.00 per hour for one (1) lead worker and \$35.00 per hour for one (1) additional worker. This is a budgeted item in the amount of \$30,000.00.

6. Approval of the Bentonville Public Library's proposal to install StoryWalk® at Train Station Park, 402 S. Main Street, by April 24, 2017. The project will be funded from partnering organizations and sponsors, with minimal expense to the Bentonville Public Library's operating budget. The Public Art Advisory Committee recommended approval on February 14, 2017 and the Parks and Recreation Advisory Board recommended approval on February 27, 2017.
7. Appointment of Matt McClure to the City of Bentonville's Advertising & Promotion Commission filling Amanda Webb's unexpired term. Term beginning January 1, 2017 and expiring December 31, 2017.
8. Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into a contract with Mercy Clinic to perform the Fire Departments yearly physicals. The contract is for one year with an additional two year option upon agreement between the two parties.
9. Staff recommends City Council approve a resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize State Aid Street Monies to overlay portions of West Central, SW 12th Street, SW B Street, and SW Razorback Drive. This agreement will require the City to cover 10% of the construction costs of the overlay projects. A budget adjustment will be required to cover the City's share of the costs which will be brought back to Council after bids have been secured.
10. Staff recommends City Council award Bid No. 2017-08 to Luttrell Enterprises for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits in an amount not to exceed \$68,069.20. This is a budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties.
11. Staff recommends approval of Change Order #2 for TriStar Contractors, LLC for an increase of \$18,902.00 and an additional 38 calendar days for Phase I of the 8th Street Water and Sewer Relocations, Contract Section I (SW I Street to SE D Street) project associated with the widening of 8th Street. This change order is necessary to address contract wording regarding payment of trench safety systems, addition of 2 fire hydrants, addition of pay item for open cut water service lines, and continuing conflicts with existing utilities. Increased cost will be covered by funds from the 8th Street Escrow account.
12. Review of the Street Departments 2017 Overlay list. See Attachments.
13. Tributary II, Phase 1 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$53,062.90 more than the currently contracted amount of \$545,995.45. The final contract amount will be \$599,058.35. Contractor has also finished the project early and is requesting incentive pay according to Section 3.2 of the contract. Incentive pay will be \$15,000.00. The total Change Order request is \$68,062.90.

14. Approve resolution to enter into a Master Service Agreement, and approve Statement of Work with CivicPlus in the amount of \$56,820.00 and any applicable tax. This is a 2017 budgeted item.
15. A resolution setting a Public Hearing for March 28, 2017 for a Utility Easement Vacation requested by Dwight Callaway for 2411 NW Rita Way, Hidden Springs Subdivision PH1.
16. City Council approval of an ordinance amending the local amendments to the National Electric Code, as adopted by Ordinance No. 2014-30, to improve safety for exterior electric disconnects.
17. A resolution authorizing the Mayor and City Council to enter into a agreement with Carroll Electric Coop. for the raising of existing Carroll Electric transmission lines to meet clearances for future BEUD line extensions in the amount of \$23,000.00.
- 18a. City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering for the design of the McCollum Street Sidepath Trail.
- 18b. City Council approval of a budget adjustment, in the amount of \$89,050, for design services for the McCollum Street Sidepath Trail.
19. City Council approval of a change order and budget adjustment, in the amount of \$14,348.67, at Melvin Ford Aquatic Center.