

1. Agenda

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[JULY 25, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JULY 25, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 25, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 25, 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: July 11, 2017**

AGENDA

1. Planning:

1a. **Rezoning: PMD Enterprises, LLC, Rice Lane & Rice Road, From A-1, Agricultural to C-2, General Commercial.**

(Pages 10-15)

The Planning Commission voted 7-0, recommending approval. *(Item approved by PC 4-4-17)*

The Future Land Use Plan depicts this property as commercial. The C-2, General Commercial zoning designation is a recommended zoning for this classification. This location will provide goods and services to the surrounding single-family developments, act as a buffer between the low and medium density residential located to the north and east and the expressway located to the west.

1b. **Lot Split: Lots 7, 8, & 9 Lehman Addition, Affordable Arkansas Homes, LLC, Northeast 'A' Street & Northeast 7th Street, PUD, Planned Unit Development.**

(Pages 16-19)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create three new lots from two existing lot and a small un-platted parcel. The new lots will be

known as Lot 7 (13.44 acres), Lot 8 (8.78 acres) and Lot 9 (31.30 acres) of Lehman Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

- 1c. **Lot Split: Lot 77 Kristyl Heights Addition Phase 2, Michael & Sandra Fitzgerald, Southwest Tunbridge Drive, R-1, Single Family Residential.**

(Pages 20-23)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from one existing lot. The existing lot contains a utility and drainage easement, of which a portion will be vacated by a separate document, to create the new buildable lot known as Lot 77 (0.63 acres) of Kristyl Heights Addition, Phase 2. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

- 1d. **Property Line Adjustment: Lot 1 Torrell Creek Addition Phase 2, Pen Spaces Forever, Northwest 3rd Street, Peach Orchard Road, Punkin Hollow Road, A-1, Agricultural & R-1, Single Family Residential.**

(Pages 24-27)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot. The new lot will be known as Lot 1 (293.60 acres) of Torrell Creek Addition, Phase 2. Right-of-way will be dedicated per the requirements of the current Master Street Plan. Utility easements are also being dedicated to serve the new lot. The new lot will have access to public utilities and a public street.

- 1e. **Lot Split: Lots 28 & 29 Deming's 2nd Addition, Nancy Chandler, Northeast 'A' Street & Northeast 7th Street, DN-2, Downtown Medium-Density Residential.**

(Pages 28-31)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 28 (0.18 acres) and Lot 29 (0.17 acres) of Deming's 2nd Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along NE 7th Street. A private access easement will be dedicated to provide rear and /or side access to both of the new lots. Direct access to NE A Street will not be permitted. Both of the new lot will have access to public utilities and a public street.

- 1f. **Final Plat: Cornerstone Ridge Subdivision Phase 6.**
(Pages 32-35)
The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 6.85 acres consisting of 22 single-family residential lots that will be known as Cornerstone Ridge, Phase 6. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Cornerstone Ridge Phase 3 located to the northwest and will have direct access to SW Cornerstone Ridge Road and SW Gemstone Boulevard. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

- 1g. **Rezoning: C Street Properties LLC, Northwest 'A' Street, From A-1, Agricultural to PRD, Planned Residential Development.**
(Pages 36-44)
The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PUD, Planned Unit Development zoning is an appropriate zoning district for this designation and is recommended by the current Future Land Use Plan. The proposed single and multi-family housing incorporated with the proposed agricultural uses will help the community achieve several objectives. These include, but are not limited to, providing a greater variety of housing options, increasing the amount of people living close to their work place, enhancing access to the downtown, providing a variety of transportation options, reducing sprawl and helping to protect and preserve watersheds and agricultural lands.

- 1h. **Rezoning: Mayadventures Inc., North Main Street & Northeast Park Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**
(Pages 45-53)
The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation and is compatible with the existing and adjacent uses.

- 1i. **Rezoning: Nancy Chandler, 702 Northeast 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**
(Pages 54-57)
The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning

is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan. The new DN-2 zoning designation will allow for single-family or block-end townhomes to be built.

- 1j. **Rezoning: Real Assets Inc., 2415 Southwest Regional Airport Boulevard, From A-1, Agricultural to C-1, Neighborhood Commercial.**
(Pages 58-61)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation as it is consistent with the Future Land Use Plan and adjacent properties. Policy LU-18 of the General Plan states that the City should provide greater flexibility in its development regulations to facilitate efficient and appropriate residential, office and commercial uses.

- 1k. **Rezoning: First Federal Bank, Southwest 2nd Street & Northwest Elm Tree Road, From A-1, Agricultural to R-3, Medium Density Residential.**

(Pages 62-68)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The applicant is proposing a medium density residential development that will help to create additional density and housing options while reducing the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

11. **Rezoning: CrossMar Industrial IV, LLC, Southwest Vendor Boulevard & Southwest Regional Airport Boulevard, From R-1, Single Family Residential, A-1, Agricultural, C-1, Neighborhood Commercial, C-2, General Commercial to I-1, Light Industrial.**

(Pages 69-74)

The Planning Commission voted 5-0, recommending approval.

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 Plan to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities." This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.

2. Appointment of Nathan Lembke to a three year term on the Tree and Landscape Advisory Committee. The term will expire on July 25, 2020. (Pages 75-77)

3. A public hearing and ordinance vacating a utility easement located at 901 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 78-81)**
4. A public hearing and ordinance vacating a utility easement located at 903 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 82-85)**
5. A public hearing and ordinance vacating a utility easement located at 907 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 86-89)**
6. A public hearing and ordinance vacating a utility easement located 1040 Tunbridge, Kristyl Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 90-93)**
7. A public hearing and ordinance vacating a drainage easement located at 1040 Tunbridge by Mike Fitzgerald, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 94-97)**
8. A public hearing and ordinance vacating a right-of-way and establishing a utility easement located at SW B Street, First Baptist Church Addition to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 98-101)**
9. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC, for the design and inspection of the NW 3rd widening, which includes the addition of a signalized designated left turn lane. This agreement would be funded by bond money and has a total maximum not to exceed amount of \$93,350.00. **(Pages 102-124)**
10. A resolution accepting a grant in the maximum amount of \$2,272,603 from the FAA for funding of the West Side Taxiway Project at the Bentonville Municipal Airport. Total construction cost of the Runway Improvement Project is \$2,543,210.67 including engineering inspection fees and material testing services. See attached memo for additional information. **(Pages 125-155)**
11. A resolution authorizing the Mayor and City Council to enter into an agreement with Garver for the Construction Services for the West Side Taxiway project in the amount of \$290,100.00. **(Pages 156-169)**
12. Recommend Mayor and City Council award the bid for the West Side Taxiway construction to Tri Star Construction in the amount of \$2,250,610.67. This construction cost will be covered by the FAA grant recently awarded to the City. **(Pages 170-176)**
13. A resolution authorizing the Mayor and City Council to enter into an agreement with Charles R. Chadwick to act as the Airport Manager for the Bentonville Municipal Airport beginning in August 2017 and ending July 2018 in the amount of \$5,000.00 per month. **(Pages 177-186)**

14. Recommend Mayor and City Council award the bid for the 8th St. overhead electric relocation to BBC Electric in the amount of \$2,603,010.60.
(Pages 187-197)
15. Council approval of a budget adjustment in the amount of \$15,000.00 for replacement of the library's lighting control panel.
(Pages 198-201)
16. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with WER Architects and Planners to provide professional services related to the design and construction of a Police/Fire/EMS Communications Center located on the existing grounds of the main police department facility at 908 SE 14th Street, in an amount equal to 8.5% of construction costs. See attached Memo for additional details.
(Pages 202-239)
17. Request City Council approve the addition of one (1) Police Captain position in the police department. The City has not added a command staff position in the police department since 1983 and with the significantly increased responsibilities of the Operations Division the need for a command staff position to oversee these operations has become paramount. The maximum cost (high-side estimate) for this position for 2017 would be \$82,035.00. The actual cost could come in significantly lower depending on who is actually selected for this position. This estimate also factors in the one-time cost for an additional police vehicle. Attached is a detailed breakdown of the history of the command staff structure and a copy of the current police department organizational chart.
(Pages 240-244)
18. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Arkansas Valley Communications in the amount of \$90,222.53 for installation of radio communication equipment and associated software at the new City maintenance facility. Funds for this item will come from anticipated savings realized from the construction contract of the facility.
(Pages 245-250)
19. City Council approval of Mayor McCaslin's recommendation to appoint Whitney Sutherland to the Parks and Recreation Advisory Board.
(Pages 251-255)
20. Parks and Recreation Staff seeks City Council's approval of a bid award to 81 Construction, in the amount of \$248,910.00, for the construction of the Community Center (Citizens Park) Fitness Trail.
(Pages 256-259)



City Council Agenda Items
For City Council Meeting of July 25, 2017
From the July 18, 2017 Planning Commission Meeting

Rezoning: PMD Enterprises, LLC, Rice Lane & Rice Road, From A-1, Agricultural to C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval. *(Item approved by PC 4-4-17)*

The Future Land Use Plan depicts this property as commercial. The C-2, General Commercial zoning designation is a recommended zoning for this classification. This location will provide goods and services to the surrounding single-family developments, act as a buffer between the low and medium density residential located to the north and east and the expressway located to the west.

Lot Split: Lots 7, 8, & 9 Lehman Addition, Affordable Arkansas Homes, LLC, Northeast 'A' Street & Northeast 7th Street, PUD, Planned Unit Development.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create three new lots from two existing lot and a small un-platted parcel. The new lots will be known as Lot 7 (13.44 acres), Lot 8 (8.78 acres) and Lot 9 (31.30 acres) of Lehman Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

Lot Split: Lot 77 Kristyl Heights Addition Phase 2, Michael & Sandra Fitzgerald, Southwest Tunbridge Drive, R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from one existing lot. The existing lot contains a utility and drainage easement, of which a portion will be vacated by a separate document, to create the new buildable lot known as Lot 77 (0.63 acres) of Kristyl Heights Addition, Phase 2. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

Property Line Adjustment: Lot 1 Torrell Creek Addition Phase 2, Open Spaces Forever, Northwest 3rd Street, Peach Orchard Road, Punkin Hollow Road, A-1, Agricultural & R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot. The new lot will be known as Lot 1 (293.60 acres) of Torrell Creek Addition, Phase 2. Right-of-way will be dedicated per the requirements of the current Master Street Plan. Utility

easements are also being dedicated to serve the new lot. The new lot will have access to public utilities and a public street.

Lot Split: Lots 28 & 29 Deming's 2nd Addition, Nancy Chandler, Northeast 'A' Street & Northeast 7th Street, DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 28 (0.18 acres) and Lot 29 (0.17 acres) of Deming's 2nd Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along NE 7th Street. A private access easement will be dedicated to provide rear and /or side access to both of the new lots. Direct access to NE A Street will not be permitted. Both of the new lot will have access to public utilities and a public street.

Final Plat: Cornerstone Ridge Subdivision Phase 6.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 6.85 acres consisting of 22 single-family residential lots that will be known as Cornerstone Ridge, Phase 6. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Cornerstone Ridge Phase 3 located to the northwest and will have direct access to SW Cornerstone Ridge Road and SW Gemstone Boulevard. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

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The Planning Commission voted 5-0, recommending approval.

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Rezoning: Mayadventures Inc., North Main Street & Northeast Park Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation and is compatible with the existing and adjacent uses.

Rezoning: Nancy Chandler, 702 Northeast 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan. The new DN-2 zoning designation will allow for single-family or block-end townhomes to be built.

Rezoning: Real Assets Inc., 2415 Southwest Regional Airport Boulevard, From A-1, Agricultural to C-1, Neighborhood Commercial.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation as it is consistent with the Future Land Use Plan and adjacent properties. Policy LU-18 of the General Plan states that the City should provide greater flexibility in its development regulations to facilitate efficient and appropriate residential, office and commercial uses.

Rezoning: First Federal Bank, Southwest 2nd Street & Northwest Elm Tree Road, From A-1, Agricultural to R-3, Medium Density Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The applicant is proposing a medium density residential development that will help to create additional density and housing options while reducing the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

Rezoning: CrossMar Industrial IV, LLC, Southwest Vendor Boulevard & Southwest Regional Airport Boulevard, From R-1, Single Family Residential, A-1, Agricultural, C-1, Neighborhood Commercial, C-2, General Commercial to I-1, Light Industrial.

The Planning Commission voted 5-0, recommending approval.

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 Plan to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities." This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.



February 27, 2017
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

Re: *The ROC, SW Corner of Rice Ln & Rice Rd*
 Bentonville, AR 72712
 Rezoning Request

We are representing a request by CrossMar Investments to rezone the property located at the southwest corner of Rice Lane and Rice Road. This property is currently pasture and is in the annexation property to bring it into the city limits. The owner would like to develop the 33 acre property into a commercial development housing 4 – 70,000 square feet office buildings. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

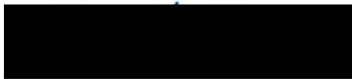
- The property is currently in the county but will be A-1, Agricultural, when annexed into the city. The proposed zoning is C-2, General Commercial.
- The rezone is requested to accommodate the construction of the proposed four office buildings that will be submitted as an LSD after the rezone is approved.
- The proposed four office buildings will be situated along I-49 leaving approximately 12 acres separating the office space from the existing residential. Based on the land use plan this property is planned commercial so it will meet the cities expectations. The developer does not know what will be constructed on the 12 acres at this time.
- The proposed use of the property is currently 4 – 70,000 square feet office buildings. Each building will be leased out to different interested clients by the square foot. Each building is anticipated to be single story.
- The four office buildings have the potential to bring 2000 jobs to Bentonville at full building out. Along with this development a collector will be constructed through the

middle of the property and apportion of Rice Road will be upgraded to assist with traffic demands.

- Signage is anticipated to be the typical CrossMar monument sign for each building meeting the cities signage ordinance.
- The planned exterior for the facility is still in design but is anticipated to be along the lines of Vista 21 or Central Investments. A final design will be submitted for LSD.
- An 8" Sewer line is on the east side of Rice Road that will be extended to serve all four office buildings. This sewer line conveys sewage to the Dogwood Place Lift Station. MSE has analyzed the existing lift station and found the pumps must be upgraded for this development, due to the existing pumps being out dated. The developer and MSE is currently working with City Public Works, Engineering, and Water Departments on this matter. There is also an 8" water line on the east side of Rice Road, assumed to be 10' west of the sewer line, that will be extended through the development to serve all four buildings.

Sincerely,

Morrison Shipley Engineers, Inc.



Patrick Foy, E.I.

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, PMD Enterprises, 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 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:

COMMENCING at an existing PK nail marking the Northeast Corner of the Southeast Quarter Southwest Quarter (SE1/4 SW1/4) of Section 21; thence by bearing and distance (basis of bearing, Grid North), South 01°59'36" West along the east line of said Southeast Quarter Southwest Quarter (SE1/4 SW1/4) a distance of 1,294.11 feet; thence leaving said east line, North 87°04'41" West a distance of 46.31 feet to the POINT OF BEGINNING; thence North 87°04'41" West a distance of 159.71 feet to an existing five-eighths inch (5/8") rebar; thence South 02°18'28" West a distance of 33.00 feet to an existing five-eighths inch (5/8") rebar with PS #1181 cap on the south line of said Southeast Quarter Southwest Quarter (SE1/4 SW1/4); thence North 87°04'41" West along said south line a distance of 292.37 feet to the easterly right-of-way line of Interstate Highway 49; thence leaving said south line, North 46°51'29" West along said easterly right-of-way line a distance of 411.44 feet to an existing AHTD one and one-half inch (1 1/2") aluminum monument; thence North 43°36'34" West continuing along said easterly right-of-way line a distance of 189.43 feet; thence leaving said easterly right-of-way line, North 51°39'27" East a distance of 621.54 feet; thence 24.51 feet along the arc of a non-tangent curve to the left, said curve having a radius of 203.72 feet and being subtended by a chord bearing and distance of South 42°17'12" East, 24.50 feet; thence South 45°44'01" East a distance of 421.23 feet; thence South 45°32'14" East a distance of 121.00 feet; thence 15.37 feet along the arc of a curve to the right, said curve having a radius of 18.50 feet and being subtended by a chord bearing and distance of South 21°44'12" East, 14.93 feet; thence South 02°03'49" West a distance of 383.64 feet to the Point of Beginning.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 4, 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

LOT SPLIT STAFF REPORT



Lots 7, 8 & 9 Lehman Addition

NE A Street & NE 7th Street

PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-05000027
Applicant / Current Owner	Affordable Arkansas Homes, LLC P.O. Box 1860 Bentonville, AR 72712
Site Area	54+/- acres
Current Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR) & Low Density Residential (LDR)

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

Location Map



Property Description

This property is bordered by SW 2nd Street and is currently occupied by two single family dwellings. It is situated in an area that is designated as Mixed Use and Low Density Residential on the Future Land Use Plan.

Project Details

The applicant has submitted a proposal for a lot split that will create three new lots from two existing lot and a small unplatted parcel. The new lots will be known as Lot 7 (13.44 acres), Lot 8 (8.78 acres) and Lot 9 (31.30 acres) of Lehman Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to and existing sewer main. 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 impact traffic in the area.

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.

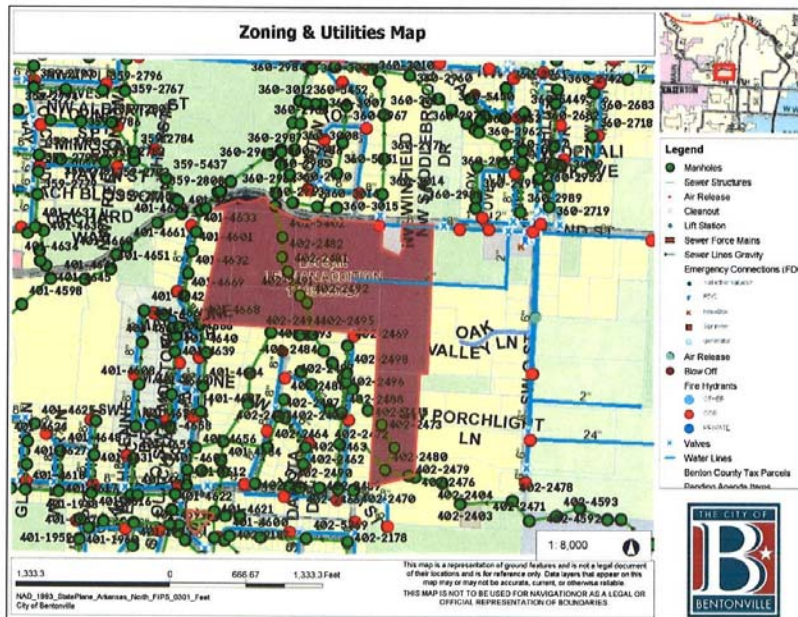
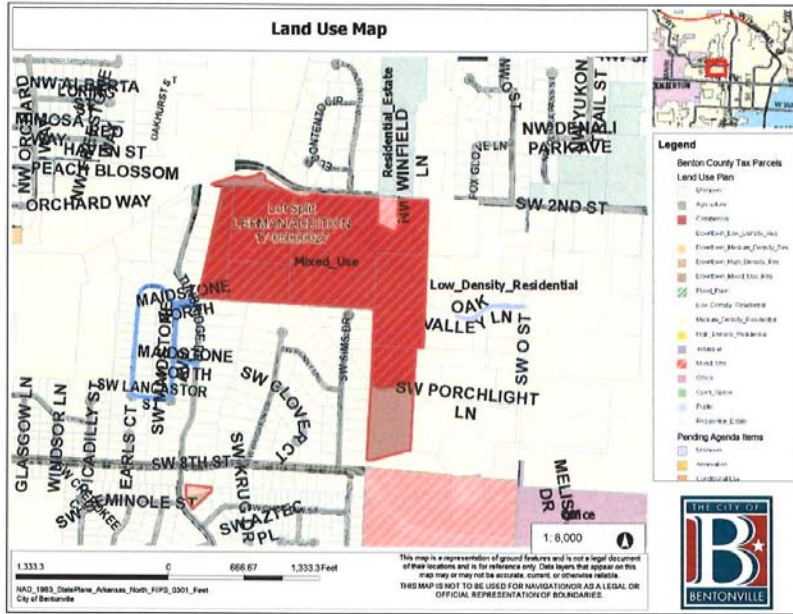
Standard Conditions of Approval

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

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 LOTS 7, 8, & 9 LEHMAN
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 7, 8, & 9 Lehman Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 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 Lots 7, 8, & 9 Lehman Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

LOT SPLIT STAFF REPORT



Lot 77, Kristyl Heights Addition, Phase2

SW Tunbridge Drive

PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-04000002
Applicant / Current Owner	Michael & Sandra Fitzgerald 400 Willow Dr. Centerton, AR 72719
Site Area	0.63 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

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

Location Map



Property Description

This vacant property is located due west of the intersection of SW Tunbridge Drive and SW Seminole Street in an established low density single-family neighborhood.

Project Details

The applicant has submitted a proposal for a lot split that will create one new lot from one existing lot. The existing lot contains a utility and drainage easement, of which a portion will be vacated by a separate document, to create the new buildable lot known as Lot 77 (0.63 acres) of Kristyl Heights Addition, Phase 2. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. 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 impact traffic in the area.

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

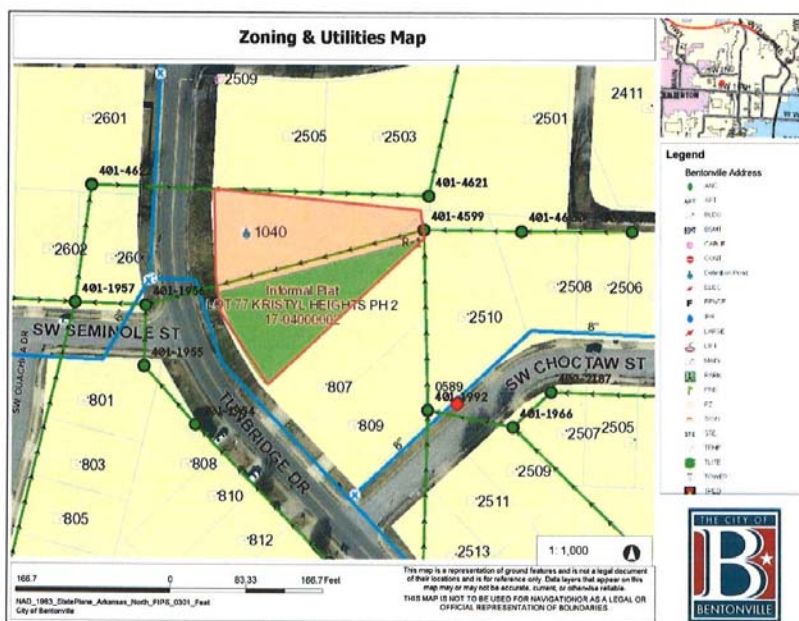
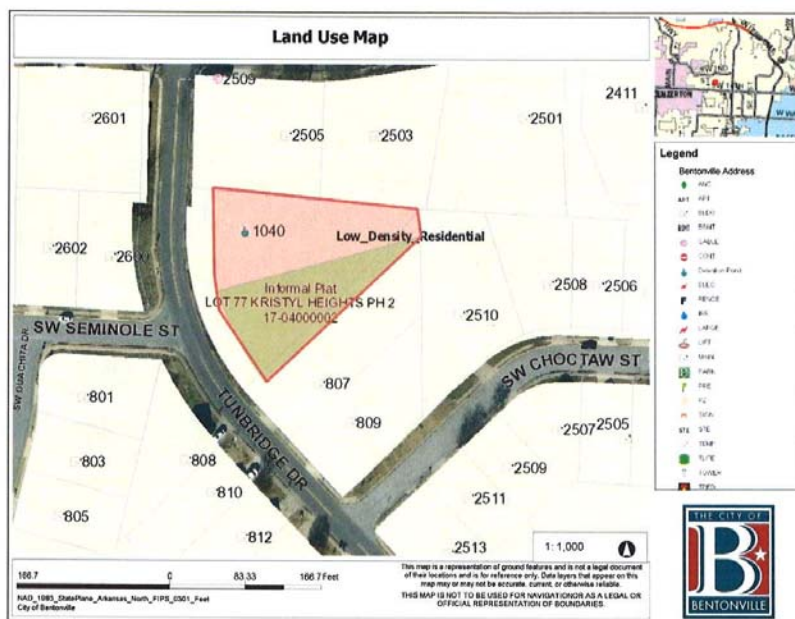
This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

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

NOTES

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 77, KRISTYL HEIGHTS
ADDITION, PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 77, Kristyl Heights Addition, Phase 2, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 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 77, Kristyl Heights Addition, Phase 2 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 1 Torrell Creek Addition, Phase 2

NW 3rd St./Peach Orchard Rd./Punkin Hollow Rd.

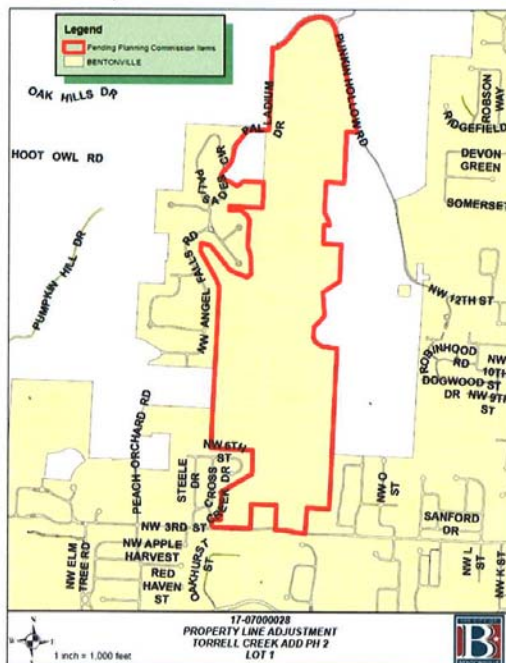
PC Date: 7/5/2017

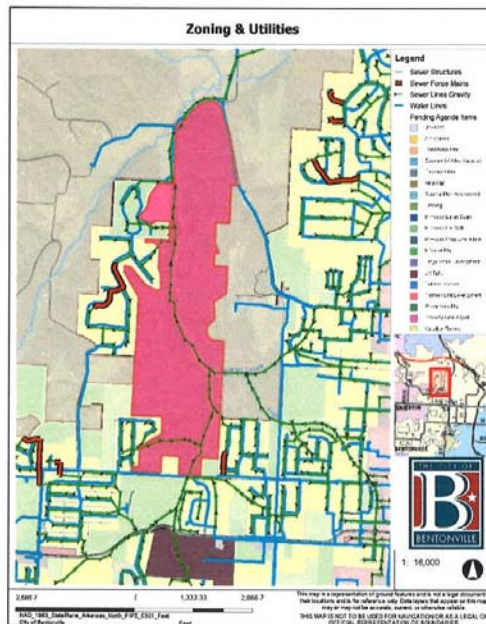
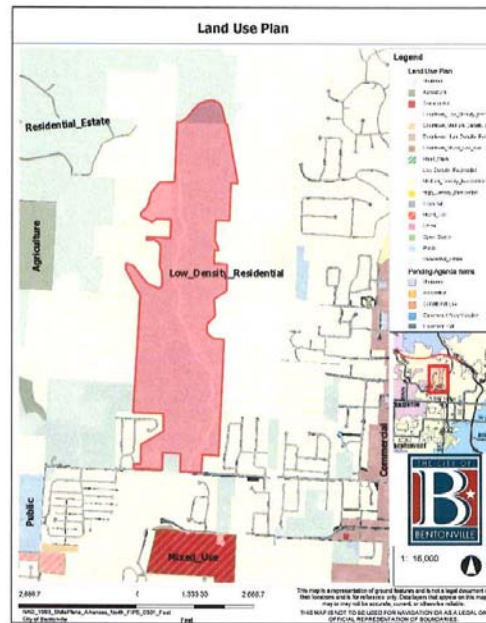
Reviewer: Jon Stanley, Planner

Project Number	17-07000028
Applicant / Current Owner	Open Spaces Forever P.O. Box 1860 Bentonville, AR 72712
Site Area	293.60 acres
Current Zoning	A-1, Agricultural & R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE) & Low Density Residential (LDR)

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

Location Map





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 1 TORRELL CREEK ADDITION, PHASE 2 TO THE CITY OF
BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 1 Torrell Creek Addition, Phase 2 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 18, 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 1 Torrell Creek Addition, Phase 2 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:

MAYOR

ATTEST:

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 28 & 29, Deming's 2nd Addition

NE A Street & NE 7th Street

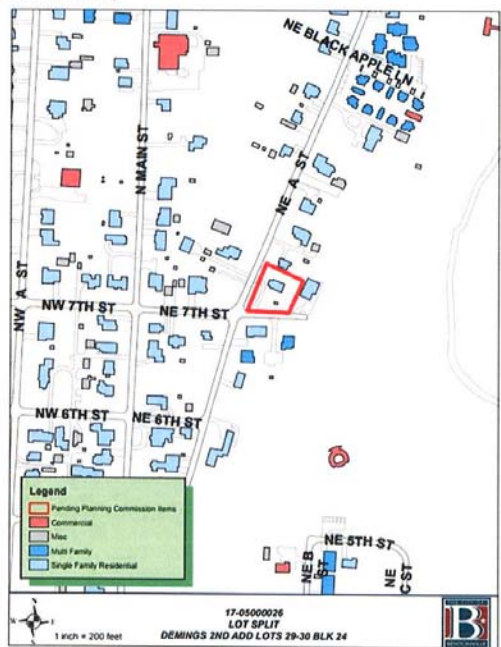
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-05000026
Applicant / Current Owner	Nancy Chandler 702 NE A Street Bentonville, AR 72712
Site Area	0.37 acres
Current Zoning	Current zoning of R-1, Single-Family Residential. Proposed zoning of DN-2, Downtown Medium-Density Residential.
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is located at 702 NE A Street and is currently occupied by a single family home in an area designated as Downtown Medium Density Residential on the Future Land Use Plan. All adjacent properties are zoned R-1, Single-Family Residential.

Project Details

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 28 (0.18 acres) and Lot 29 (0.17 acres) of Deming's 2nd Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along NE 7th Street. A private access easement will be dedicated to provide rear and /or side access to both of the new lots. Direct access to NE A Street will not be permitted. Both of the new lot will have access to public utilities and a public street.

Projected Traffic Impact

The proposed lot split will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

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

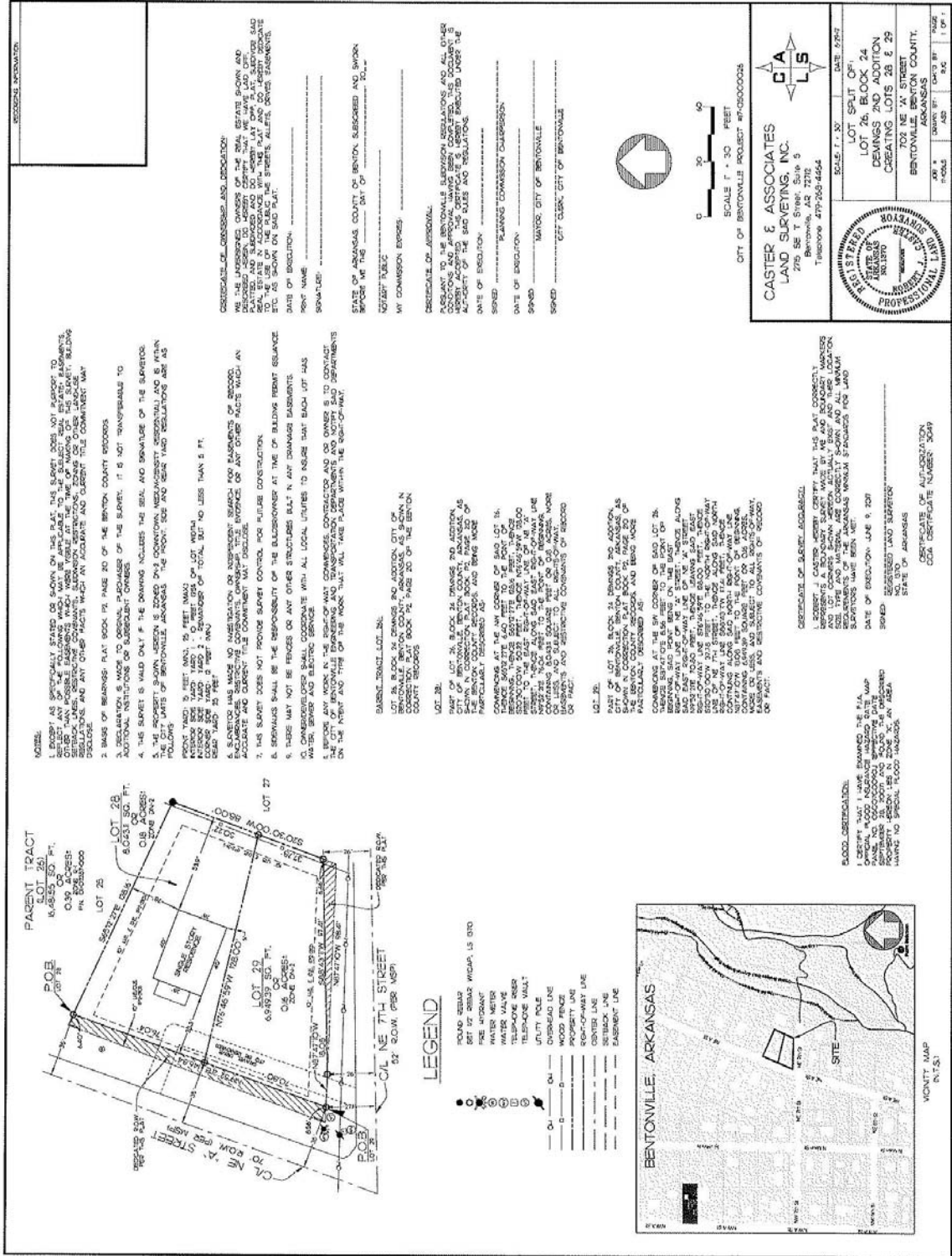
This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

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

NOTES

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 28 & 29 DEMING'S 2ND
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 28 & 29 Deming's 2nd Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 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 Lots 28 & 29 Deming's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

FINAL PLAT STAFF REPORT



Cornerstone Ridge Subdivision, Phase 6

SW Rainbow Farm Rd. &
SW Gemstone Blvd.

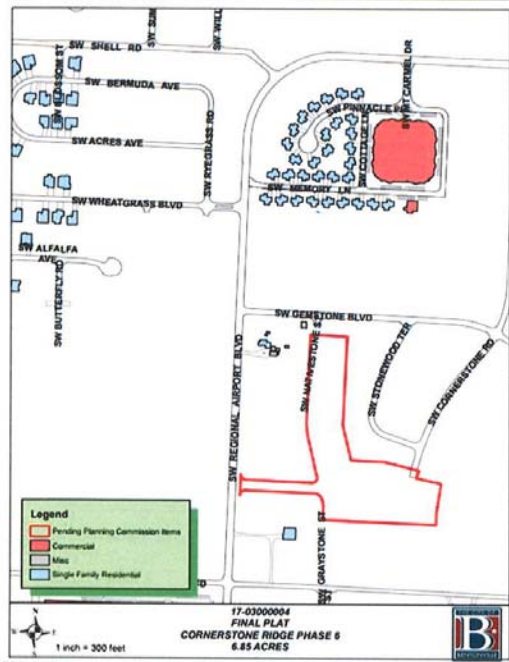
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-03000004
Applicant / Current Owner	Riggins Const & Dev. 1204 Joyce Blvd. Ste. 102 Fayetteville, AR 72703
Site Area	6.85 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)
No. of Lots	22
Subdivision Name	Cornerstone Ridge

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

Location Map



Property Description

The property is the location of an R-1, Single-Family Residential, zoned parcel situated southwest of the existing Cornerstone Phase 3 development.

Project Details

The applicant has submitted a final plat for 6.85 acres consisting of 22 single-family residential lots that will be known as Cornerstone Ridge, Phase 6. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Cornerstone Ridge Phase 3 located to the northwest and will have direct access to SW Cornerstone Ridge Road and SW Gemstone Boulevard. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

Utility Infrastructure

Per the GIS website, water and sewer are available. Additionally the water, sewer, electric, streets and storm drainage infrastructure were constructed to City of Bentonville standards and will be dedicated with this plat.

Drainage Report

A drainage report is not required at the time of final platting.

Waivers

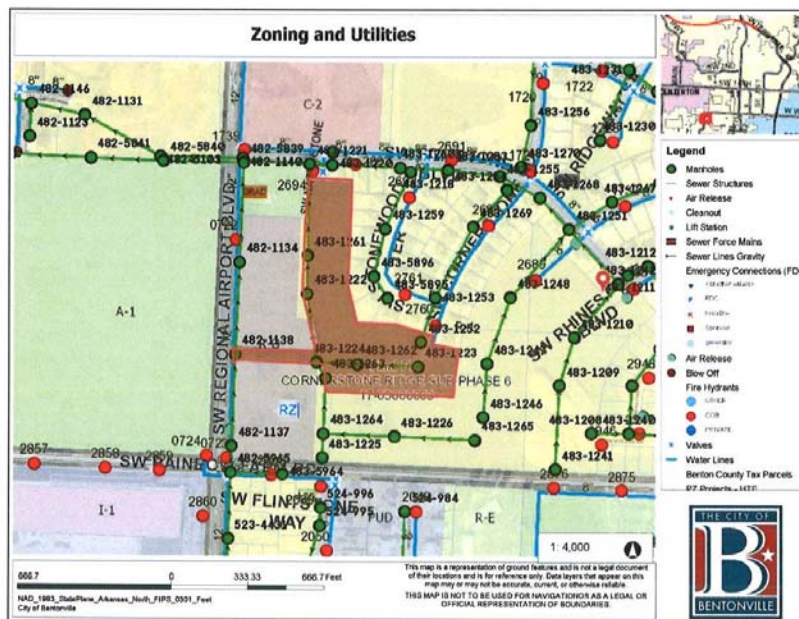
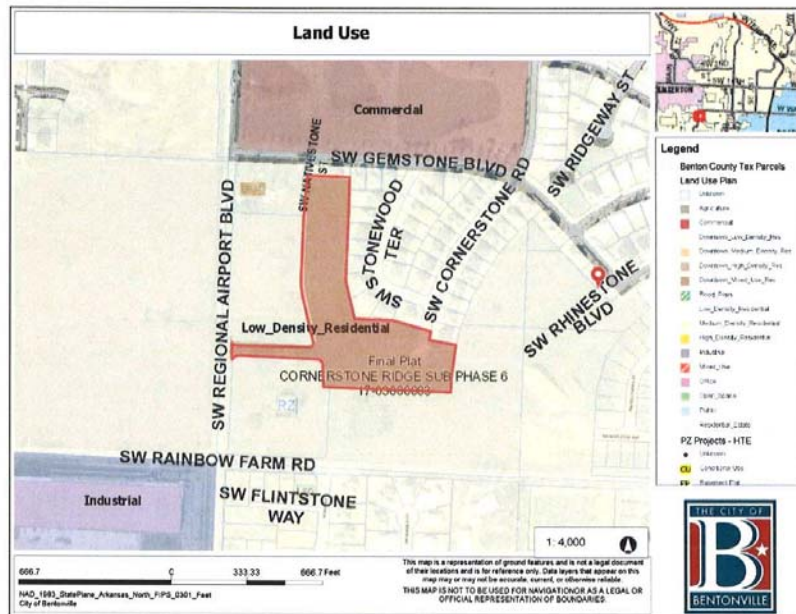
No waivers requested.

Conclusion

This final plat 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.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF CORNERSTONE
RIDGE PHASE 6 TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Cornerstone Ridge Phase 6, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 18, 2017; and,

WHEREAS, said final plat is attached hereto as Exhibit "A"; and,

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat of Cornerstone Ridge Phase 6 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PLANNED RESIDENTIAL DEVELOPMENT STAFF REPORT



C Street Properties (Red Barn)

Northwest A Street

PC Date: 7/18/2017 Reviewer: Jon Stanley, Planner

Project Number	17-01700002
Applicant / Current Owner	C Street Properties LLC PO Box 1860 Bentonville, AR 72712
Site Area	44.9 acres
Current Zoning	A-1, Agricultural
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low Density Residential (LDR)

Property Description

This property is the location of three vacant parcels in a low density residential area. The property fronts NW A Street and lies directly north of Lincoln Junior High School. The southwest corner of the property contains a tributary to Hidden Springs Creek.

Projected Traffic Impact

Please reference the traffic analysis for the proposed development as submitted by Peters & Associates Engineers, Inc.

Utility Infrastructure

Per the GIS website, water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PUD, Planned Unit Development zoning is an appropriate zoning district for this designation and is recommended by the current Future Land Use Plan. The proposed single and multi-family housing incorporated with the proposed agricultural uses will help the community achieve several objectives. These include, but are not limited to, providing a greater variety of housing options, increasing the amount of people living close to their work place, enhancing access to the downtown, providing a variety of transportation options, reducing sprawl and helping to protect and preserve watersheds and agricultural lands.

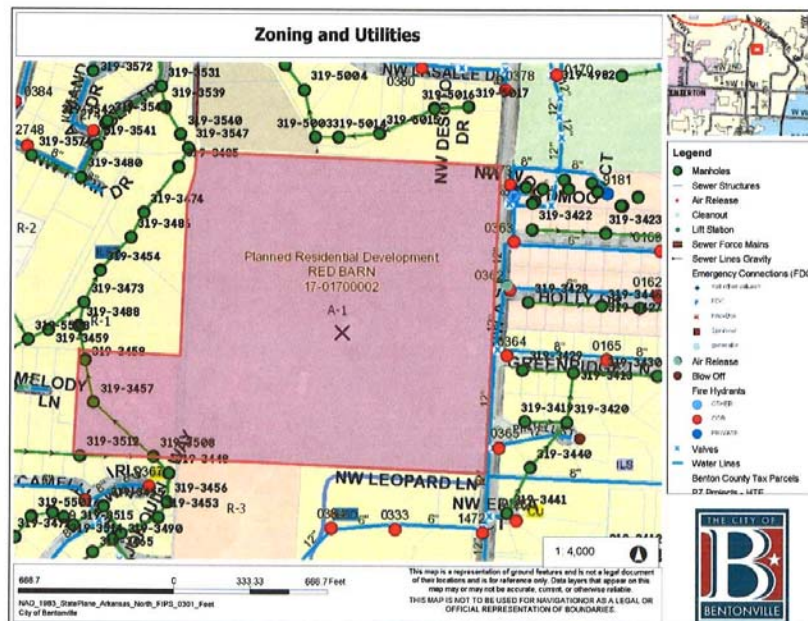
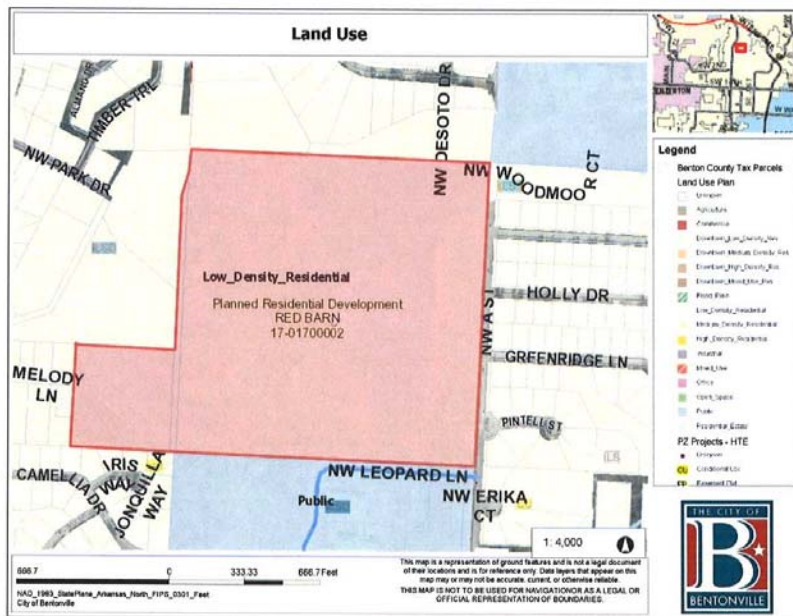
Conclusion

The PUD, Planned Unit Development zoning designation provides a mix of residential housing types near the city's core and will allow greater flexibility in design and use of the land. Ultimately, the PUD will provide a housing type that is needed for the city's core area to grow, prosper, and allow residents to live and work in the same area. Twenty-five percent of the property will be left as open space. The development will have access to the adjacent collector street and will utilize and expand the existing utility infrastructure to provide adequate levels of service. The proposed single and multi-family housing will provide additional housing options to those residents choosing to live and work in or near the downtown area. The proposed development will add to the fabric of the city's core while ensuring sustainable growth for the future. The PUD will require Large Scale Development approval and compliance with all screening, buffering, lighting and off-site improvement requirements in the subdivision code. Additional information has been provided in the attached PUD documents.

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

Location Map





1 Planned Residential Development Intent

Green Circle Projects, Modus Studio, Ecological Design Group, and Land3 are pleased to submit this urban agriculture neighborhood as a new Planned Residential Development (PRD) to the City of Bentonville. We have worked diligently to provide a contextually-sensitive development that will positively impact the character of the surrounding community and provide a new, high-quality place to live, work, and play.

Bentonville is rapidly expanding. One effect often seen with rapid expansion is sprawl, puts strain on municipal infrastructure, hinders watersheds, and destroys valuable farmland – this is especially problematic in an area like Northwest Arkansas where farming and agriculture is deeply ingrained in our DNA and intrinsic to the place. In direct opposition to this harmful type of expansion, we are proposing to develop this beautiful heritage property by:

- A) Using Conservation Planning Principles** Conservation planning preserves valuable forest areas and soils by doing "cluster development", i.e., building more density in a small portion of the site which in turn gives residents access to more open space, creating long-term value for the neighborhood. We are proposing to build the densest part of the neighborhood along the southern border, while the north half of the site will be used for low-density residential and agricultural purposes. The western, northern, and ravine forested areas will remain undisturbed.
- B) Preserving State-Significant Soils while Retaining and Enhancing Heritage Fields** In lieu of stocking development along NW A Street, we are proposing to preserve roughly half of the heritage for continued agricultural use. In addition, the red barn (pictured below), which is featured in the book *Fields of Benton County* will be preserved and repurposed as a neighborhood amenity. The "community commons" shown on the following pages preserves the best soils on site and will be used for neighborhood-oriented agriculture.
- C) Leveraging Agriculture as a Community-Building Amenity** At the scale of our neighborhood and the larger community, agriculture will be at the heart. The southeast corner of the property,

along with the areas mentioned prior, will become a "front door" to surrounding neighbors. In particular, the southeast corner is being preserved for neighborhood functions (think backyard barbecues) as well as educational outreach to Lincoln Junior High. This may come in the form of kitchen gardens, micro orchards, or rotational grazing demonstration.

D) Continuing the City of Bentonville's Dedication to Trail Connectivity Along NW A Street, we are proposing to build a city bike trail in lieu of the typical sidewalk section. The west, north, and ravine forests have proposed trailblazes paths. On the southern edge, we are proposing a series of townhouse "courtyards" that directly feed into the existing trail along the north side of the school property. In addition, there will be multiple paths connecting various areas of the site. By utilizing all of these, we are "hemming in" the site with bike trails, urging residents to leave their cars at home.

E) Living the Arkansas Lifestyle This project will provide young professionals, growing families, and older adults with an opportunity to live in a small town setting, but also a unique "rural living" experience in a neighborhood nestled in a pristine bucolic landscape. We are creating a diverse diversity by providing a variety of housing types. With proximity to downtown, schools, and Crystal Bridges, the goal is to attract families.

Zone 1 will include townhouses, clustered around various sizes of green space, and flats over tucked-under parking with large screened porches. Zone 2 will contain the largest agricultural area, which will be used for rotational grazing of chickens, goats, and cattle. Zone 3 will include low-density single-family residential and a smaller agricultural common.

This PRD is located on an approximately 44.9 acre site bound by NW A on the east, Lincoln Junior High on the south, and low density, single-family residential to the north and west. The proposed PRD is in tune with all the adjacent land uses – past and present. The proposed single-family (Zone 3) and agricultural (Zone 2) are adjacent to other low-density, single family like Hidden Springs subdivision while the townhouses and flats (Zone 1) align with recent developments like the mid-density Woodlark project across NW A Street.

RED BARN | BENTONVILLE, ARKANSAS

2

Description of Land-Uses

PRD - Zone 1: +/- 27.5% of proposed PRD

The southern 12.37 acres of the PRD will consist of three story walk-up apartment flats and townhouses. The flats contain tuck under parking and units on the first floor. Upper floor units are accessed via exterior stairs. The north or west sides of these units are outfitted with screened porches. Townhouse clusters line NW A Street, the southern property line, and the north side of the community commons. Parking will be either garage or surface parking clusters along the "alley" space between the flats and townhouses.

Primary agricultural uses will be one, or a mixture of rotational grazing using chickens, goats, and cattle, orchards, or Micro gardens. Any grazing animals will be contained using fencing integrated to the site, ie there will be no uncontrolled grazing areas that could potentially damage neighbors' properties.

The red barn will be moved to the southeast corner of the site. It will be updated to be a multipurpose pavilion. The existing metal shop will be a combination of storage and a "porch" gathering area.

PRD - Zone 2: +/- 13.5% of proposed PRD

The northeast corner along NW A Street is approximately 6.07 acres and will be retained as agricultural use. Uses listed above in Zone 1 will be distributed and contained in Zone 2 as well.

Rotational grazing component

Also known as also known as cell grazing, or holistic managed planned grazing, rotational grazing describes a variety of closely related systems of forage use in which very small herds and/or flocks are regularly and systematically moved to small, fresh rested areas with the intent to maximize the quality and quantity of soils and plants in place. Herds or flocks are contained in mobile pens or multiple small pens and moved frequently.

Micro orchard component

Micro orchards are intensively managed, compact groves of fruit trees that can easily be integrated into neighborhood plans. Like community gardens, food products are easily accessible to residents.

Future retail component

As the agricultural program continues to develop, the owner may require a small retail area for the sale of goods produced on-site. In that instance, this PRD will be amended as a PRD with specific location and footprint of the retail area. No additional residential units will be planned in this zone.

PRD - Zone 3: +/- 59% of proposed PRD

The northern 26.46 acres of the PRD will consist of low-density, single-family residential, agricultural-based open space and preserved forested areas, with the exception of the proposed trail location.

3

Description of Compliance with PRD Criteria (Art 401.13.D)

Vegetation and Screening

Parking

Tree islands will be required per the City of Bentonville's landscape code, where applicable.

Phasing

For the purposes of the PRD zoning submission, Zone 1, Zone 2 and Zone 3 are used. A phasing plan will be developed as part of the Large Scale Development submission.

4

Written Description of PRD

Total acreage

44.9 acres

density

PRD - Zone 1: 12.66 acres
PRD - Zone 2: 06.08 acres
PRD - Zone 3: 26.15 acres

building height

PRD - Zone 1
PRD - Zone 2
PRD - Zone 3
3 story apartment flats, 2 story townhouses
1 story agricultural structures - no additional residential units
1-2 story detached single family houses

percentage of open space

PRD - Zone 1
PRD - Zone 2
PRD - Zone 3
25% (15% minimum per city code) of total PRD
greater than 25%
greater than 25%
greater than 25%

site setbacks

A street
south side yard
west rear yard
north side yard
20'-0" from ROW
20'-0" from property line, existing hedgerow will be evaluated and preserved where possible
50'-0" from property line, existing
50'-0" from property line

parking distribution

PRD - Zone 1
tuck under: 63
surface: 76
garage: 94
total: 233
apartment flats (1.5/unit)
townhouses (2/unit)

parking spaces will be provided as part of off-street parking in Zone 1

PRD - Zone 2

PRD - Zone 3

public streets

NW A Street
Residential Street (R-1)
Residential Street (R-2)

setbacks for Zone 3 lots

right of way
side yard
rear yard
25'-0"
10'-0"
10'-0"

Modified Collector - 70' ROW (see cross section included in pocket)
Modified Residential - 55' ROW (see cross section included in pocket)
Modified Residential - 50' ROW (see cross section included in pocket)

RED BARN | BENTONVILLE, ARKANSAS

GREEN CIRCLE PROJECTS
community building



modus studio
ARCHITECTURE + PLANNING

TOTAL SITE	44.9 ACRES
PRD ZONE 1	12.66 ACRES MULTIFAMILY (12 UNITS/ACRE)
PRD ZONE 2	6.08 ACRES AGRICULTURE
PRD ZONE 3	26.15 ACRES SINGLE-FAMILY (MAX 29 UNITS @ 6 UNITS/ACRE)



PROJECT TEAM

Developer
Green Circle Projects
Matt O'Neil
2144 E. Republic Road
STE B103
Springfield, MO 65804
Phone: 417.686.0753

Architect
Modus Studio
Chris Baribeau
AR License No. 4124
15 North Main Street
Fayetteville, AR 72701
Phone: 479.455.5577

Civil Engineer
Ecological Design Group
Brenton R. Smith
AR License No. 14694
314 South 3rd Street
Rogers, AR 72756
Phone: 479.795.4826

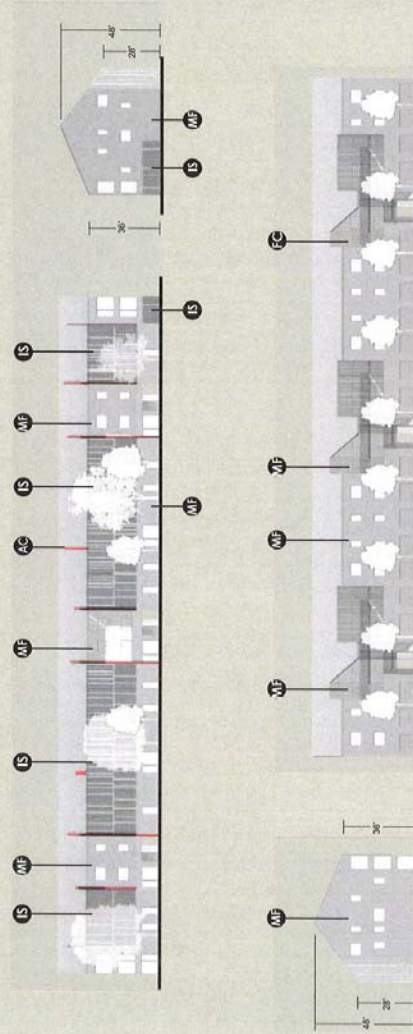
Master Planner
Land 3 Studio
Brian Roth
317 SE Main Street
Lee's Summit, MO 64063
Phone: 816.207.6019

- LEGEND**
- Property Line Demarcation
 - PRD Zone Demarcation
 - Proposed ROW
 - Proposed Trail
 - Street Section
 - Existing Tree Line
 - Fire Lane
 - Aerial Apparatus
 - Three Story Rich
 - Two Story Townhouses
 - Point of Beginning

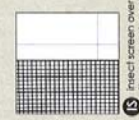
RED BARN
BENTONVILLE, ARKANSAS
MASTER SITE PLAN: PREPARED BY MODUS STUDIO
PLANNED UNIT DEVELOPMENT 07.03.2017

RED BARN | BENTONVILLE, ARKANSAS

ARCHITECTURAL ELEVATIONS - FLATS

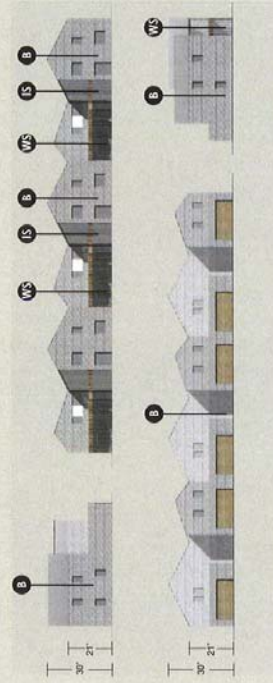
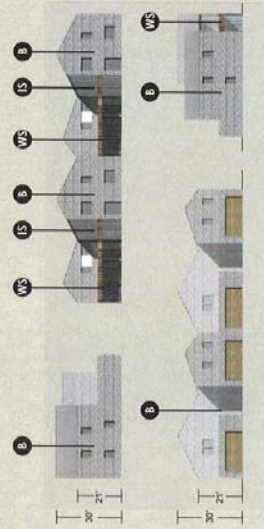
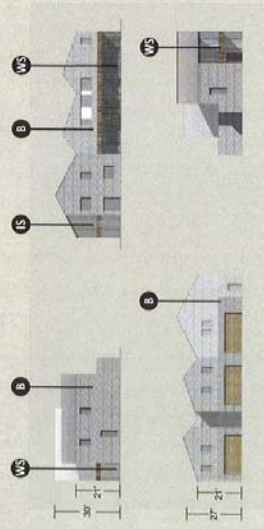


PRD: total proposed materials for flats



RED BARN | BENTONVILLE, ARKANSAS

ARCHITECTURAL ELEVATIONS - TOWNHOUSES



PRD: total proposed materials for townhouses



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF A-1, AGRICULTURAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT.

WHEREAS, C Street Properties 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 A-1, Agricultural to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND 5/8" REBAR FOR THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, AND RUNNING THENCE S86°50'55"E 1307.68', THENCE S02°33'38"W 1329.85', THENCE N87°10'21"W 803.27' TO A FOUND 1" PIPE, THENCE N87°15'55"W 530.59' TO A FOUND 5/8" CAPPED REBAR, THENCE N88°53'31"W 448.64', THENCE N02°18'51"E 430.00' TO A FOUND 1" PIPE, THENCE S88°51'01"E 448.48' TO A FOUND 5/8" REBAR, THENCE N02°28'42"E 225.37' TO A FOUND 5/8" REBAR, THENCE N02°22'19"E 177.46' TO A FOUND 1/2" REBAR, THENCE N03°51'24"E 305.91' TO A FOUND 1/2" REBAR, THENCE N15°57'55"E 105.03' TO A FOUND 1/2" REBAR, THENCE N01°19'10"E 97.51' TO THE POINT OF BEGINNING. CONTAINING 45.20 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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 PRD, Planned Residential Development.

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 PRD, Planned Residential Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

N Main St. and NE Park St.
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Property Description

Projected Traffic Impact

Utility Infrastructure

Relationship to the General Plan

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

17-09000031
REZONING R1 TO D2
MAYADVENTURES
W.A. BURKS LOT 12 BLK 5

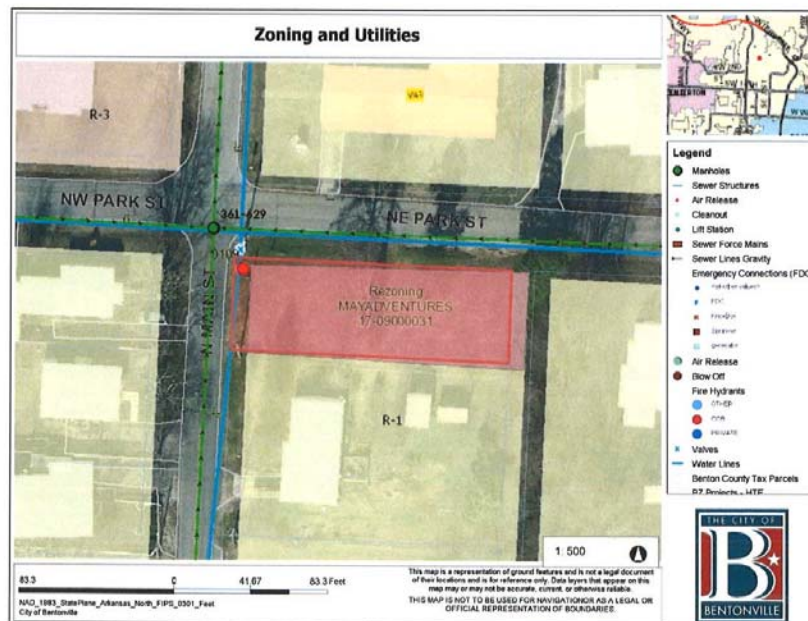
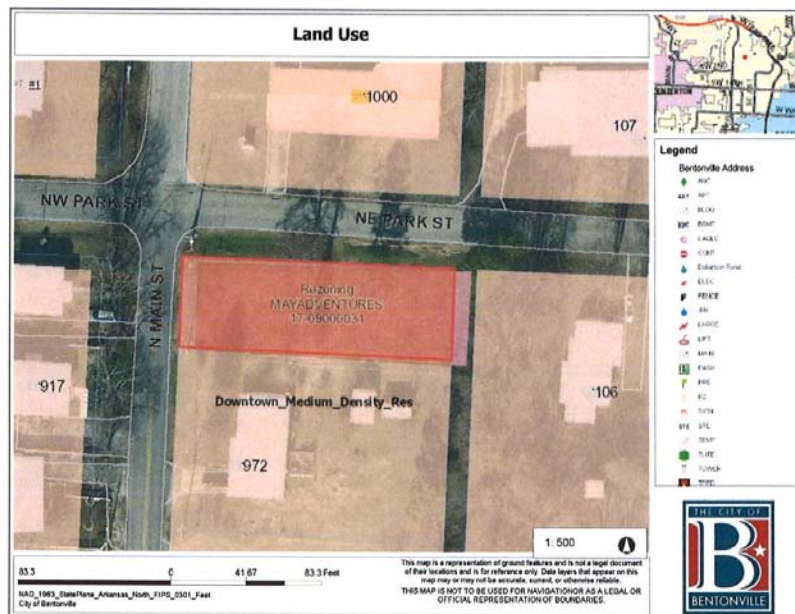
Legend

- Pending Planning Commission Items
- Commercial
- Misc
- Multi Family
- Single Family Residential
- THE CAN DOB SUB LOTS

1 inch = 200 feet

Conclusion

The DN-2, Downtown Medium-Density Residential zoning designation will offer additional housing options and additional single-family density in an established downtown neighborhood. The existing infrastructure in this area can support the slight increase in density and will allow small-lot single-family developments to occur.



Mayadventures Incorporated
28-Wimbledon-Way-Rogers AR 72758

June 2, 2017
To: City of Bentonville AR, Planning Commission.

This is a statement of intent to rezone the property located at the corner of N Main Street and NE Park Street Bentonville AR 72712

Current and Proposed Zoning Designation:

Currently it is zoned "R1" and we are requesting to rezone it to "DN2".
The property is located ~800FT from Crystal Bridges; the planning commission has designated the area as "Downtown Medium-Density Residential". The property is already surrounded by Multifamily Properties, 3 of them are just less than 150FT distance.
The owner of the property is Mayadventures Incorporated; the Company is dedicated to Multifamily Property Management and Real Estate Developer.

Reason for requesting the zoning change on this CORNER LOT:

The Downtown also comprises a Mid density residential area. Because of its unique and historic nature, properties within the downtown enjoy privileges not afforded by other commercial or residential developments.

One of the key reasons why this development is very much needed is because of its proximity to the jewel of Bentonville: THE Crystal Bridges Museum.

It will promote affordable properties below the sale price of \$350K around the area, and will attract the young executives that work for Walmart or its Suppliers.

If the rezoning is approved, the Company will proceed to build two detached two story single family dwellings, inspired in the architect Frank Lloyd Wright.

The proposed name of the dwellings will be "Park Homes", to continue with the Crystal Bridges legacy.

- Upscale two single-family homes on the corner of N Main & SE Park, only 5 min walk to Crystal Bridges Museum.
- Design inspired in FRANK LLOYD WRIGHT.
- It will enhance the area with an astonishing curb appeal, an elegant façade and contemporary interior design.
- It will add to the Crystal Bridges urgent need of hip and relaxed living options on the Northwest side of Downtown.

(Attached is the preliminary concept).

How the property will relate to surrounding properties:

There is a need of upscale but affordable residential units in the area. We will comply with the construction guidelines and earthy color palette required by the City of Bentonville.

It is only 850FT from the Crystal Bridges trails; in just 5 min walk the residents can be at the Museum. Therefore, the design will be inspired in Frank Lloyd Wright, providing small foot prints a bigger look and feel.

It is 8 min walk from The Black Apple Community.

Several new constructions are being done on the same block.

Use:

Two Single Family Homes, they will share the main driveway to the garages (easement will be created). We will also include a Green House at the courtyard, to promote the healthy living and the community feeling

Traffic:

The location of this corner lot is N Main and NE Park, totally paved and all services installed. There is a church in front of the property. NE Park takes directly to a Public Parking lot adjacent to the Crystal Bridges Museum

Signage:

It will maintain the design and integrity of the district, having an elegant small sign (Park Homes).

Appearance:

It will have a combination of cedar wood with stucco and real stone finishes, earthy brownstone palette. The buildings will have the old world look combined with the contemporary vision that matches the Crystal Bridges look and feel. The design will be inspired in the Frank Lloyd Wright techniques, such as open attached garages as an extension of the house, front porches and balconies for living social.

We will add green landscaping on the sides and back of the building, including a nice 'Green House' for each dwelling.

We plan to blend the appearance with the vibrant look of the Museum and surroundings.

Availability of water and sewer:

Sewer line: 6 inches in both streets.

Water line at N Main Street: 4 inches (directly by the street line).

Water line at NE Park Street: 6 inches (directly by the street line)

This information was provided by Preston Newbill and Sandy from the Water Department of the City of Bentonville.

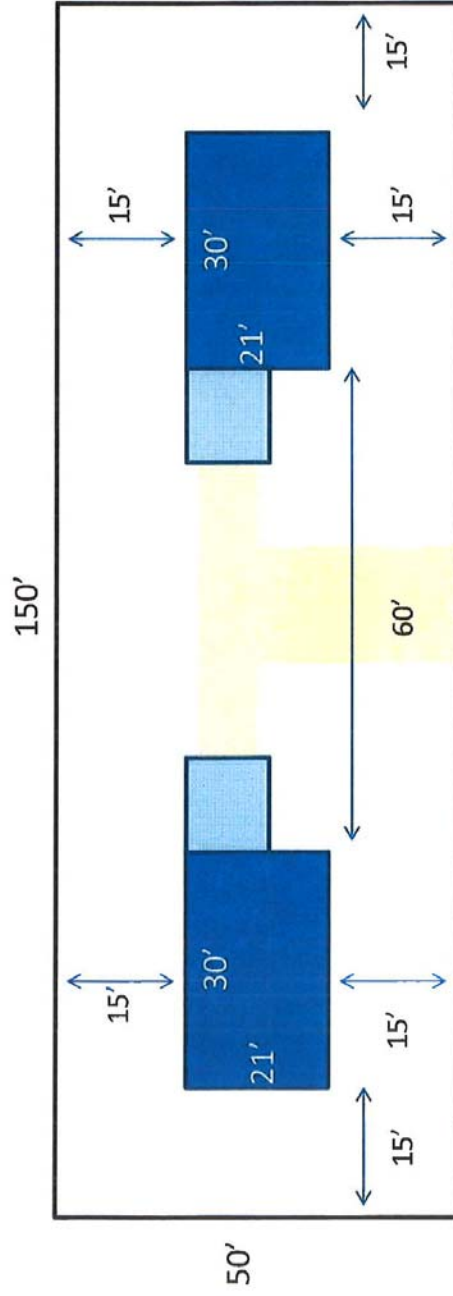
Thank you for your consideration. We are positive that with this project, we will add to the equity of Downtown Bentonville, making this area one of the most desirable places to live, entertain and do business.

Any question, please contact [REDACTED]
(479) 866 0692.

Proposed Concept Plan

- Two upscale single-family dwellings on the corner of N Main & SE Park; only 5 min walk to Crystal Bridges Museum.
- Design inspired in FRANK LLOYD WRIGHT.
- It will enhance the area with an astonishing curb appeal, an elegant façade and a contemporary interior design.
- It will add to the Crystal Bridges urgent need of hip and relaxed living options on the Northwest side of Downtown.

2 Dwellings



TOTAL LAND AREA: 7,500 (150' x 50')	
	Two Index
Min Land Area per Dwelling unit (sq ft): 3,500	7,000 7%+
Min Lot width (40')	80 53%+
Max Lot Coverage: 50% (sq ft)	1,260 20%
Front yard setback: 15'	15' 100%
Corner yard setback: 12'	15' 20%+
Interior side yard setback: 25% lot with	40' 8%+
Rear Yard setback: 25' (Lot shape requires an adjustment)	15' -40%

Individual Townhomes



Specifications each dwelling

924 Total Living Area 630 Main Level 294 Upper Level 2

Bedrooms 2 Full Bath(s) 30'0 Wide x 21'0 Deep

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-
DENSITY RESIDENTIAL.**

WHEREAS, Mayadventures Inc. 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 R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot numbered Twelve (12), Block Five (5), W. A. Burks Addition to the City of
Bentonville, Benton County, Arkansas, as shown in Plat Record "A" at Page 119
;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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 R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential 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



Chandler

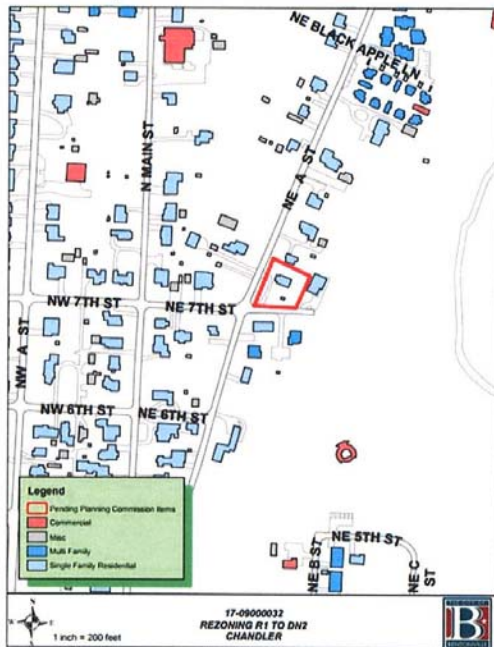
702 NE A Street
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000032
Applicant / Current Owner	Nancy Chandler 702 NE A Street Bentonville, AR 72712
Site Area	0.38 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is the location of a single parcel currently zoned R-1, Single Family Residential, at the corner of NE A Street and NE 7th Street. All adjacent zonings are R-1, Single Family Residential.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure

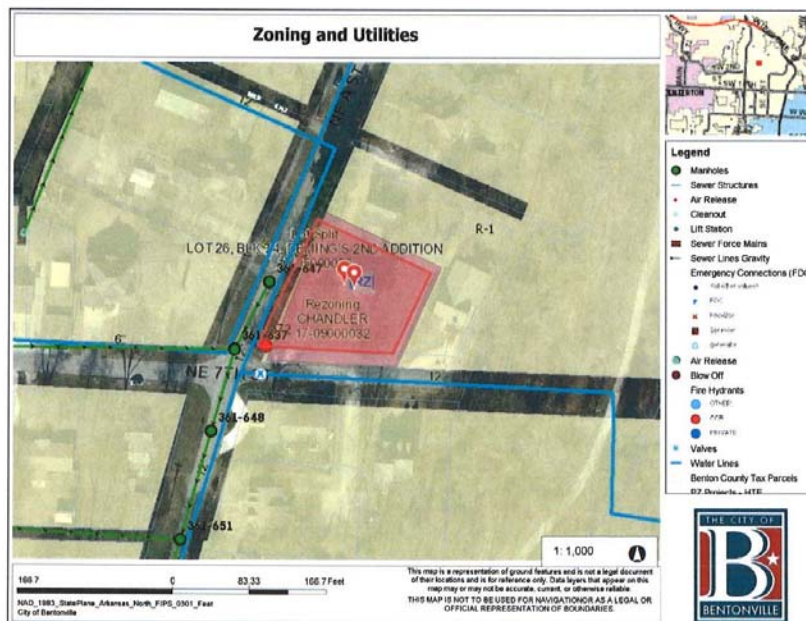
Per the GIS website, water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan. The new DN-2 zoning designation will allow for single-family or block-end townhomes to be built.

Conclusion

The DN-2, Downtown Medium-Density Residential zoning designation is consistent with the Future Land Use Plan that depicts the property as Downtown Medium Density Residential and is compatible with the existing and adjacent uses.



Narrative for Rezoning Application at 702 NE A Street, Bentonville

Current Zoning: R-1

Proposed Zoning DN-2

Boulder Creek Homes is purchasing this property from property owner, Nancy Chandler, with the intent to split the lot into 2 separate parcels facing NE A Street in order to build two single family homes, or build three block-end townhomes/condominiums. Boulder Creek Homes is a family construction company in business in Bentonville for 11 years. If approved, we intend to remove the existing house and build either two single family homes or alternatively 3 townhomes.

We are rezoning the property to be consistent with the current City proposed zoning designation of DN-2, Downtown Medium-Density Residential, allowing us to support the zoning district intent of increased density in downtown Bentonville through smaller lot widths. The DN-2 zoning we are seeking is necessary regardless of whether we build 2 single family homes or a 3-home townhome cluster.

The property and home construction will be compatible with the surrounding areas in architecture and will be consistent with the City's new zoning designations. The use for the property will be single family housing or townhomes.

Traffic in the area is consistent with the downtown residential area. "A" street is designated as a collector road in the City's transportation plan and NE 7th Street is a local road which dead-ends east of the property.

There is no proposed signage for this residential project.

The homes we will be building will be consistent with the character of homes in the downtown area.

All necessary utilities are located adjacent to the property. There is a 12" water line located on the property's side of NE A Street. In addition, a 6" water line is located along the other (west side) of A street and a 12" water line located in NE 7th Street. There is a sewer main in A Street that stops approximately ½ way north along the property. We understand that if we construct block-end townhomes facing NE 7th Street then a large-scale development plan may be needed to determine any necessary roadway improvements and sewer line extension along NE 7th Street.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-
DENSITY RESIDENTIAL.**

WHEREAS, Nancy Chandler 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 R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 26, BLOCK 24, DEMINGS SECOND ADDITION TO THE CITY OF
BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT
RECORD 21 AT PAGE 212.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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 R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Real Assets Inc.

2415 Southwest Regional Airport Blvd.

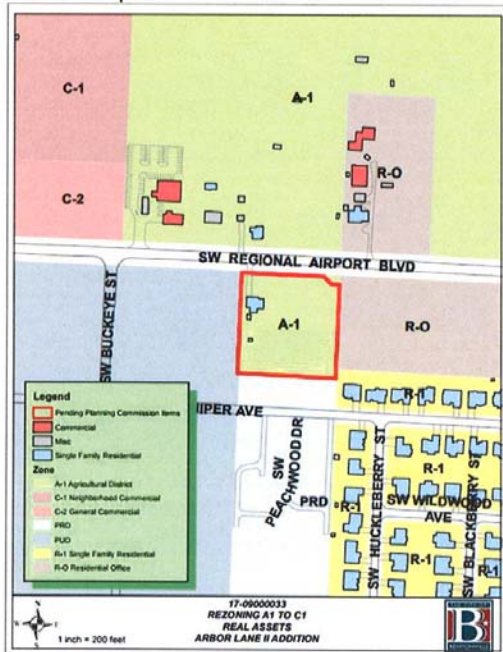
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000033
Applicant / Current Owner	Real Assets Inc. 6477 Dearing Rd Springdale, AR 72762
Site Area	2.58 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Office (O)

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

Location Map



Property Description

The project consists of one parcel containing one unoccupied single family house. It is located at 2415 SW Regional Airport Blvd. in an area with a mixture of office and residential uses. Adjacent zonings are an expired PUD to the west, A-1, Agricultural to the north, PRD to the south and R-O, Residential Office to the east.

Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. It is adjacent to State Hwy 12 which carries in excess of 23,000 vehicles per day. Careful consideration will be given to the location of any curb cuts onto Hwy 12 to establish safe points of ingress/egress to the site.

Utility Infrastructure

Per the GIS website, water and sewer are available.

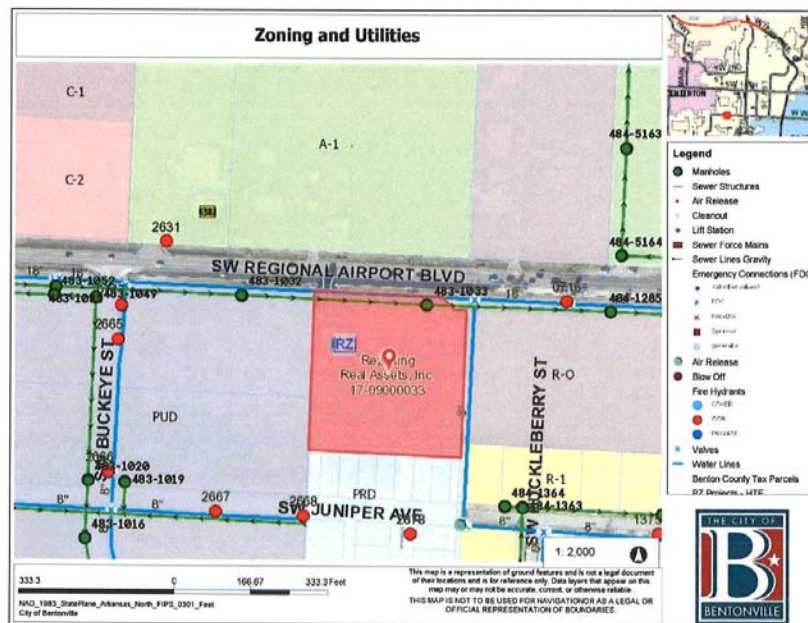
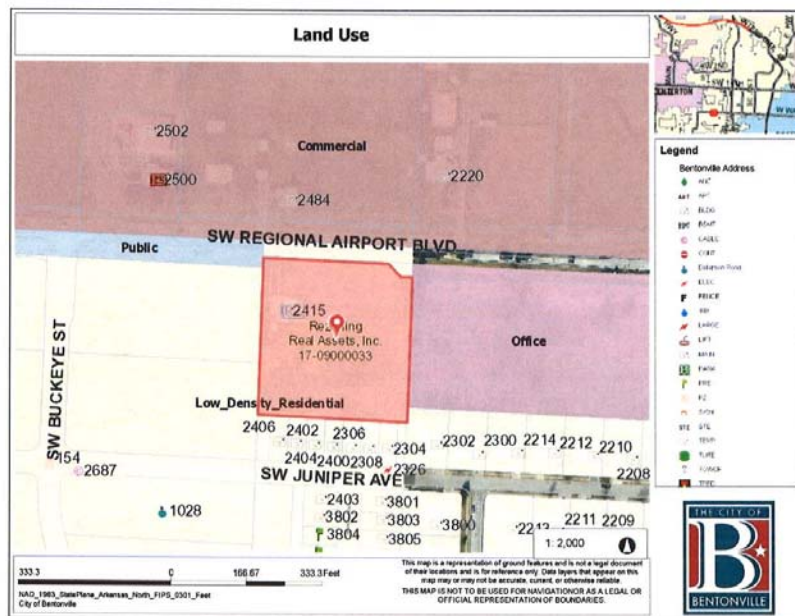
Relationship to the General Plan

The Future Land Use Plan depicts this property as Office (O). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation as it is consistent with the Future Land Use Plan and adjacent properties. Policy LU-18 of the General Plan states that the City should provide greater flexibility in its development regulations to facilitate efficient and appropriate residential, office and commercial uses.

Conclusion

The requested C-1, Neighborhood Commercial zoning designation is located along a major arterial road, (State Hwy 12) which carries in excess of 23,000 vehicles per day. This zoning designation will serve as a transition from the heavily traveled arterial road to the north and the existing single family residences to the south while providing goods and services to nearby residences. There are several ingress/egress opportunities that can be utilized in the development of the property that will help to facilitate traffic flow and reduce traffic congestion. Public utilities are readily available to the property.

REZONING STAFF REPORT



NARRATIVE

REZONING FOR 2.58 ACRES OF PROPERTY OWNED BY REAL ASSETS, INC.

Property Location: 2415 SW Regional Airport Blvd. Bentonville, AR

Legal Description:

Lot 1 of Arbor Lane II Addition to the City of Bentonville, Benton County, Arkansas, as shown on plat record book 2014 at page 547 being described as a part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 19 North, Range 31 West, Benton County, Arkansas, being more particularly described as follows, to-wit: beginning at a point that is N 02°12'33"E 928.72 feet from the Southeast corner of said forty acre tract, said point being a set iron pin and running thence N 87°09'14"W 330.89 feet to a set iron pin; thence N 02°09'45" E 340.96 feet to a set iron pin on the South right of way of Southwest Regional Airport Boulevard, thence running along said right of way the following 3 courses: S 87°34'00" E 277.58 feet to a set iron pin, hence S 42°34'00" E 35.36 feet to a set iron pin, thence S 87°34'00" E 28.67 feet to a set iron pin, thence leaving said right of way S 02°12'33" W 318.34 feet to the point of beginning, containing 2.58 acres, more or less. Subject to easements and rights of way of record, if any.

Current Land Area: 2.58 acres

Current Zoning: A-1 Agricultural

Proposed Zoning: C-1 Commercial

Current Owner: Real Assets, Inc.

Reason for zoning change: Owner wishes to place an animal clinic and/or dentist office and the property has to be rezoned to be compliant with this use. The proposed usage will not adversely affect adjoining and adjoiner uses. These uses will have a negligible impact on traffic. If approved signage and appearances will be addressed at large development review. City of Bentonville Sewer and Water are available.

ORDINANCE NO. _____

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

WHEREAS, Real Assets, Inc. 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-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, ARBOR LANE II ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 2014 AT
PAGE 547.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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-1, Neighborhood 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-1, Neighborhood Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



First Federal Bank

SW 2nd Street & NW Elm Tree Road

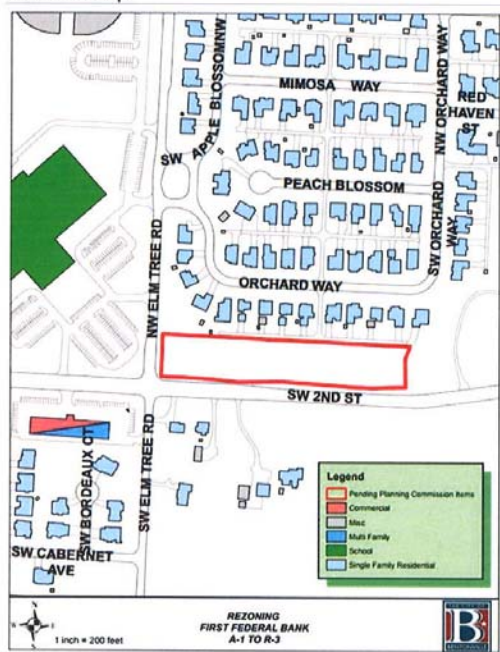
PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000034
Applicant / Current Owner	First Federal Bank PO Box 827 Rogers, AR 72757
Site Area	2.76 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is the location of a single, vacant A-1, Agricultural, zoned parcel along SW 2nd Street and the corner of NW Elm Tree Road. This parcel is adjacent to Ardis Ann Middle School and Elm Tree Elementary School. Adjacent zonings are R-1 to the north and east, C-1 and R-E to the south, and A-1 to the west.

Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. The two adjacent arterial streets and the signalized intersection will help facilitate safe ingress/egress to and from the property. The City of Bentonville is in the process of requesting bids for improvements to the intersection.

Utility Infrastructure

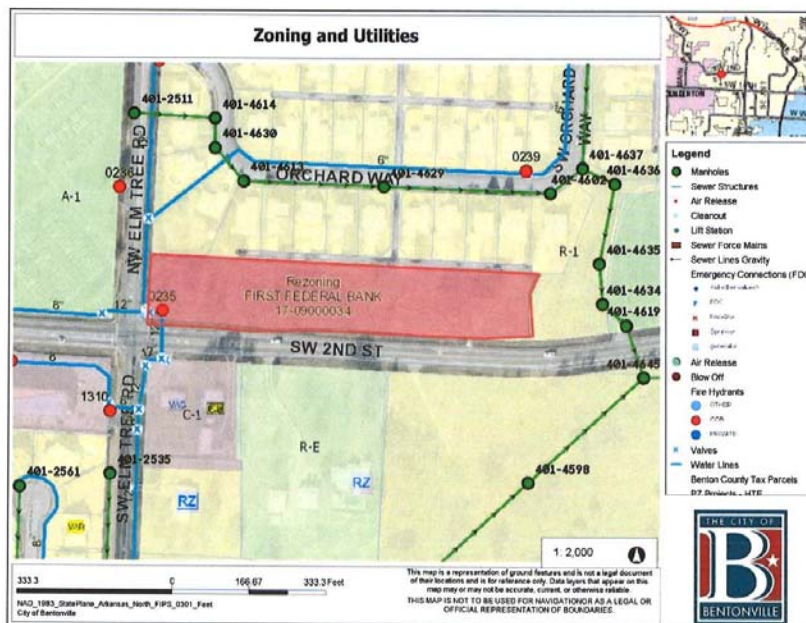
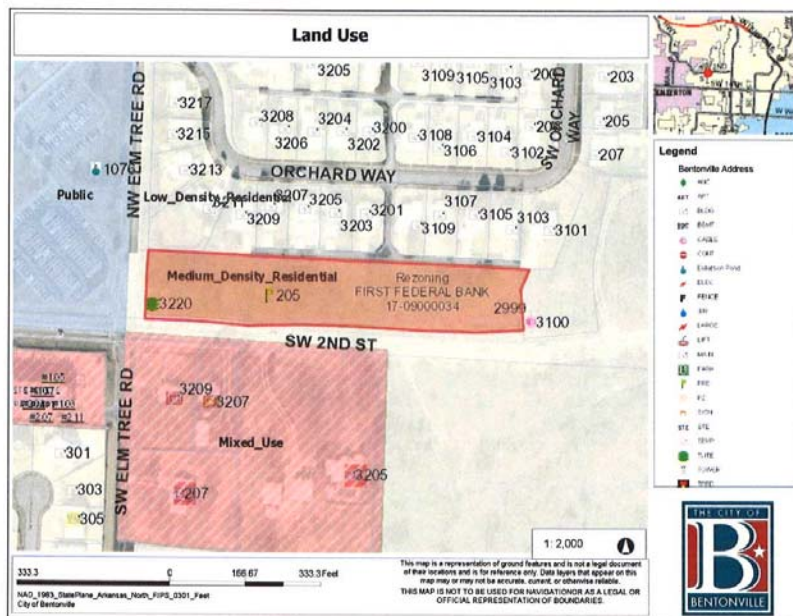
Per GIS website, water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The applicant is proposing a medium density residential development that will help to create additional density and housing options while reducing the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

Conclusion

The R-3, Medium Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Medium Density. The property is located where two arterial streets intersect. Additional residential units in the area will provide an opportunity for residents to live and work within the same area of the city. Furthermore, the requested zoning district of R-3, Medium Density Residential will serve as a transition from these two heavily traveled arterial roads and the single family residential neighborhoods located directly north. There are several ingress/egress opportunities that can be utilized in the development of the property that will help to facilitate traffic flow and reduce traffic congestion. Public utilities are readily available to the property.



Regarding Rezoning Request for 2.76 acres at SW 2nd St and Elm Tree Rd.

Question 1. State current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.

Answer: This property is currently zoned residential. We propose changing it to R-3. The property is currently owned by First Federal Bank of Rogers. This bank and its assets have been bought by Bear State Bank. As a result my contract is between Bear State Bank and I.

Question 2. Reason (need) for requesting zoning change.

Answer: I hope to build town homes on the property to hold long term as investment property.

Question 3. Statement of how property will relate to surrounding properties.

Answer: I intend to build a contemporary style town home that will be complementary to the area. The neighborhood to the north, The Orchards, has a good mix of different style homes. We will not clash with what is there.

Question 4. Use

Answer: I intend to keep these units as long term rentals.

Question 5. Traffic

Answer: I hope to get 24 units. So, this could increase regular traffic by as many as 48 cars.

Question 6. Signage

Answer: I will adhere to whatever signing requirements the city has. We do not currently have plans to have signage to promote the properties.

Question 7. Appearance

Answer: I plan on making these properties very attractive inside and out. This is the best way to demand high rents and quality tenants. See drawings submitted with this application.

Question 8. Availability of water and sewer (state size of lines). If direct water and/or sewer is not available, state how lines will be accessed and connected.

Answer: Manholes are available to the east and north. An access easement may be required. There is a 12" waterline running north and south along Elm Tree Road at the western end of the property.

Burnett Real Estate Team

1011 N. Walton Blvd., Bentonville, AR

479-657-6642

Cody@BurnettRealEstateTeam.com

RE: 2.76 Acres at the corner of SW 2nd and Elm Tree Rd, Bentonville, AR - Rezoning Application

To whom it may concern:

My wife and I are Realtors and I am a Builder. We bought the property in hopes of rezoning it and building townhomes to keep as long term rentals. We think building something new will certainly help improve the desirability of the area and thereby improve the value of neighboring property.

Bentonville is growing at a fast pace and building a high quality townhome will help with that growth and will be a great thing for the community. This is a great alternative for folks who are somewhere between apartment and single family homes. It is perfect for young professionals or retirees who don't want to mow or maintain the landscaping of the property. It is certainly a missing niche in the Bentonville housing market.

By building these townhomes it will assist in buffering the traffic noise that will continue to increase in the area, bring more utilities and possible improved transportation avenues. The city has a intersection improvement plan that will be under construction in the near future for the intersection of Elm Tree and SW 2nd Streets. This will greatly help with the traffic flow on both streets.

This will be a private stand alone property. We will not be sharing access with neighboring properties. The access to this townhome project will be from HWY 72. We also plan on creating a landscaped earthen berm, or privacy fence and landscaping, to separate this property from neighboring properties.

Zoning laws aim to ensure that a lot or a new building in the vicinity to be in coherence with the area, thus protecting the public interests of the existing neighborhoods. Some advantages to zoning in your community:

- Zoning has aesthetic values in its aim to enhance the beauty of a community by requiring landscaping, buffers, and curb appeal.
- Zoning protects residential properties from commercial development.
- Zoning can increase property value and protect your investment.

The way the property is zone now a person could build a dog kennel or even raise farm animals. Changing the zoning would in essence protect property values more than leaving it as it is currently zoned.

I am including photos of the proposed units. We plan on building these with higher end finishes that a buyer might find in a much more expensive home. Think this will appeal to the young professional who wants a place they can be proud of, but may not be able to afford a high end home yet. Then with older folks, retirees or empty nesters, it has the amenities they are used to, but with a lower price point. If you have input as to what you think be the best fit for the young professionals or retirees in your life, I would welcome that feedback from you.

Please call us with questions or comments. I will be glad to provide any additional details for you. My email address and office number are at the top of this email. I also created a secret Facebook Group where we can have an open forum type of discussion. I emailed out some invites. It will be on my Facebook Page:
facebook.com/codyandchristianeburnett

Thank you for taking the time to read this and I appreciate you voting to allow this rezone.

Warmest regards,

Cody and Christiane Burnett

P.S. If you would like to sell or buy property my wife and I will be glad to assist you.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL.**

WHEREAS, First Federal Bank 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 R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A FOUND MAG NAIL FOR THE NW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SAID SECTION 35, THENCE S00°15'10"E 449.73 FEET; THENCE N89°44'50"E 33.20 FEET TO A FOUND IRON PIN FOR THE TRUE POINT OF BEGINNING; THENCE S89°49'20"E 834.93 FEET, ALONG THE ORCHARDS SUBDIVISION BLOCK 1 BOUNDARY, TO A FOUND IRON PIN; THENCE FOLLOWING SAID BOUNDARY, S19°26'42"W 46.50 FEET TO A FOUND IRON PIN; THENCE S03°04'41"E 62.02 FEET TO A FOUND IRON PIN; THENCE S07°15'40"E 30.91 FEET TO A SET IRON PIN AT THE INTERSECTION OF THE ORCHARDS BOUNDARY AND THE NORTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 72; THENCE FOLLOWING SAID RIGHT OF WAY S85°35' 40"W 115.25 FEET TO A FOUND MARKER; THENCE N89°36'46"W 50.00 FEET TO A SET IRON PIN; THENCE N88°28'00"W 250.04 FEET TO A SET IRON PIN; THENCE S86°34'23"W 150.33 FEET TO A FOUND MARKER; THENCE N86°45'00"W 100.12 FEET TO A FOUND MARKER; THENCE N89°36'46"W 161.16 FEET TO A SET IRON PIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE HIGHWAY 72 AND THE RIGHT OF WAY OF NORTHWEST ELM TREE ROAD; THENCE FOLLOWING NORTHWEST ELM TREE ROAD RIGHT OF WAY, N00°15'10"W 143.08 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF ARKANSAS STATE

HIGHWAY 72 ON THE SOUTH, NORTHWEST ELM TREE ROAD ON THE WEST, 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 July 18, 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 R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Crossmar Industrial IV, LLC

SW Vendor Blvd. & SW Regional Airport Blvd.

PC Date: 7/18/2017

Reviewer: Jon Stanley, Planner

Project Number	17-09000035
Applicant / Current Owner	CrossMar Industrial IV, LLC 1500 E Central Ave Bentonville, AR 72712
Site Area	3.02 acres
Current Zoning	R-1, Single Family Residential; A-1, Agriculture; C-1, Neighborhood Commercial; and C-2, General Commercial
Requested Zoning	I-1, Light Industrial
Future Land Use Map Designation	Industrial (I)

Property Description

This property is the location of five parcels zoned C-2 General Commercial, C-1 Neighborhood Commercial, A-1 Agriculture, and R-1 Single Family Residential, respectively. It is located along SW Regional Airport Boulevard which is designed as an arterial road on the current Master Street Plan. Adjacent zonings include C-2 General Commercial to the north and south, I-2 Heavy Industrial to the east, and C-1 Neighborhood Commercial to the west.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located along SW Regional Airport Boulevard which has considerable large vehicle traffic. Improvements along Southwest Regional Airport Boulevard have recently been completed to better facilitate traffic to and from the proposed industrial center.

Utility Infrastructure

Per the GIS website, water and sewer are available.

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 Plan to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities." This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.

Conclusion

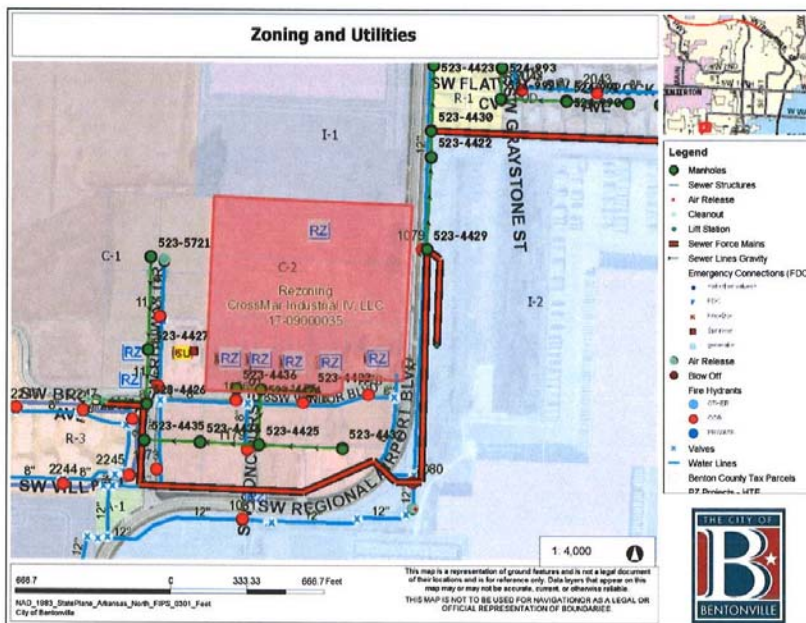
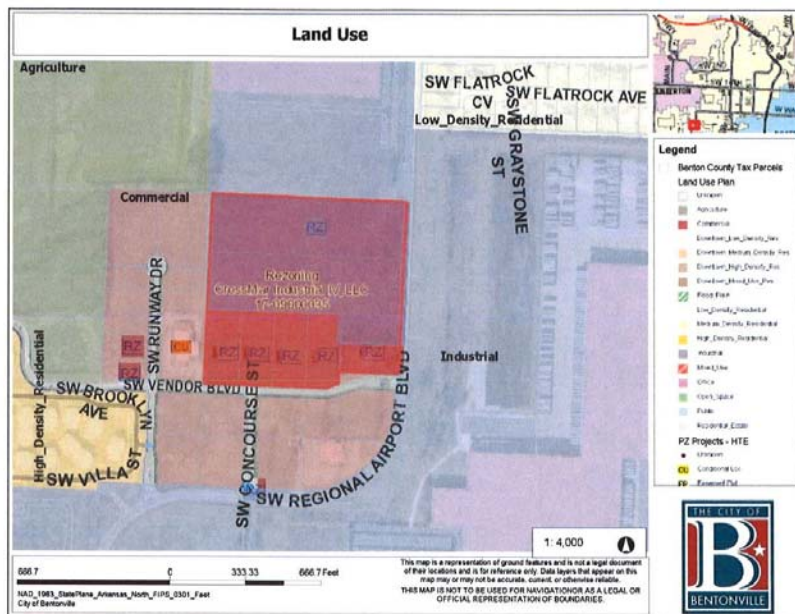
The requested zoning designation of I-1, Light Industrial will create industrial land where public facilities are adequate and other similar uses are already constructed. According to the General Plan, the city shall entertain additional industrial designated property when current industrial property has been absorbed. The property is located along a major arterial street where improvements were recently completed to better facilitate the additional traffic generated from the industrial development in the area.

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

Location Map



REZONING STAFF REPORT





MORRISON SHIPLEY

ENGINEERS • SURVEYORS

June 12, 2017

Planning Commission
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

**Re: 8 Lots at SW Regional Airport Blvd & SW Vendor Blvd, Bentonville, AR
Rezoning Request**

Dear Planning Commission:

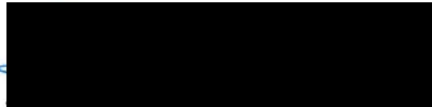
Crossmar Investments is requesting to rezone the following parcels, 01-07959-001, 01-07959-002, 01-07959-006, 01-09915-000, 01-09916-000, 01-09917-000, 01-09918-000, 01-07959-004 to facilitate a future warehouse, similar to the other two Gateway Park Warehouses located at the corner of SW Rainbow Farms Rd, and SW Regional Airport Blvd. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

- The properties are currently zoned C-2, General Commercial, C-1, Neighborhood Commercial, A-1, Agricultural District, and R-1, Single Family Residential; the proposed zoning would be I-1, Light Industrial. The property is currently owned by Crossmar Investments. There is an existing abandoned house on the residential lot that will be demoed, and the remaining lots are pasture.
- Crossmar would like to rezone so they can proceed with large scale development for a warehouse similar to the one that has been constructed to the north and the other that is beginning to be constructed.
- This planned future warehouse will be similar to Gateway Park Warehouse 1 and 2 and will also fit in with the Wal-Mart Distribution Center across SW Regional Airport Blvd to the East.
- The proposed use of the property warehousing. The fits the majority of the properties Future Land Use Map. We are also submitting for a Future Land Use Amendment for the 5 properties located in Straube Park to be changed to Industrial.

2407 SE Cottonwood Street | Ste 1
Bentonville, AR 72712
479.273.2209

- Crossmar Investments expects low volume truck traffic with the future warehousing.
- Signage will be similar to that of Gateway Park Warehouse 1.
- The planned exterior will also be similar to Gateway Park Warehouse 1.
- Water and Sewer are available to the site via an existing 8" sewer and 8" water Bentonville line running adjacent to the south property line on the south side of SW. Vender Blvd.

Sincerely,
Morrison Shipley Engineers, Inc.



Patrick Foy, E.I.
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL, A-1, AGRICULTURAL, C-1, NEIGHBORHOOD COMMERCIAL, C-2, GENERAL COMMERCIAL TO I-1, LIGHT INDUSTRIAL.

WHEREAS, CrossMar Industrial IV, 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 R-1, Single Family Residential, A-1, Agricultural, C-1, Neighborhood Commercial, 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:

BEGINNING at the NE corner of said SE1/4 of the NE1/4; Thence S 02° 25' 47" W, 751.80 feet, along the centerline of SW Regional Airport Blvd., to the SE corner of said tract of land described in Book 2015, Page 44702; Thence N 87° 31' 34" W, 284.93 feet, leaving said centerline, to a point on the East line of said Lot 16; Thence S 04° 13' 49" W, 58.88 feet, to the SE corner of said Lot 16, on the North right of way line of SW Vendors Blvd.; Thence S 73° 41' 29" W, 54.92 feet, along said right of way line; Thence N 87° 43' 09" W, 530.00 feet, continuing along said right of way line, to the SE corner of said Lot 13; Thence N 02° 29' 28" E, 327.42 feet, along said East line, to the NW corner of said Lot 13; Thence N 02° 29' 29" E, 501.20 feet, along said West line to the NW corner of said tract of land described in Book 2013, Page 19347; Thence S 87° 37' 31" E, 867.90 feet, along the North line of tract of land, to the POINT OF BEGINNING. Containing 16.00 acres of land, more or less.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 18, 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 R-1, Single Family

Residential, A-1, Agricultural, C-1, Neighborhood Commercial, 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 R-1, Single Family Residential, A-1, Agricultural, C-1, Neighborhood Commercial, 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Appointment of Nathan Lembke to a three year term on the Tree and Landscape Advisory Committee. The term will expire on July 25, 2020.

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





July 20, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Nathan Lembke to Bentonville's Tree and Landscape Advisory Committee.

I recommend Nathan Lembke for appointment to Bentonville's Tree and Landscape Advisory Committee. Mr. Lembke's term expires on July 25, 2020.

A handwritten signature in blue ink, appearing to read 'BMc', is positioned above the name Bob McCaslin.

Bob McCaslin

RECEIVED APR 10 2017



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|---|
| ☐ Advertising & Promotion Commission | ☐ Library Advisory Board |
| ☐ Airport Advisory Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Bentonville Facility Board | ☐ Parks & Recreation Advisory Board |
| ☐ Board of Adjustment | ☐ Planning Commission |
| ☐ Bentonville Housing Authority | ☐ Public Art Advisory Committee |
| ☐ Criminal Nuisance Abatement Board | ☒ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I have my BA from Texas Tech University in Public Relations, I have also completed the Arkansas Naturalist certification program. Trees and plants of all types have been an interest and hobby of mine from a very early age. The hobby developed into a passion for our natural surroundings and how to incorporate them in to our urban landscape. I have studied trees and plants that are found in our area. We are blessed with a wide variety of trees and plants to choose from.

2. Why would you like to be considered for appointment to this commission or board?

As Bentonville continues to grow, green space and plants that fill them will take on many different identities. These identities will be part of the thumb print that keeps/makes Bentonville unique. I believe my passion for the trees and plants that fill the spaces can add value to the planning, maintaining and development of the Bentonville landscape.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A public hearing and ordinance vacating a utility easement located at 901 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN EAST ACRES
SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY
ARKANSAS.**

WHEREAS, a petition was filed by Specialized Real Estate Group, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20-FOOT WIDE UTILITY EASEMENT, DEDICATED IN PLAT BOOK 28, PAGE 167, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3 OF SAID PLAT; THENCE N 01 DEGREE, 29' 49" E, 125.26' TO THE NORTHWEST CORNER OF SAID TRACT 3; THENCE S 88 DEGREE 01' 23" E, 20.01 FEET ALONG THE NORTH LINE OF SAID TRACT 3; THENCE S 01 DEGREE 29' 57" W, 105.25', LEAVING SAID NORTH LINE; THENCE S 88 DEGREE, 01' 31" E, 153.46'; THENCE N 02 DEGREE 40' 11" E, 105.30 FEET, TO A POINT ON THE NORTH LINE OF TRACT 4 OF SAID PLAT; THENCE S 88 DEGREE 07' 15" E, 20.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID TRACT 4; THENCE S 02 DEGREE 40' 11" W, 125.33 FEET, ALONG THE EAST LINE OF SAID TRACT 4 TO THE SOUTHEAST CORNER THEREOF; THENCE N 88 DEGREE 01' 31" W, 193.06 FEET TO THE POINT OF BEGINNING, CONTAINING 8,077 SQUARE FEET OR 0.19 ACRES OF LAND

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

A 20-FOOT WIDE UTILITY EASEMENT, DEDICATED IN PLAT BOOK 28, PAGE 167, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT 3 OF SAID PLAT; THENCE N 01 DEGREE, 29' 57" W, 105.25', LEAVING SAID NORTH LINE; THENCE S 88 DEGREE, 01' 31" E, 153.46'; THENCE N 02 DEGREE 40' 11" E, 105.30 FEET, TO A POINT ON THE NORTH LINE OF TRACT 4 OF SAID PLAT; THENCE S 88 DEGREE 07' 15" E, 20.00 FEET ALONG SAID

NORTH LINE OF THE NORTHEAST SIDE CORNER OF SAID TRACT 4; THENCE S 02 DEGREE 40' 11" W, 125.33 FEET, ALONG THE EAST LINE OF SAID TRACT 4 TO THE SOUTHEAST CORNER THEREOF; THENCE N 88 DEGREE 01'31" W, 19306 FEET TO THE POINT OF BEGINNING, CONTAINING 8,077 SQUARE FEET OR 0.19 ACRES OF LAND

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
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:

July 25, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A public hearing and ordinance vacating a utility easement located at 903 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN EAST ACRES
SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY
ARKANSAS.**

WHEREAS, a petition was filed by Specialized Real Estate Group, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

ALL THAT PART OF A 15' WIDE UTILITY EASEMENT, DEDICATED IN PLAT BOOK 32, PAGE 133, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1A OF SAID PLAT; THENCE S 88 DEGREES, 01' 31" E, 15.00 FEET TO THE POINT OF BEGINNING; THENCE N01 DEGREE 29'49"E, 15.00 FEET; THENCE S88 DEGREE 01'31"E, 223.12', TO A POINT ON THE EAST LINE OF LOT 1B OF SAID PLAT; THENCE S 01 DEGREE 58' 29" W, 15.00 FEET ALONG SAID EAST LINE, TO A POINT ON THE SOUTH LINE OF SAID LOT 1B; THENCE N 88 DEGREE 01' 31" W, 223.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,346 SQUARE FEET OR 0.08 ACRES OF LAND

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

ALL THAT PART OF A 15' WIDE UTILITY EASEMENT, DEDICATED IN PLAT BOOK 32, PAGE 133, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1A OF SAID PLAT; THENCE S 88 DEGREES, 01' 31" E, 223.12', TO A POINT ON THE EAST LINE OF LOT 1B OF SAID PLAT; THENCE S 01 DEGREE 58' 29" W, 15.00' ALONG SAID EAST LINE, TO A POINT ON THE SOUTH LINE OF SAID LOT 1B; THENCE N 88 DEGREE 01' 31" W, 223.00' TO THE POINT OF THE BEGINNING, CONTAINING 3,346 SQUARE FEET OR 0.08 ACRES OF LAND

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
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:

July 25, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A public hearing and ordinance vacating a utility easement located at 907 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN EAST ACRES SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Specialized Real Estate Group, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20' WIDE UTILITY EASEMENT, DEDICATED IN PLAT BOOK 2005, PAGE 1198, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING ALL OF THE SOUTH 20 FEET OF LOTS 7, 8 AND 9 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N87 DEGREES 59' 00"W, 35.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N01 DEGREE 29' 51"E, 20.00 ALONG SAID WEST LINE; THENCE S87 DEGREE 59' 00"E, 35.13 FEET, LEAVING SAID WEST LINE; THENCE S88 DEGREE 15' 39"E, 246.47', TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE S02 DEGREE 47' 06"W, 20.00 FEET; THENCE N88 DEGREE 15' 39"W, 246.15' TO THE POINT OF BEGINNING, CONTAINING 5,628 SQUARE FEET OR 0.13 ACRES OF LAND.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

A 20' WIDE UTILITY ESEMENT, DEDICATED IN PLAT BOOK 2005, PAGE 1198, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING ALL OF THE SOUTH 20 FEET OF LOTS 7, 8 AND 9 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N87 DEGREES 59; 00"W, 35', TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N01 DEGREE 29' 51"E, 20' ALONG SAID WEST LINE; THENCE S87 DEGREE 59; 00"E, 35.13'', LEAVING SAID WEST LINE; THENCE S88 DEGREE 15' 39"E, 246.47', TO A POINT ON THE EAST LINE OF SAID LOT 8;

THENCE S02 DEGREE 47' 06"W, 20'; THENCE N88 DEGREE 15' 39"W, 246.15' TO THE POINT OF BEGINNING, CONTAINING 5,628 SQUARE FEET OR 0.13 ACRES OF LAND

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
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:

July 25, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a utility easement located 1040 Tunbridge, Kristyl Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 1040
TUNBRIDGE, KRISTYL HEIGHTS SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Mike Fitzgerald, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Being a portion of the Drainage Detention Area, Phase 2, Kristyl Heights Subdivision, located within the corporate limits of the City of Bentonville, as recorded at Plat Book 1, Page 24, situated in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Township 20 North, Range 31 West, Fifth Principal Meridian, Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a Found ½" Rebar (bent), being the Southeast Corner of aforementioned Drainage Detention Area;

Thence along the South boundary thereof, South 46°53'05" West, a distance of 11.83 feet to the POINT OF BEGINNING;

Thence continuing along said South boundary, South 46°53'05" West, a distance of 232.50 feet;

Thence departing said South boundary, 88.52 feet along a non-tangent curve to the right, having a radius of 265.00 feet, a central angle of 19°08'19", and a long chord bearing North 29°18'56" West a distance of 88.11 feet;

Thence North 40°40'10" East, a distance of 42.57 feet;

Thence North 74°56'39" East, a distance of 191.70 feet to the POINT OF BEGINNING, containing 12,462 Square Feet or 0.29 Acres, more or less. Subject to any easements, rights-of-way, or covenants of record, if any.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

Being a portion of the Drainage Detention Area, Phase 2, Kristyl Heights Subdivision, located within the corporate limits of the City of Bentonville, as recorded at Plat Book 1, Page 24, situated in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Township 20 North, Range 31 West, Fifth Principal Meridian, Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a Found ½" Rebar (bent), being the Southeast Corner of aforementioned Drainage Detention Area;

Thence along the South boundary thereof, South 46°53'05" West, a distance of 11.83 feet to the POINT OF BEGINNING;

Thence continuing along said South boundary, South 46°53'05" West, a distance of 232.50 feet;

Thence departing said South boundary, 88.52 feet along a non-tangent curve to the right, having a radius of 265.00 feet, a central angle of 19°08'19", and a long chord bearing North 29°18'56" West a distance of 88.11 feet;

Thence North 40°40'10" East, a distance of 42.57 feet;

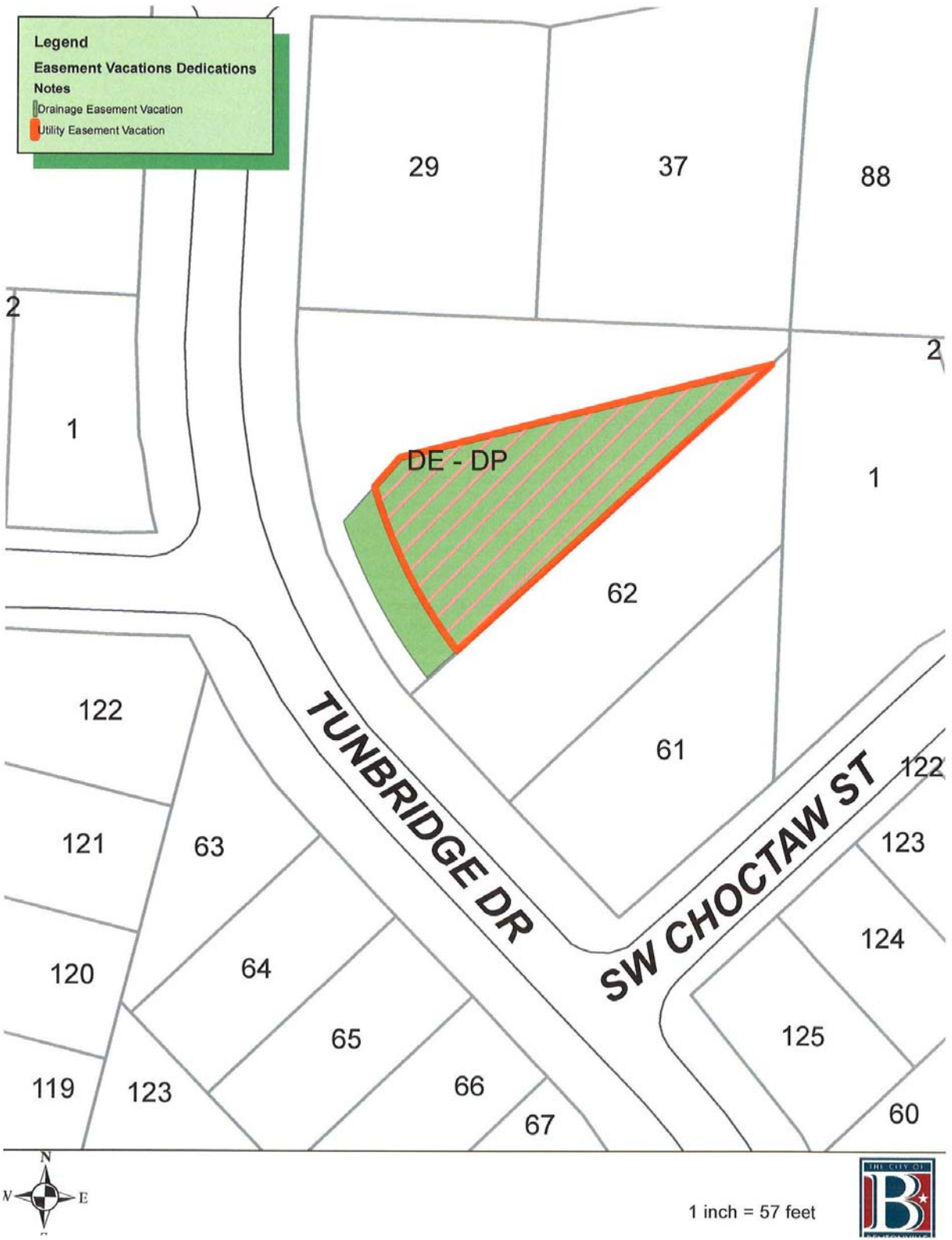
Thence North 74°56'39" East, a distance of 191.70 feet to the POINT OF BEGINNING, containing 12,462 Square Feet or 0.29 Acres, more or less. Subject to any easements, rights-of-way, or covenants of record, if any.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
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:

July 25, 2017

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a Drainage Easement located at 1040 Tunbridge by Mike Fitzgerald, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 1040 TUNBRIDGE OF KRISTYL HEIGHTS SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Mike Fitzgerald with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Being a portion of the Drainage Detention Area, Phase 2, Kristyl Heights Subdivision, located within the corporate limits of the City of Bentonville, as recorded at Plat Book 1, Page 24, situated in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Township 20 North, Range 31 West, Fifth Principal Meridian, Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a Found ½" Rebar (bent), being the Southeast Corner of aforementioned Drainage Detention Area;

Thence along the South boundary thereof, South 46°53'05" West, a distance of 11.83 feet to the POINT OF BEGINNING;

Thence continuing along said South boundary, South 46°53'05" West, a distance of 232.50 feet;

Thence departing said South boundary, 88.52 feet along a non-tangent curve to the right, having a radius of 265.00 feet, a central angle of 19°08'19", and a long chord bearing North 29°18'56" West a distance of 88.11 feet;

Thence North 40°40'10" East, a distance of 42.57 feet;

Thence North 74°56'39" East, a distance of 191.70 feet to the POINT OF BEGINNING, containing 12,462 Square Feet or 0.29 Acres, more or less. Subject to any easements, rights-of-way, or covenants of record, if any.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described drainage easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a drainage easement designated as follows:

Being a portion of the Drainage Detention Area, Phase 2, Kristyl Heights Subdivision, located within the corporate limits of the City of Bentonville, as recorded at Plat Book 1, Page 24, situated in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Township 20 North, Range 31 West, Fifth Principal Meridian, Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a Found ½" Rebar (bent), being the Southeast Corner of aforementioned Drainage Detention Area;

Thence along the South boundary thereof, South 46°53'05" West, a distance of 11.83 feet to the POINT OF BEGINNING;

Thence continuing along said South boundary, South 46°53'05" West, a distance of 232.50 feet;

Thence departing said South boundary, 88.52 feet along a non-tangent curve to the right, having a radius of 265.00 feet, a central angle of 19°08'19", and a long chord bearing North 29°18'56" West a distance of 88.11 feet;

Thence North 40°40'10" East, a distance of 42.57 feet;

Thence North 74°56'39" East, a distance of 191.70 feet to the POINT OF BEGINNING, containing 12,462 Square Feet or 0.29 Acres, more or less. Subject to any easements, rights-of-way, or covenants of record, if any.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**

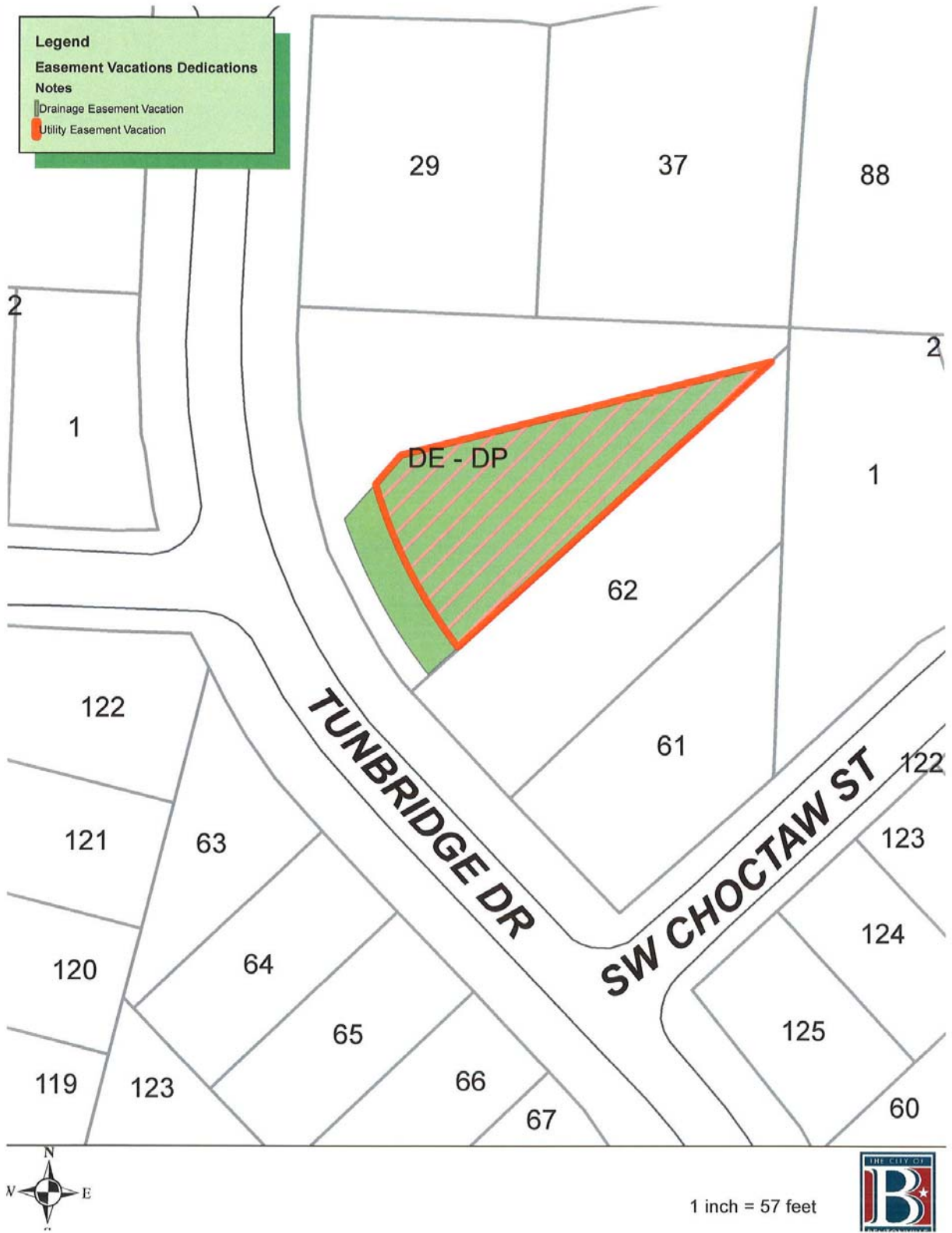
Legend

Easement Vacations Dedications

Notes

Drainage Easement Vacation

Utility Easement Vacation





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Dennis Birge

Department

Administration

Phone

271-3118

ACTION REQUIRED:

A public hearing and ordinance vacating a right-of-way and establishing a utility easement located at SW B Street, First Baptist Church Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO _____

AN ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED IN FIRST BAPTIST CHURCH ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by First Baptist Church, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a Right of Way and establish a Public Utility Easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

COMMENCING at a Found 1" Pipe at the NW Corner of Lot 6, Block 2, Clark's 2nd Addition, same being the intersection of the South Right-of-Way of SW 2nd St. and the East Right-of-Way of SW C St.; Thence along said South Right-of-Way, South 87°41'12" East, a distance of 300.00 feet to the POINT OF BEGINNING; Thence continuing along said South Right-of-Way, South 87°41'12" East, a distance of 50.00 feet; Thence departing said South Right-of-Way, South 02°20'32" West, a distance of 627.56 feet to the North Right-of-Way of SW 3rd St.; Thence along said North Right-of-Way, North 87°22'41" West, a distance of 50.00 feet; Thence departing said North Right-of-Way, North 02°20'32" East, a distance of 627.30 feet to the POINT OF BEGINNING, containing 31,372 Square Feet or 0.72 Acres, more or less.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated as follows:

COMMENCING at a Found 1" Pipe at the NW Corner of Lot 6, Block 2, Clark's 2nd Addition, same being the intersection of the South Right-of-Way of SW 2nd St. and the East Right-of-Way of SW C St.; Thence along said South Right-of-Way, South 87°41'12" East, a distance of 300.00 feet to the POINT OF BEGINNING; Thence continuing along said South Right-of-Way, South 87°41'12" East, a distance of 50.00 feet; Thence departing said South Right-of-Way, South 02°20'32" West, a distance of 627.56 feet to the North Right-of-Way of SW 3rd St.; Thence

along said North Right-of-Way, North 87°22'41" West, a distance of 50.00 feet; Thence departing said North Right-of-Way, North 02°20'32" East, a distance of 627.30 feet to the POINT OF BEGINNING, containing 31,372 Square Feet or 0.72 Acres, more or less.

Section 2: Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

COMMENCING at a Found 1" Pipe at the NW Corner of Lot 6, Block 2, Clark's 2nd Addition, same being the intersection of the South Right-of-Way of SW 2nd St. and the East Right-of-Way of SW C St.; Thence along said South Right-of-Way, South 87°41'12" East, a distance of 300.00 feet to the POINT OF BEGINNING; Thence continuing along said South Right-of-Way, South 87°41'12" East, a distance of 50.00 feet; Thence departing said South Right-of-Way, South 02°20'32" West, a distance of 627.56 feet to the North Right-of-Way of SW 3rd St.; Thence along said North Right-of-Way, North 87°22'41" West, a distance of 50.00 feet; Thence departing said North Right-

Section 3: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 4: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC, for the design and inspection of the NW 3rd widening, which includes the addition of a signalized designated left turn lane. This agreement would be funded by bond money and has a total maximum not to exceed amount of \$93,350.00.

COST TO CITY:

Cost of this Request: \$93,350

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer

Date: Tuesday, July 18, 2017

Re: Agreement with Garver, LLC.

Staff recommends City Council approve the Resolution authorizing an Agreement with Garver, LLC, for the design and inspection of NW 3rd and Walton intersection improvements. This project will widen and add a signalized designated left turn lane to NW 3rd.

This agreement would be funded by bond money and has a total maximum not to exceed amount of \$93,350.00.

Thank you for your consideration of this request.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville
Bentonville, Arkansas
Project No. 17047100

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

The Owner intends to make the following improvements:

Installation of traffic signalization at the intersection of N. Walton Boulevard and NW 3rd Street and the widening of NW 3rd Street on the east side of the intersection for the installation of a designated left turn lane.

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

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

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



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Geotechnical Services (GHBW)</i>	\$0	HOURLY
<i>Record Research</i>	\$750	
<i>Utility Marking (ARKUPS)</i>	\$400	
Surveys	\$18,550	
Traffic Studies	\$8,750	
Signalization Design	\$15,600	
Conceptual Design	\$9,000	
Preliminary Design	\$0	
Final Design	\$18,600	
Property Acquisition Documents	\$0	
Bidding Services	\$3,900	
Construction Phase Services	\$17,800	
TOTAL FEE	\$93,350	

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total maximum not to exceed amount paid to GARVER under this agreement is **\$93,350**. The actual total fee may not exceed this estimate without prior approval from the Owner. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2017. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2018.

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



SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Paying all plan review and advertising costs in connection with the project.
5. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
6. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project unless noted in the Scope of Services.
7. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
8. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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



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

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

5.2 Opinions of Cost

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

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

5.3 Underground Utilities

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

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following



minimum schedule of insurance:

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

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

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

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

5.7 Limitation of Liability

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

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

5.7.1 Hazardous Materials



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

5.8 Mediation

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

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

SECTION 6 - CONTROL OF SERVICES

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

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

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



SECTION 8 – APPENDICES AND EXHIBITS

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

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Hourly Rates and Fee Spreadsheets

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

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie, PE
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, design, bidding services, and partial construction support services for improvements to the Walton Boulevard and NW 3rd Street Intersection. Improvements will consist primarily of installation of traffic signals and widening of NW 3rd Street to the east of the intersection.

2.2 Surveys

2.2.1 Design Surveys

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

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

2.2.2 Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

2.3 Geotechnical Services

Geotechnical Services are excluded from the scope of services.

2.4 Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish both final plans to the following agencies: AHTD and ADEQ (if necessary) for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

2.5 Traffic Study

Garver will conduct a traffic study to evaluate the intersection. As part of the study, 24 hour turning movement counts will be collected at the intersection of Walton Boulevard and NW 3rd Avenue. A site visit will be performed to become familiar with the existing intersections and surrounding corridor. Future 2037 design volumes will be developed for the intersection. A signal warrant analysis, operational analysis, and geometric analysis will be performed at the intersection. Finally, a Traffic Report summarizing the findings, including recommendations for turn lane storage lengths, signalization needs, will be prepared and submitted to the City for approval.

2.6 Environmental Services

Environmental services are excluded from the scope of services.

2.7 Conceptual Design (30% Submittal)

The conceptual design phase submittal will include typical sections, plan & profile sheets for the section of NW 3rd Street to be widened, signalization sheets, drainage relocations, sidewalks, maintenance of traffic plan, pavement markings & signage plan, and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will not begin final design until the conceptual design is approved by the Owner in writing.

2.8 Preliminary Design

Garver will proceed directly to final design after completion of the conceptual design.

2.9 Final Design (90% and 100% Submittals)

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

2.10 Property Acquisition Documents

The preparation of property acquisition documents are excluded from the scope of services.

2.11 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Attend the bid opening.
5. Prepare bid tabulation.
6. Evaluate bids and recommend award.
7. Prepare construction contracts.

2.12 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend progress/coordination meetings with the Owner/Contractor as needed.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor

from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Prepare and furnish record drawings.
7. Provide **up to 96 hours of part-time resident construction observation** services for the 90-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per week, during the 90-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.13 Project Deliverables

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

1. Two copies of the Traffic Letter Report.
2. Three copies of the Conceptual Design with opinion of probable construction cost.
3. One digital copy of the Conceptual Plans to each potentially affected utility company.
4. Three copies of the Final Design with opinion of probable construction cost.
5. Three copies of the revised Final Design with opinion of probable construction cost.
6. One digital copy of the revised Final Plans to each potentially affected utility company.
7. Three copies of the Final Plans and Specifications to the Contractor.
8. One copy of approved shop drawings/submittals from the Contractor.
9. One hard copy set of Record Drawings.
10. Electronic files as requested.

2.14 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design.
4. Design of any utilities relocation.
5. Retaining walls or other significant structural design beyond that required for the installation of the traffic signalization system.
6. Street lighting or other electrical design beyond that required for the traffic signalization system.
7. Preparation of property acquisition documents.
8. Construction materials testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
11. Services after construction, such as warranty follow-up, operations support, etc.

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

2.15 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
*Traffic Study	30 days from start date
Surveys - Design and Property	30 days from start date
Conceptual Design	30 days from approval of the Traffic Study
Final Design	60 days from Approval of Conceptual Design

*In order to obtain traffic data that includes school traffic, the data collection will need to occur during a time period in which local schools are in session. The Notice to Proceed may be delayed by the Owner in order to obtain accurate data.



APPENDIX B
Walton Blvd. & NW 3rd Street Intersection
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 99.00
E-2.....	\$ 114.00
E-3.....	\$ 138.00
E-4.....	\$ 161.00
E-5.....	\$ 197.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
Planners / Environmental Specialist	
P-1.....	\$ 119.00
P-2.....	\$ 149.00
P-3.....	\$ 185.00
P-4.....	\$ 210.00
P-5.....	\$ 243.00
P-6.....	\$ 277.00
Designers	
D-1.....	\$ 92.00
D-2.....	\$ 108.00
D-3.....	\$ 128.00
D-4.....	\$ 149.00
Technicians	
T-1.....	\$ 72.00
T-2.....	\$ 91.00
T-3.....	\$ 111.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 78.00
S-4.....	\$ 112.00
S-5.....	\$ 149.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 200.00
3-Man Crew (GPS Survey).....	\$ 244.00
Construction Observation	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 136.00
C-4.....	\$ 168.00
Management/Administration	
M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 136.00
X-5.....	\$ 167.00
X-6.....	\$ 210.00

Agreement for Professional Services
Walton Blvd. & NW 3rd Street Intersection

Garver Project No. 17047100

APPENDIX B

CITY OF BENTONVILLE WALTON BLVD. & NW 3RD STREET INTERSECTION

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services</i>	\$0.00
<i>Record Research (4Parcels)</i>	\$750.00
<i>Utility Marking</i>	\$400.00
<i>Environmental Handling/Documentation</i>	\$0.00
Traffic Studies	\$8,750.00
Signalization Design	\$15,600.00
Surveys	\$18,550.00
Conceptual Design	\$9,000.00
Preliminary Design	\$0.00
Final Design	\$18,600.00
Property Acquisition Documents	\$0.00
Bidding Services	\$3,900.00
Subtotal for Title I Services	\$75,550.00
Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$17,800.00
Subtotal for Title II Services	\$17,800.00

APPENDIX B

CITY OF BENTONVILLE WALTON BLVD. & NW 3RD STREET INTERSECTION

TRAFFIC STUDIES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$256.00	\$205.00	\$168.00	\$144.00	\$119.00	\$103.00	\$95.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Engineering							
Traffic Study							
Travel					2		
Site Visit/Field Observations					2		
Compile Traffic Data						2	
Develop Traffic Volumes							
2017 Traffic Volumes					4		
2037 Traffic Volumes					4		
Signal Warrant Analysis	1				4		
Operational Analysis		2			8		
Geometric Analysis (Based on Synchro)	1				2		
Report				8	8		
Coordination with City	1						
QC Review	4						
Subtotal - Civil Engineering	7	2	0	8	34	2	0
Hours	7	2	0	8	34	2	0
Salary Costs	\$1,792	\$410	\$0	\$1,152	\$4,046	\$206	\$0
SUBTOTAL - SALARIES:	\$7,606.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$109.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$35.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$144.00						
SUBTOTAL:	\$7,750.00						
SUBCONSULTANTS FEE: THE TRAFFIC GROUP	\$1,000.00						
TOTAL FEE:	\$8,750.00						

APPENDIX B

CITY OF BENTONVILLE WALTON BLVD. & NW 3RD STREET INTERSECTION

SIGNALIZATION DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$256.00	\$205.00	\$168.00	\$144.00	\$119.00	\$103.00	\$95.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Signal Plans							
Signalization Layout and Details				16			
Maintenance of Traffic					8		
Permanent Pavement Marking Details					8		
Wheelchair Ramps Details					8		
Plan Review	8						
Subtotal - Preliminary Signal Plans	8	0	0	16	24	0	0
2. Final Signal Plans							
90% Submittal							
Notes and Special Provisions				8			
Update Plans				8	20		
Quantities and Opinion of Probable Cost				4	16		
Plan Review	4						
100% Submittal							
Final Revisions				8	4		
Plan Review	2						
Subtotal - Final Signal Plans	4	0	0	20	36	0	0
Hours	12	0	0	36	60	0	0
Salary Costs	\$3,072.00	\$0.00	\$0.00	\$5,184.00	\$7,140.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$15,396.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$140.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$64.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$204.00

SUBTOTAL: \$15,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$15,600.00

APPENDIX B

CITY OF BENTONVILLE

WALTON BLVD. & NW 3RD STREET INTERSECTION

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$144.00	\$155.00	\$117.00	\$188.00	\$208.00	\$233.00	\$95.00
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration	4	4					
Establish Horizontal and Vertical Control		1	2	6	4		
Topographic Surveys		2		4	16		
Locate Utilities		2	2	4	6		
Data Processing/DTM Preparation		1	20				4
Subtotal - Surveying	4	10	24	14	26	0	4
2. Surveys - Property							
Coordination and Administration	2	2					
Obtain and Review Right of way/ Property Documents		2	4				
Property Surveys		2	2	4	6		
Right of way/Property Delineation		2	6				
Subtotal - Surveying	2	8	12	4	6	0	0
Hours	6	18	36	18	32	0	4
Salary Costs	\$864.00	\$2,790.00	\$4,212.00	\$3,384.00	\$6,656.00	\$0.00	\$380.00
SUBTOTAL - SALARIES: \$18,286.00							
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$40.00						
Survey Supplies	\$15.00						
Travel Costs	\$209.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$264.00							
SUBTOTAL: \$18,550.00							
SUBCONSULTANTS FEE: \$0.00							
TOTAL FEE: \$18,550.00							

APPENDIX B

CITY OF BENTONVILLE WALTON BLVD. & NW 3RD STREET INTERSECTION

CONCEPTUAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$256.00	\$205.00	\$168.00	\$144.00	\$119.00	\$103.00	\$75.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Typical Sections					1	2	
Plan & Profile Sheets	1				10	24	
Drainage Relocation					4		
Utility Companies Coordination					8		
Meetings/Coordination with City	3				3		
Opinion of Probable Construction Cost	2				4	8	
QC Review					2		
Subtotal - Civil Engineering	6	0	0	0	32	34	0
Hours	6	0	0	0	32	34	0
Salary Costs	\$1,536.00	\$0.00	\$0.00	\$0.00	\$3,808.00	\$3,502.00	\$0.00
SUBTOTAL - SALARIES:	\$8,846.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$100.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$54.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$154.00						
SUBTOTAL:	\$9,000.00						
SUBCONSULTANTS FEE:	\$0.00						
TOTAL FEE:	\$9,000.00						

APPENDIX B

**CITY OF BENTONVILLE
WALTON BLVD. & NW 3RD STREET INTERSECTION**

FINAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$256.00	\$205.00	\$168.00	\$144.00	\$119.00	\$103.00	\$75.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Section					1	2	
Plan & Profile Sheets	1				16	20	10
Cross Sections					4	8	
Maintenance of Traffic Plan					4	6	
Drainage Relocations					6		
Typical Details					2	8	
Erosion Control Plans					4	8	
Coordination with Utility Companies					8		
Coordination and Meetings with Owner	3				6		
Coordination with AHTD					8		
SWPPP/Coordination with DEQ					8		
Specifications/Contract Documents					10		
Quantities					2	6	
Opinion of Probable Construction Cost					4		
QC Review	2				2		
Subtotal - Civil Engineering	6	0	0	0	85	58	10

Hours	6	0	0	0	85	58	10
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Salary Costs	\$1,536.00	\$0.00	\$0.00	\$0.00	\$10,115.00	\$5,974.00	\$750.00
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SUBTOTAL - SALARIES: \$18,375.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$125.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$225.00

SUBTOTAL: \$18,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$18,600.00

APPENDIX B

CITY OF BENTONVILLE WALTON BLVD. & NW 3RD STREET INTERSECTION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$256.00	\$205.00	\$168.00	\$144.00	\$119.00	\$103.00	\$75.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders					6		
Addendums/Inquiries					8		
Pre-Bid Meeting - NOT APPLICABLE							
Bid Opening	3				3		
Prepare bid tabulation					1	2	
Evaluate bids and recommend award					2		
Prepare construction contracts					1	2	
Notice to Proceed					1		
Subtotal - Civil Engineering	3	0	0	0	22	4	0

Hours	3	0	0	0	22	4	0
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Salary Costs	\$768.00	\$0.00	\$0.00	\$0.00	\$2,618.00	\$412.00	\$0.00
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SUBTOTAL - SALARIES: \$3,798.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$42.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$60.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$102.00

SUBTOTAL: \$3,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$3,900.00

APPENDIX B

**CITY OF BENTONVILLE
WALTON BLVD. & NW 3RD STREET INTERSECTION**

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	C-3	C-1
	\$256.00	\$168.00	\$144.00	\$119.00	\$103.00	\$142.00	\$91.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting				3			3
Progress Meetings with Contractor/City - 4 EACH	4			16			
Monthly Pay Requests - 4 MONTHS				12			
Shop Drawings/Material Submittals				8			
Record Drawings					4		
Resident Construction Observation - 96 HOURS MAX							96
Prepare Change Orders				6			
Final Project Inspection and Punchlist				6			4
Subtotal - Civil Engineering	4	0	0	51	4	0	103
Hours	4	0	0	51	4	0	103
Salary Costs	\$1,024.00	\$0.00	\$0.00	\$6,069.00	\$412.00	\$0.00	\$9,373.00
SUBTOTAL - SALARIES:	\$16,878.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$102.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$820.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$922.00						
SUBTOTAL:	\$17,800.00						
SUBCONSULTANTS FEE:	\$0.00						
TOTAL FEE:	\$17,800.00						

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER ENGINEERS FOR ENGINEERING SERVICES
ASSOCIATED WITH CERTAIN IMPROVMENTS TO N.W.
3RD STREET IN BENTONVILLE, ARKANSAS.**

**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 Garver Engineers for engineering services associated with certain improvements to NW 3rd Street 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:

July 25, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution accepting a grant in the maximum amount of \$2,272,603 from the FAA for funding of the West Side Taxiway Project at the Bentonville Municipal Airport. Total construction cost of the Runway Improvement Project is \$2,543,210.67 including engineering inspection fees and material testing services. See attached memo for additional information.

COST TO CITY:

Cost of this Request: \$2,272,603

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: July 13, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: FAA Grant Acceptance for West Side Taxiway

This Resolution is for the formal acceptance of the FAA Airport Improvement Program Grant for Project for the construction of the West Side Taxiway at the Bentonville Municipal Airport.

As part of the prerequisites, the project was bid in June with Tri Star Construction being the low bidder. Engineering fees for the project total \$290,100.00 including construction services, some incidental administration costs of \$2,500 and Tri Star Construction's low bid is \$2,250,610.67 yielding a total project cost of \$2,543,210.67. The FAA AIP grant will cover 90% of this project. Once the Federal grant is closed, the City will pursue a State 10% matching AIP Grant. The City cannot apply for the State's 10% matching grant until all FAA requirements have been completed. There is a small section of the west side taxiway, located on the south end that is not covered by the FAA and will be covered by the City that totals \$18,095.50.

This project will create a parallel taxiway on the west side of the runway and allow existing hangers and proposed hangers on the west side of the airport access to the runway without having to cross and enter from the east side.

Summary of project funding:

FAA Grant 90%	\$2,272,603.00
State Grant 10%	\$252,512.17
City Share (remainder)	\$18,095.50
Total Project Cost	\$2,543,210.67

Thank you for your consideration of this request.



May 29, 2017

Mr. Jake Harper, CPA
Assistance Finance Director
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Dear Mr. Harper,

Enclosed you will find a copy of our review of the U.S. Department of Transportation, Federal Aviation Administration Application for Federal Assistance (Development and Equipment Projects) for construction of the West Parallel Taxiway. This review is a list of requirements, recommendations and prohibitions that we have compiled utilizing the grant materials provided to us by the City of Bentonville.

Please do not hesitate to call on us at any time if you have questions or concerns.

Respectfully,



Chad Gallagher

cc: Travis Matlock
Enclosures

The Lafayette Building, 523 South Louisiana Street, Suite 222, Little Rock, Arkansas 72201
866.025.4540 office 866.025.6802 fax www.legacyincorporated.com



Requirement	Reference	Type	Due Date	Responsible Party	Notes
The estimated budget for the project is \$2,937,500. This amount shall be updated prior to the opening of bids.	Application SF-424 pg. 3	fiscal			Based upon the current estimate the City's matching obligation is \$296,450.
Sponsor must maintain an active registration in the System for Award Management (www.SAM.gov)	FAA- Form 5100-100—pg. 1	Performance	ongoing		
The City must be able to commence the work in the grant fiscal year or within six months (whichever is later).	FAA- Form 5100-100—pg. 1	Performance		Department Head	
The City shall not use Federal appropriated funds to lobby.	FAA- Form 5100-100—pg. 2	Fiscal/performance		Department Head	
The City shall assure compatible usage of land adjacent to or in the vicinity of the airport. This will be done through adherence to the City of Bentonville zoning ordinances for development surrounding the Bentonville Municipal Airport	FAA- Form 5100-100—pg. 2	Performance	ongoing	Department Head	
The City is not be in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.	FAA- Form 5100-100—pg. 2	Fiscal	At the time of application		

Requirement	Reference	Type	Due Date	Responsible Party	Notes
There are no facts or circumstances which in reasonable probability might make it impossible for the City to carry out and complete the Project or carryout the Grant Assurances, either by limiting its legal or financial ability or otherwise.	FAA- Form 5100-100--pg. 2	Fiscal/performance	At the time of application	Department Head	
The project must be reasonably consistent with plans existing at the time of submission of the application of public agencies that are authorized by the State in which the project is located to plan for development of the area surrounding the airport.	FAA- Form 5100-100--pg. 2	Performance	At the time of application	Department Head	
Project plan should give consideration to the interest of communities in or near the project location.	FAA- Form 5100-100--pg. 2	Performance		Department Head	
The city acknowledges that it has consulted with airport users that will be potentially be affected by the project.	FAA- Form 5100-100--pg. 2	Performance		Department Head	
Personnel engaged in project administration shall be qualified and competent to perform the work.	FAA-Form 5100-129--pg. 1	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
Construction records must be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with technical standards, contract requirements, and construction safety and phasing plan measures.	FAA-Form 5100-129--pg. 1	Performance		Department Head	See Advisory Circular (AC) 150/5370-12, Contract requirements (2 CFR part 200, and FAA Order 5100.38) and Construction safety and phasing plan measures (AC 150/5370-2)
Submit a certification letter (Attachment F) to the Department when requesting authority to advertise bid	FAA-Form 5100-129--pg. 1	Performance		Department Head	
The City has taken or will take appropriate corrective action for any test result outside of allowable tolerances. (AC 150/5370-12)	FAA-Form 5100-129--pg. 2	Performance		Department Head	
The City must apply pay reduction factors required by the specifications when computing final payments.	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	See AC 150/5370-10

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The City must notify the FAA of violations of any federal requirements in 2 CFR part 200, disputes or complaints concerning federal labor standards (29 CFR part 5) and violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise Requirements (41 CFR Chapter 60 and 49 CFR Part 26).	FAA-Form 5100-129--pg. 2	Performance		Department Head	
Weekly payroll records must be submitted by the prime contractor. Contractor payments must be made in compliance with federal requirements and contract provisions.	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	
	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	
A final inspection must be conducted. The project must be accomplished without material deviations, changes or modifications from the approved plans.	FAA-Form 5100-129--pg. 2	Performance		Department Head	
Project must comply with seismic construction requirements of 49 CFR section 41.120.	FAA-Form 5100-129--pg. 3	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The City must certify that it will comply with the drug-free workplace requirements as described in 2 CFR part 182.	FAA-Form 5100-130	Performance		Department Head	
The city certifies that a written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the city's officers, employees, or agents in soliciting, awarding and administering procurement contracts.	FAA-Form 5100-131	Performance	Prior to project commencement	Department Head	2 CFR section 200.318 Additionally sponsors required to have DBE program on file with the FAA must implement monitoring and enforcement measures that ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs, include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms; and provides for a running tally of payments made to the DBE firms and a means for comparing actual attainments to original commitments.
Sponsors that are required to have a Disadvantaged Business Enterprise program on file with the FAA must include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.	FAA-Form 5100-131	Performance	Prior to project commencement	Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The city must use procurement action using the competitive sealed bid method.	FAA-Form 5100-131	Performance		Department Head	See FAA Form 5100-131 Section 5 a-d
For projects the Sponsor proposes to use the competitive proposal procurement method, sponsor must request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA (1) written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method, (2) plan for publicizing and soliciting an adequate number of qualified sources; and (3) listing of evaluation factors along with relative importance of the factors.	FAA-Form 5100-131	Performance	Prior to proceeding with bid	Department Head	
For construction and equipment installation projects, the bid solicitation must include the current federal wage raise schedule for the appropriate type of work classifications.	FAA-Form 5100-131	Performance/Fiscal		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
Receive concurrence from the FAA prior to contract award if only one qualified person/firm submits a responsive bid, award is to be made to other than the lowest responsible bidder; and life cycle costing is a factor in selecting the lowest responsible bidder.	FAA-Form 5100-131	Performance/Fiscal		Department Head	
All construction and equipment contracts must contain provisions for access to records, buy American Preferences, Civil Rights--Title VI Assurances, Federal Fair Labor Standards, Occupational Safety and Health Act Requirements, Seismic Safety, State Energy Conservation Requirements, U.S. Trade Restriction, and Veterans Preference.	FAA-Form 5100-131	Performance		Department Head	
Construction and equipment contracts exceeding \$3,000 contain a contract provision that discourages distracted driving.	FAA-Form 5100-131	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
All contracts exceeding \$10,000 must contain--construction and equipment installation projects clauses from 41 CFR Part 60, construction and equipment installation contract clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8; requirement to maximize use of products containing recovered materials in accordance with 2 CFR 200.322 and 40 CFR part 247; and Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).	FAA-Form 5100-131	Performance		Department Head	
All contacts and subcontracts over \$25,000 must have measures in place to ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred or excluded from participating in federally assisted projects.	FAA-Form 5100-131	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
Contracts over \$150,000 must include provisions, as applicable, that address a bid guarantee of 5%, a performance bond of 100%, a payment bond of 100%, and requirements of the Contract Work Hours and Safety Standards Act for construction and equipment installation contracts; restrictions on lobbying and influencing; conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms of conditions of the contract; and applicable standards and requirements issues under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738 for all contracts.	FAA-Form 5100-131	Performance		Department Head	
The plans and specifications will be prepared in accordance with applicable federal standards and requirements.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
Specifications will incorporate a clear and accurate description of the technical requirements for the material or product that does not contain limiting or proprietary features that unduly restrict	FAA-Form 5100-132	Performance		Department Head	
The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA.	FAA-Form 5100-132	Performance		Department Head	
	FAA-Form 5100-132	Performance		Department Head	
Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications.	FAA-Form 5100-132	Performance		Department Head	
The specification does not use or will not use brand name or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name.	FAA-Form 5100-132	Performance		Department Head	
The specification does not impose or will not impose geographical preference in their procurement requirements.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
Specifications will incorporate a clear and accurate description of the technical requirements for the material or product that does not contain limiting or proprietary features that unduly restrict	FAA-Form 5100-132	Performance		Department Head	
The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA.	FAA-Form 5100-132	Performance		Department Head	
	FAA-Form 5100-132	Performance		Department Head	
Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications.	FAA-Form 5100-132	Performance		Department Head	
The specification does not use or will not use brand name or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The specification does not impose or will not impose geographical preference in their procurement requirements.	FAA-Form 5100-132	Performance		Department Head	
The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period.	FAA-Form 5100-132	Performance		Department Head	
Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the City.	FAA-Form 5100-132	Performance		Department Head	
Concurrence will be obtained from the FAA if the City incorporates a value engineering clause into the contract.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The plans and specifications will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.	FAA-Form 5100-132	Performance		Department Head	
the design of all buildings comply or will comply with the seismic design requirements of 49 CFR section 41.120	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Construction and Installation standard contained in Advisory Circular 150/5370-10.	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Snow Removal Equipment standard as contained in AC 150/5220-20.	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Aircraft Rescue and Fire Fighting vehicles standards as contained in AC 150/5220-10.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
For construction activities near aircraft operation areas the City will prepare a construction safety and phasing plan conforming to Advisory Circular 150/5370-2, comply with CSPP safety provision, and the City will not initiate work until receiving FAA concurrence with the CSPP.	FAA-Form 5100-132	Performance		Department Head	
The project will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	FAA-Form 5100-132	Performance		Department Head	

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The City agrees that selection of contractors/consultants will be done in accordance with the requirements and specifications set out in the Selection of Consultants Airport Improvement Program Sponsor Certification--Form 5100-134.	FAA-Form 5100-134	Performance/Fiscal		Department Head	The City's procurement actions shall ensure full and open competition. Advertisements shall describe specific project statements-of-work, advertisements shall be publicized Request for Qualifications that solicit an adequate number of qualified sources and identifies all evaluation criteria and relative importance. Selection should be based on qualifications, experience and disadvantaged business enterprise participation with price not being a selection factor. The City will not use the prohibited cost-plus-percentage-of cost (CPPC) contract method.
The City agrees to comply with the Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification form FAA Form 5100-135(2/17).	FAA-Form 5100-135	Performance		Department Head	The City must maintain a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts.

Requirement	Reference	Type	Due Date	Responsible Party	Notes
The estimated budget for the project is \$2,937,500. This amount shall be updated prior to the opening of bids. Sponsor must maintain an active registration in the System for Award Management (www.SAM.gov)	Application SF-424 pg. 3	fiscal			Based upon the current estimate the City's matching obligation is \$296,450.
The City must be able to commence the work in the grant fiscal year or within six months (whichever is later).	FAA- Form 5100-100--pg. 1	Performance	ongoing		
The City shall not use Federal appropriated funds to lobby.	FAA- Form 5100-100--pg. 1	Performance		Department Head	
The City shall assure compatible usage of land adjacent to or in the vicinity of the airport. This will be done through adherence to the City of Bentonville zoning ordinances for development surrounding the Bentonville Municipal Airport	FAA- Form 5100-100--pg. 2	Fiscal/performance		Department Head	
The City is not be in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.	FAA- Form 5100-100--pg. 2	Performance	ongoing	Department Head	
There are no facts or circumstances which in reasonable probability might make it impossible for the City to carry out and complete the Project or carryout the Grant Assurances, either by limiting its legal or financial ability or otherwise.	FAA- Form 5100-100--pg. 2	Fiscal	At the time of application		
		Fiscal/performance	At the time of application	Department Head	

The project must be reasonably consistent with plans existing at the time of submission of the application of public agencies that are authorized by the State in which the project is located to plan for development of the area surrounding the airport.	FAA- Form 5100-100--pg. 2	Performance	At the time of	Department Head	
Project plan should give consideration to the interest of communities in or near the project location.	FAA- Form 5100-100--pg. 2	Performance		Department Head	
The city acknowledges that it has consulted with airport users that will be potentially be affected by the project.	FAA- Form 5100-100--pg. 2	Performance		Department Head	
Personnel engaged in project administration shall be qualified and competent to perform the work.	FAA-Form 5100-129--pg. 1	Performance		Department Head	
Construction records must be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with technical standards, contract requirements, and construction safety and phasing plan measures.	FAA-Form 5100-129--pg. 1	Performance		Department Head	See Advisory Circular (AC) 150/5370-12, Contract requirements (2 CFR part 200, and FAA Order 5100.38) and Construction safety and
Submit a certification letter (Attachment F) to the Department when requesting authority to advertise bid	FAA-Form 5100-129--pg. 1	Performance		Department Head	

The City has taken or will take appropriate corrective action for any test result outside of allowable tolerances. (AC 150/5370-12	FAA-Form 5100-129--pg. 2	Performance		Department Head	
The City must apply pay reduction factors required by the specifications when computing final payments.	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	See AC 150/5370-10
The City must notify the FAA of violations of any federal requirements in 2 CFR part 200, disputes or complaints concerning federal labor standards (29 CFR part 5) and violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise Requirements (41 CFR Chapter 60 and 49 CFR Part 26).	FAA-Form 5100-129--pg. 2	Performance		Department Head	
Weekly payroll records must be submitted by the prime contractor.	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	
Contractor payments must be made in compliance with federal requirements and contract provisions.	FAA-Form 5100-129--pg. 2	Performance/Fiscal		Department Head	
A final inspection must be conducted.	FAA-Form 5100-129--pg. 2	Performance		Department Head	
The project must be accomplished without material deviations, changes or modifications from the approved plans.	FAA-Form 5100-129--pg. 2	Performance		Department Head	
Project must comply with seismic construction requirements of 49 CFR section 41.120.	FAA-Form 5100-129--pg. 3	Performance		Department Head	

City must revise the airport layout plan that reflects improvements made and submit it to the FAA.	FAA-Form 5100-129--pg. 3	Performance	within 90 days of the period of performance end date	Department Head	
The City must certify that it will comply with the drug-free workplace requirements as described in 2 CFR part 182.	FAA-Form 5100-130	Performance		Department Head	
The city certifies that a written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the city's officers, employees, or agents in soliciting, awarding and administering procurement contracts.	FAA-Form 5100-131	Performance	Prior to project commencement	Department Head	2 CFR section 200.318

Sponsors that are required to have a Disadvantaged Business Enterprise program on file with the FAA must include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts. The city must use procurement action using the competitive sealed bid method.	FAA-Form 5100-131	Performance	Prior to project commencement	Department Head	Additionally sponsors required to have DBE program on file with the FAA must implement monitoring and enforcement measures that ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs, include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms; and provides for a running tally of payments made to the DBE firms and a means for comparing actual attainments to original commitments.
	FAA-Form 5100-131	Performance		Department Head	See FAA Form 5100-131 Section 5 a-d

For projects the Sponsor proposes to use the competitive proposal procurement method, sponsor must request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA (1) written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method, (2) plan for publicizing and soliciting an adequate number of qualified sources; and (3) listing of evaluation factors along with relative importance of the factors.	FAA-Form 5100-131	Performance	Prior to proceeding with bid	Department Head	
For construction and equipment installation projects, the bid solicitation must include the current federal wage raise schedule for the appropriate type of work classifications.	FAA-Form 5100-131	Performance/Fiscal		Department Head	
Receive concurrence from the FAA prior to contract award if only one qualified person/firm submits a responsive bid, award is to be made to other than the lowest responsible bidder; and life cycle costing is a factor in selecting the lowest responsible bidder.	FAA-Form 5100-131	Performance/Fiscal		Department Head	

All construction and equipment contracts must contain provisions for access to records, buy American Preferences, Civil Rights-- Title VI Assurances, Federal Fair Labor Standards, Occupational Safety and Health Act Requirements, Seismic Safety, State Energy Conservation Requirements, U.S. Trade Restriction, and Veterans Preference.	FAA-Form 5100-131	Performance			Department Head	
Construction and equipment contracts exceeding \$3,000 contain a contract provision that discourages distracted driving.	FAA-Form 5100-131	Performance			Department Head	
All contracts exceeding \$10,000 must contain--construction and equipment installation projects clauses from 41 CFR Part 60, construction and equipment installation contract clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8; requirement to maximize use of products containing recovered materials in accordance with 2 CFR 200.322 and 40 CFR part 247; and Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).	FAA-Form 5100-131	Performance			Department Head	

All contacts and subcontracts over \$25,000 must have measures in place to ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred or excluded from participating in federally assisted projects.	FAA-Form 5100-131	Performance	Department Head	
Contracts over \$150,000 must include provisions, as applicable, that address a bid guarantee of 5%, a performance bond of 100%, a payment bond of 100%, and requirements of the Contract Work Hours and Safety Standards Act for construction and equipment installation contracts; restrictions on lobbying and influencing; conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms of conditions of the contract; and applicable standards and requirements issues under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738 for all contracts.	FAA-Form 5100-131	Performance	Department Head	
The plans and specifications will be prepared in accordance with applicable federal standards and requirements.	FAA-Form 5100-132	Performance	Department Head	

Specifications will incorporate a clear and accurate description of the technical requirements for the material or product that does not contain limiting or proprietary features that unduly restrict competition.	FAA-Form 5100-132	Performance		Department Head	
The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA.	FAA-Form 5100-132	Performance		Department Head	
	FAA-Form 5100-132	Performance		Department Head	
Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications.	FAA-Form 5100-132	Performance		Department Head	
The specification does not use or will not use brand name or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name.	FAA-Form 5100-132	Performance		Department Head	
The specification does not impose or will not impose geographical preference in their procurement requirements.	FAA-Form 5100-132	Performance		Department Head	
The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period.	FAA-Form 5100-132	Performance		Department Head	

Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the City.	FAA-Form 5100-132	Performance		Department Head	
Concurrence will be obtained from the FAA if the City incorporates a value engineering clause into the contract.	FAA-Form 5100-132	Performance		Department Head	
The plans and specifications will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.	FAA-Form 5100-132	Performance		Department Head	
the design of all buildings comply or will comply with the seismic design requirements of 49 CFR section 41.120	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Construction and installation standard contained in Advisory Circular 150/5370-10.	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Snow Removal Equipment standard as contained in AC 150/5220-20.	FAA-Form 5100-132	Performance		Department Head	
The project specifications will comply with the Aircraft Rescue and Fire Fighting vehicles standards as contained in AC 150/5220-10.	FAA-Form 5100-132	Performance		Department Head	

For construction activities near aircraft operation areas the City will prepare a construction safety and phasing plan conforming to Advisory Circular 150/5370-2, comply with CSPP safety provision, and the City will not initiate work until receiving FAA concurrence with the CSPP.	FAA-Form 5100-132	Performance		Department Head	
The project will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	FAA-Form 5100-132	Performance		Department Head	

The City agrees that selection of contractors/consultants will be done in accordance with the requirements and specifications set out in the Selection of Consultants Airport Improvement Program Sponsor Certification--Form 5100-134.	FAA-Form 5100-134	Performance/Fiscal		Department Head	The City's procurement actions shall ensure full and open competition. Advertisements shall describe specific project statements-of-work, advertisements shall be publicized Request for Qualifications that solicit an adequate number of qualified sources and identifies all evaluation criteria and relative importance. Selection should be based on qualifications, experience and disadvantaged business enterprise participation with price not being a selection factor. The City will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method.
The City agrees to comply with the Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification form FAA Form 5100-135(2/17).	FAA-Form 5100-135	Performance		Department Head	The City must maintain a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING AND APPROVING A
GRANT FOR THE BENTONVILLE MUNICIPAL AIRPORT.**

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

Section 1: That the Federal Aviation Association Grant Agreement for funding the construction of the West-Side Taxiway as attached hereto as Exhibit "A" should be and the same is hereby approved and accepted.

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:

July 25, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with Garver for the Construction Services for the West Side Taxiway project in the amount of \$290,100.00.

COST TO CITY:

Cost of this Request: \$290,100

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: July 13, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Garver – Construction Services – West Side
Taxiway**

This City recommends entering into an agreement with Garver for the construction services such as construction observation and material testing for the West Side Taxiway construction for \$290,100.00. This contract will be covered by the FAA grant the City recently received.



WORK ORDER NO. 2
City of Bentonville
VB T West Taxiway Construction
Garver Project No. 16041191

This WORK ORDER is made by and between the **City of Bentonville** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 28, 2016.

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

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

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

SECTION 1 - SCOPE OF SERVICES

See Appendix A-2, attached.

SECTION 2 - PAYMENT

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

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Materials Testing (Subconsultant)</i>	\$49,500	Cost + FF
Construction Administration Services	\$46,800	Lump Sum
On-Site Construction Observation Services	\$186,900	Cost + FF
Closeout Services	\$6,900	Lump Sum
TOTAL FEE	\$290,100	

Materials Testing

For materials testing, the Owner will pay GARVER the cost of materials testing services as submitted by Thomas and Associates, a subconsultant to GARVER, including a 10 percent administrative markup. The fee for materials testing is estimated to be \$49,500, including the administrative markup.

Construction Administration and Closeout Services:

The lump sum amount to be paid under this agreement is \$53,700. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-2 with approximate current hourly rates for each employee classification.



On-Site Construction Observation Services

The Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 192.26% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$24,378.26. Estimated cost of these services, including the fixed fee is \$186,900. The actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-2 with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

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

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-2 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion), plus audited overhead, plus 15 percent profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-2 will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Appendix A-2 - Scope of Services
 - 3.1.2 Appendix B-2 - Man Hour Tables

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



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By:



Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Attest:



Attest: _____



**APPENDIX A-2
SCOPE OF SERVICES
Bentonville Municipal Airport
West Taxiway Construction (Construction Phase Services)
Project No. 16041191**

2.1 General

Generally, the scope of services includes construction phase services, materials testing, and closeout services for improvements to Bentonville Municipal Airport. Improvements will consist primarily of the construction of a parallel taxiway on the west side of the airfield.

2.2 Construction Administration Services

During the construction phase of work, GARVER will accomplish the tasks below.

2.2.1 Construction Management Plan

GARVER will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved prior to construction.

2.2.2 Submittals

GARVER will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.2.3 Notice to Proceed & Preconstruction Meeting

GARVER will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.

2.2.4 Progress Meetings

GARVER's Project Manager and Construction Observer will attend weekly progress meetings with the Owner and Contractor. It is expected that 10 meetings will be held on-site. All other meetings will be held via conference call.

2.2.5 Owner Coordination

GARVER will provide daily and weekly progress updates to the Owner. GARVER shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

2.2.6 RFIs

GARVER will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.2.7 Progress Payments

GARVER will review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor. GARVER will prepare requests for monthly and final payments to the Contractor. Quantities of material will be documented based upon actual measurements and computations in a field notebook or computer printouts retained in a folder. These measurements and/or computer printouts will be the basis for payment.

2.2.8 Payroll Reviews

GARVER will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. GARVER will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, GARVER will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated work place.

2.2.9 DBE Compliance

GARVER will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

2.2.10 Audit Package

GARVER will provide the Owner with a monthly audit package containing that month's quantity book, materials testing log, pay estimate, daily and weekly diary entries, materials tickets submitted by the construction staff, etc. This audit package will be delivered in digital format (PDF).

2.2.11 Change Orders

When authorized by the Owner, GARVER will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay GARVER an additional fee to be agreed upon by the Owner and GARVER. For new contract items, GARVER will prepare an engineer's estimate for the proposed work prior to negotiating with the contractor and will conduct a cost analysis after receipt of the contractor's proposal.

2.2.12 Final Inspection

GARVER will participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2.3 On-Site Construction Observation Services

GARVER will provide full-time resident construction observation services for the 250-calendar-day construction contract performance time. The proposed fee is based on approximately 40 hours per week, during the construction contract performance time for the full-time construction observer. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.

During the construction observation period, GARVER's resident construction observer will provide or accomplish the following:

1. As necessary, conduct safety meetings with the Contractor.
2. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
3. Perform intermediate inspections in advance of the final inspection.
4. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
5. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
6. Administer the "Construction Management Plan" prepared by GARVER.
7. Monitor the contractor's conformance to the approved construction safety and phasing plan.
8. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER does not guarantee the performance of the Contractor(s), nor is GARVER responsible for the actual supervision of construction operations. GARVER does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.4 Materials Testing Services

Through a Subconsultant, GARVER shall provide the quality assurance testing for the project as required by

the Plans and Specifications.

2.5 Grant Closeout Services & ALD Update

At the conclusion of construction, GARVER will assist the Owner with project closeout by providing a final construction report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 90 days of the final payment to the Contractor. GARVER will also update the airport's ALD to show the constructed taxiway as "existing" and coordinate the submission of the updated ALD through OEAAA.

GARVER will prepare final record drawings to be provided to the Owner after project completion.

2.6 Project Deliverables

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

1. One hard copy set of Record Drawings to Owner.
2. One hard copy set of Record Drawings to the FAA.
3. Electronic files as requested.

2.7 Extra Work

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

1. Submittals or deliverables in addition to those listed herein.
2. Services after construction, such as warranty follow-up, or operations support.

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



APPENDIX B-2
VBT West Taxiway Construction - CPS
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 34.50
E-2	\$ 37.50
E-3	\$ 43.25
E-4	\$ 48.50
E-5	\$ 65.40
E-6	\$ 82.00
E-7	\$ 108.00
Planners / Environmental Specialist	
P-1	\$ 39.40
P-2	\$ 49.40
P-3	\$ 61.50
P-4	\$ 69.70
P-5	\$ 81.00
P-6	\$ 92.20
Designers	
D-1	\$ 30.60
D-2	\$ 35.80
D-3	\$ 42.50
D-4	\$ 49.40
Technicians	
T-1	\$ 21.20
T-2	\$ 30.20
T-3	\$ 36.80
Surveyors	
S-1	\$ 14.60
S-2	\$ 19.30
S-3	\$ 26.00
S-4	\$ 37.30
S-5	\$ 49.40
S-6	\$ 56.20
2-Man Crew (Survey)	\$ 56.60
3-Man Crew (Survey)	\$ 71.20
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 28.80
C-2	\$ 38.50
C-3	\$ 45.30
C-4	\$ 55.70
Management / Administration	
M-1	\$ 108.00
X-1	\$ 18.70
X-2	\$ 25.40
X-3	\$ 35.40
X-4	\$ 45.10
X-5	\$ 55.40
X-6	\$ 70.00

APPENDIX B-2

BENTONVILLE MUNICIPAL AIRPORT WEST TAXIWAY CONSTRUCTION

CONSTRUCTION ADMINISTRATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50 hr	\$43.25 hr	\$37.50 hr	\$34.50 hr	\$38.50 hr	\$21.20 hr	\$18.70 hr
1. Civil Engineering							
2.2.1 Construction Management Plan	2			4		4	
2.2.2 Submittals	4			8		20	
2.2.3 Notice to Proceed	1			2			
2.2.3 Preconstruction Meeting	4			8	8		
2.2.4 Progress Meetings (10 On-Site)	20			30			
2.2.4 Progress Meetings (25 Conference Call)	13			13			
2.2.5 Owner Coordination	15			15			
2.2.6 RFIs	15			15			
2.2.7 Progress Payments (9 Total)	9			18			
2.2.8 Payroll Reviews	3			6		16	
2.2.9 DBE Compliance	2			4			
2.2.10 Audit Packages (9 Total)	9			18			10
2.2.11 Change Orders	1			2			
2.2.12 Final Inspection & Punchlist	6			10			
Subtotal - Civil Engineering	104	0	0	153	8	40	10
2. Electrical Engineering							
2.2.1 Construction Management Plan	1		2				
2.2.2 Submittals	2		6				
2.2.3 Preconstruction Meeting			6				
2.2.5 Owner Coordination	4		6				
2.2.6 RFIs	2		6				
2.2.12 Final Inspection	6		4				
Subtotal - Electrical Engineering	15	0	30	0	0	0	0

Hours	119	0	30	153	8	40	10
Salary Costs	\$5,771.50	\$0.00	\$1,125.00	\$5,278.50	\$308.00	\$848.00	\$187.00

SUBTOTAL - SALARIES: **\$13,518.00**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$25,989.71**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$737.94
Postage/Freight/Courier	\$150.00
Travel Costs (12 Trips @ \$25/Trip)	\$300.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$1,187.94**

SUBTOTAL: **\$40,695.65**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$6,104.35**

TOTAL FEE: **\$46,800.00**

APPENDIX B-2

**BENTONVILLE MUNICIPAL AIRPORT
WEST TAXIWAY CONSTRUCTION**

ON-SITE CONSTRUCTION OBSERVATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50	\$43.25	\$37.50	\$34.50	\$38.50	\$21.20	\$18.70
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Construction Observation (40 hr/wk; 36 weeks)					1440		
Subtotal - Civil Engineering	0	0	0	0	1440	0	0
2. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	0	0	0	0	1440	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$55,440.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$55,440.00

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$106,588.94**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$102.80
Postage/Freight/Courier	\$0.00
Travel Costs (20mi/wk)	\$390.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$492.80

SUBTOTAL: \$162,521.74

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$24,378.26

TOTAL FEE: \$186,900.00

APPENDIX B-2

**BENTONVILLE MUNICIPAL AIRPORT
WEST TAXIWAY CONSTRUCTION**

GRANT CLOSEOUT AND ALD UPDATE

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50 hr	\$43.25 hr	\$37.50 hr	\$34.50 hr	\$38.50 hr	\$21.20 hr	\$18.70 hr
1. Civil Engineering							
ALD Drafting	1			2		4	
ALD Upload to OEAAA				2			
Final Construction Report	2			8			
Final Reconciliation Change Order	1			4			
FAA Closeout Documents	2			8			
Record Drawings	2			4		20	
Subtotal - Civil Engineering	8	0	0	28	0	24	0
2. Electrical Engineering							
Final Construction Report	1			2			
Subtotal - Electrical Engineering	1	0	0	2	0	0	0

Hours	9	0	0	30	0	24	0
Salary Costs	\$436.50	\$0.00	\$0.00	\$1,035.00	\$0.00	\$508.80	\$0.00

SUBTOTAL - SALARIES: \$1,980.30

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$3,807.32**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$162.38
Postage/Freight/Courier	\$50.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$212.38

SUBTOTAL: \$6,000.00

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$900.00

TOTAL FEE: \$6,900.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GARVER ENGINEERS FOR CONSTRUCTION PHASE
SERVICES RELATED TO THE WEST SIDE TAXIWAY
PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with Garver Engineers for construction phase services for the West Side Taxiway
Project at the Bentonville Municipal Airport, as set forth in the amendment 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 #	17-22
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for the West Side Taxiway construction to Tri Star Construction in the amount of \$2,250,610.67. This construction cost will be covered by the FAA grant recently awarded to the City.

COST TO CITY:

Cost of this Request: \$2,250,611

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





M E M O R A N D U M

DATE: July 14, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Bid Award – West Side Taxiway**

Staff recommends bid award to Tri Star Construction for \$2,250,610.67 for the West Side Taxiway at the Bentonville Municipal Airport. The construction costs will be paid for by the FAA grant that was recently received by the City.



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

June 27, 2017

Mr. Dennis Birge, PE
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Bentonville Municipal Airport
West Parallel Taxiway Pavement Construction
Recommendation of Award

Dear Mr. Birge:

Bids were received for the "West Parallel Taxiway Pavement Construction" project at the City of Bentonville 117 West Central Avenue at 2:00 pm on Tuesday, June 6, 2017. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 5 bids were received on the project. Tri Star Construction submitted the low bid for the project in the amount of \$2,250,610.67 for Schedule 2. The Engineer's Opinion of Probable Cost was \$2,700,000.

Based on Garver's review, we believe that the bid submitted by Tri Star Construction is the lowest qualified bidder and represents a good value for the Bentonville Municipal Airport. Therefore, we request your concurrence in awarding the "West Parallel Taxiway Pavement Construction" contract to Tri Star Construction pending the receipt of an FAA grant offer.

Please call me if you have any questions.

Sincerely,

GARVER

Scott McReynolds, PE
Project Manager

Attachments: Bid Tabulation

**BENTONVILLE MUNICIPAL AIRPORT
WEST TAXIWAY CONSTRUCTION
AS-BID BUDGET - SCHEDULE 2**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	SITE PREPARATION	LS	1	\$106,012.37	\$106,012.37
2	SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	1	\$3,000.00	\$3,000.00
3	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	1	\$1,600.00	\$1,600.00
4	SS-301-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EA	11	\$50.00	\$550.00
5	SS-301-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EA	1	\$240.00	\$240.00
6	SS-305-5.1	DIRECTIONAL BORING, 1-WAY 6" C POLYETHYLENE CONDUIT WITH TWO 2" C INTERIOR CONDUITS	LF	190	\$76.00	\$14,440.00
7	SS-310-5.1	L-858(L) BASE MOUNTED, 2-MODULE GUIDANCE SIGN, INSTALLED	EA	8	\$3,900.00	\$31,200.00
8	SS-310-5.2	L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED	EA	9	\$4,800.00	\$43,200.00
9	SS-310-5.3	L-858(L) BASE MOUNTED, 4-MODULE GUIDANCE SIGN, INSTALLED	EA	3	\$7,100.00	\$21,300.00
10	SS-310-5.4	L-861(T) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EA	116	\$1,150.00	\$133,400.00
11	SS-310-5.5	L-853 ELEVATED RETROREFLECTIVE MARKERS, INSTALLED	EA	0	\$500.00	\$0.00
12	SS-310-5.6	TEMPORARY AIRFIELD LIGHTING	LS	1	\$13,000.00	\$13,000.00
13	SS-407-9.1	AHTD ACHM SURFACE COURSE (1/2") (PG 76-22)	TN	4,400	\$80.67	\$354,948.00
14	P-101-5.1	PAVEMENT REMOVAL	SY	208	\$30.00	\$6,240.00
15	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	32,937	\$6.00	\$197,622.00
16	P-152-4.2	BORROW EXCAVATION	CY	13,415	\$11.75	\$157,626.25
17	P-152-4.3	UNSUITABLE EXCAVATION (SELECT FILL)	CY	1,600	\$20.52	\$32,832.00
18	P-152-4.4	UNSUITABLE EXCAVATION (STONE FILL)	CY	6,100	\$24.00	\$146,400.00
19	P-153-7.1	FLOWABLE FILL	CY	20	\$200.00	\$4,000.00
20	P-156-5.1	TEMPORARY EROSION CONTROL	LS	1	\$21,000.00	\$21,000.00
21	P-209-5.1	CRUSHED AGGREGATE BASE COURSE (12")	SY	19,860	\$12.00	\$238,320.00
22	P-620-5.1a	PAVEMENT MARKINGS WITH REFLECTIVE MEDIA	SF	4,000	\$5.00	\$20,000.00
23	P-620-5.1b	PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA	SF	7,700	\$4.00	\$30,800.00
24	D-701-5.1a	12" REINFORCED CONCRETE PIPE (CLASS III)	LF	126	\$50.00	\$6,300.00
25	D-701-5.1b	12" REINFORCED CONCRETE PIPE (CLASS IV)	LF	374	\$65.00	\$24,310.00
26	D-701-5.1c	15" REINFORCED CONCRETE PIPE (CLASS IV)	LF	248	\$67.00	\$16,616.00
27	D-701-5.1d	18" REINFORCED CONCRETE PIPE (CLASS III)	LF	52	\$70.00	\$3,640.00
28	D-701-5.2	PIPE COLLAR (18" RCP, CLASS III)	EA	1	\$1,000.00	\$1,000.00
29	D-701-5.3a	12" REINFORCED CONCRETE END SECTION	EA	7	\$700.00	\$4,900.00
30	D-701-5.3b	15" REINFORCED CONCRETE END SECTION	EA	4	\$850.00	\$3,400.00
31	D-701-5.3c	18" REINFORCED CONCRETE END SECTION	EA	1	\$900.00	\$900.00



**BENTONVILLE MUNICIPAL AIRPORT
WEST TAXIWAY CONSTRUCTION
AS-BID BUDGET - SCHEDULE 2**

32	D-751-5.1	4.0' X 4.0' STANDARD SINGLE GRATE INLET	EA	1	\$4,500.00	\$4,500.00
33	D-754-5.1	CONCRETE DITCH PAVING	SY	2,020	\$54.00	\$109,080.00
34	T-901-5.1	SEEDING	AC	12.9	\$1,882.00	\$24,277.80
35	T-904-5.1	SODDING	SY	8,300	\$4.00	\$33,200.00
36	L-108-5.1	TRENCHING FOR DIRECT-BURIED CABLE, 18 INCH MINIMUM DEPTH	LF	525	\$3.25	\$1,706.25
37	L-108-5.2	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	19,750	\$1.75	\$34,562.50
38	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	14,750	\$1.85	\$27,287.50
39	L-108-5.4	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	10,750	\$3.25	\$34,937.50
40	L-109-5.1	CONSTRUCTION OF PREFABRICATED CONCRETE VAULT BUILDING AND FOUNDATION, IN PLACE	LS	1	\$120,000.00	\$120,000.00
41	L-109-5.2	INSTALLATION OF PREFABRICATED CONCRETE VAULT BUILDING EQUIPMENT, IN PLACE	LS	1	\$65,000.00	\$65,000.00
42	L-110-5.1	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2"C	LF	425	\$19.50	\$8,287.50
43	L-110-5.2	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY 2"C	LF	75	\$39.00	\$2,925.00
44	L-110-5.3	NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY 2"C	LF	900	\$15.00	\$13,500.00
45	L-110-5.4	NON-ENCASED ELECTRICAL DUCT BANK, 4-WAY 2"C	LF	210	\$23.00	\$4,830.00
46	L-110-5.5	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	10,500	\$9.00	\$94,500.00
47	L-115-5.1	CONCRETE ENCASED ELECTRICAL JUNCTION STRUCTURE L-867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH	EA	12	\$885.00	\$10,620.00
48	L-115-5.2	PRECAST CONCRETE ELECTRICAL HANDHOLE INTERIOR DIMENSIONS 2'L X 3'W X 3'D	EA	2	\$9,800.00	\$19,600.00
49	SP-C-01	OWNER'S PROTECTIVE INSURANCE (ADDITIONALLY INSURED)	LS	1	\$3,000.00	\$3,000.00
TOTAL AS-BID CONSTRUCTION COST - SCHEDULE 2						\$2,250,610.67
ADMINISTRATION EXPENSES						\$2,500.00
ARCHITECTURAL ENGINEERING BASIC FEES						
CONSTRUCTION ADMINISTRATION SERVICES						\$46,800.00
CLOSEOUT SERVICES						\$6,900.00
TOTAL ARCHITECTURAL ENGINEERING BASIC FEES						\$53,700.00
PROJECT INSPECTION FEES						
ON-SITE CONSTRUCTION OBSERVATION SERVICES						\$186,900.00
MATERIALS TESTING SERVICES						\$49,500.00
TOTAL PROJECT INSPECTION FEES						\$236,400.00
TOTAL ESTIMATED PROJECT COST						\$2,543,210.67



**BENTONVILLE MUNICIPAL AIRPORT
WEST TAXIWAY CONSTRUCTION
AS-BID BUDGET - SCHEDULE 2**

NON-AIP ELIGIBLE ITEMS			UNIT	EST. QTY	UNIT PRICE	AMOUNT
10	SS-310-5.4	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EA	2	\$1,150.00	\$2,300.00
13	SS-407-9.1	AHTD ACHM SURFACE COURSE (1/2") (PG 76-22)	TN	45	\$80.67	\$3,630.15
15	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	152	\$6.00	\$912.00
16	P-152-4.2	BORROW EXCAVATION	CY	145	\$11.75	\$1,703.75
21	P-209-5.1	CRUSHED AGGREGATE BASE COURSE (12")	SY	217	\$12.00	\$2,604.00
22	P-620-5.1a	PAVEMENT MARKINGS WITH REFLECTIVE MEDIA	SF	25	\$5.00	\$125.00
23	P-620-5.1b	PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA	SF	50	\$4.00	\$200.00
34	T-901-5.1	SEEDING	AC	0.8	\$1,882.00	\$1,505.60
35	T-904-5.1	SODDING	SY	45	\$4.00	\$180.00
37	L-108-5.2	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	300	\$1.75	\$525.00
38	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	100	\$1.85	\$185.00
39	L-108-5.4	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	LF	100	\$3.25	\$325.00
46	L-110-5.5	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	100	\$9.00	\$900.00
49	SP-C-01	OWNER'S PROTECTIVE INSURANCE (ADDITIONALLY INSURED)	LS	1	\$3,000.00	\$3,000.00
TOTAL NON-AIP ELIGIBLE ITEMS						\$18,095.50
TOTAL ESTIMATED PROJECT COST (AIP-ELIGIBLE)						\$2,525,115.17
PROJECT FUNDING						
Federal Aviation Administration AIP (90%)						\$2,272,603.00
Arkansas Department of Aeronautics (10%)						\$252,512.17
City of Bentonville (Remainder)						\$18,095.50
TOTAL FUNDING						\$2,543,210.67





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with Charles R. Chadwick to act as the Airport Manager for the Bentonville Municipal Airport beginning in August 2017 and ending July 2018 in the amount of \$5,000 per month.

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



M E M O R A N D U M

DATE: July 13, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Charles Chadwick Agreement**

The Electric Department recommends entering into an agreement with Charles R. Chadwick to become the airport manager for the Bentonville Municipal Airport beginning in August 2017 to July 2018 for \$5,000 per month.

Mr. Chadwick is a local attorney with years of FBO management experience and coordination with the FAA. Mr. Chadwick will act as the main point of contact for the users, the FAA, and the City's engineering consultant concerning any maintenance items, new leases, assignments, and monitor any grant the City has received from the FAA or the State. This should streamline communication with all parties and centralize any communication concerning the operations of the Airport.

The agreement states Mr. Chadwick will be available Monday thru Friday during normal business hours and afterhours should any emergencies arise.

The term of this agreement is for 1 year, but there is also the ability to extend the contract for another 3 years.

**AIRPORT MANAGEMENT CONTRACT
BENTONVILLE MUNICIPAL AIRPORT**

AGREEMENT effective _____, 2017, made by and between the City of Bentonville, 117 West Central, Bentonville, AR 72712 ("City"), and Charles R. Chadwick, 2306 N. Hummingbird Lane, Fayetteville, AR 72703 ("Airport Manager").

WITNESSETH,

WHEREAS, the City owns and operates the Bentonville Municipal Airport, which provides general aviation services to the public at large; and

WHEREAS, as required by the Federal Aviation Administration ("FAA"), the City has established the Airport Manager position, which duties and responsibilities include assistance in the development of goals, objectives and priorities for the Airport as overseen by the City Administration, and provides for the compliance with all local, state and federal regulations which pertain to the operation and maintenance of the Bentonville Municipal Airport; and

WHEREAS, Airport Manager has provided sufficient proof that he has the qualifications, experience, and ability to perform the functions of Airport Manager and has been chosen to provide the identified services at the Airport in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

1. SERVICES TO BE PROVIDED. Airport Manager is hereby engaged by City to perform the following services at the Airport, together with such other incidental services as are reasonably and necessarily related to the services itemized below:

1.1 *Security.* Airport Manager shall provide periodic condition and security inspections of all City owned and privately owned buildings on the Airport site for needed repairs and/or security corrections. Airport Manager will help the City to develop, coordinate and implement an Airport Security Plan in accordance with guidelines set forth by the Office of Homeland Security and FAA. Additionally, Airport Manager will help the City to develop an emergency action plan for the Airport in conjunction with local police and fire agencies.

1.2 *Maintenance.*

- a) Airport Manager shall monitor and report on the condition of Airport buildings, airfield, fuel pumps, and other facilities.
- b) Airport Manager will notify the Mayor, or his designee, of any major maintenance item or issue within a reasonably prompt and prudent timeframe.
- c) It will be the City's responsibility to provide for the mowing and maintenance of the grass, the removal of weeds, and the removal of snow.

1.3 *Information.* Airport Manager shall supply information to users of the Airport concerning the Airport. Additionally, Airport Manager shall attend Airport Advisory Board meetings and such other special meetings as directed by the City Transportation Engineer; he shall brief board members and others on activities and programs at the Airport. Airport Manager will, in conjunction with the City, help coordinate and develop concepts and activities designed to promote increased general Airport usage, Airport Revenue and increased community awareness of the Airport.

1.4 *Hangar and Land Leases.* Airport Manager shall maintain the current list of land leases and hangar leases on the Airport, coordinate with City of Bentonville Finance and

Accounting to ensure billing accuracy, and prepare any new leases or assignments for City Council.

1.5 *Entry Gate(s)*. Airport Manager shall establish and maintain procedures in cooperation with City staff, including controls, for the issuance of gate access cards to all users of the Airport. He shall also maintain records and complete annual accounting of all gate access cards in June of each year.

1.6 *Notices to Airmen*. Airport Manager, in conjunction with the FBO operator, shall oversee composing and timely sending of NOTAMS (Notices to Airmen) regarding Airport facilities and conditions, as may be required from time to time.

1.7 *Association*. Airport Manager shall develop and maintain an effective working relationship with the FAA, Arkansas Aeronautics Board, the City, and adjacent Airport managers.

1.8 *Inspections and Reports*. Airport Manager shall conduct inspections to ensure compliance with City, State and Federal regulations. He shall ensure that all necessary reports and records are maintained and transmitted in a timely manner to the appropriate authority.

1.9 *Legal Review and Consultant Services*. Airport Manager is a licensed attorney with experience in aviation law. Airport Manager shall provide legal services and advice regarding airport matters, including but not limited to contract and lease review, promulgation of airport rules and regulations, grant requirements and assurances, and other legal documents. Airport Manager shall coordinate with the Staff Attorney regarding legal matters. The provision of outside counsel services shall not include serving as counsel in litigation, unless otherwise agreed between the City and Airport Manager.

1.10 *FAA and State Grants.* Airport Manager shall oversee grant applications for improvements to airport, working with the City's airport engineering consultant, City staff and City grant consultants. Once grants are awarded, in conjunction with City's airport engineering consultant, Airport Manager will oversee the grant until closeout or until this contract ends.

2. **RECORDS AND INSPECTION.** Airport Manager shall maintain such records concerning operations under this Agreement as City may require from time to time and shall make such reports to City, both oral and written, as City shall require, but in any event, no less than quarterly. City shall have the right at reasonable times, during normal business hours, to examine and inspect the records required under this paragraph, and to make copies thereof.

3. **INDEPENDENT CONTRACTOR STATUS.** Airport Manager shall be deemed to be with respect to the parties' respective rights and obligations under this Agreement, an independent contractor for all purposes.

3.1 *Insurance.* Airport Manager shall carry his own Liability Insurance, Health Insurance and Workers Compensation Insurance.

3.2 *Responsibility.* Except as otherwise expressly provided in this Agreement, neither party shall have the right to act for the other in any manner or degree or to incur obligations or debts that will be binding on the other and neither party will be responsible for the obligations or expenses of the other. Each party shall hold the other harmless with respect to that party's obligations and responsibilities under this Agreement.

3.3 *Equipment.* Airport Manager shall provide his own work equipment (computer, cellular or smart phone, etc.) and shall provide his own transportation to and from the work site and in/around Northwest Arkansas in furtherance of his work.

City shall provide Airport Manager with sufficient office space, either at the Municipal Complex or at the Municipal Airport. This office shall be furnished at the City's expense, consistent with standard office requirements.

4. STANDARD OF PERFORMANCE. The following standards shall apply to Airport Manager's performance under this Agreement.

4.1 *Laws and Regulations.* Airport Manager shall comply with all applicable laws, ordinances, rules and regulations of all governing authorities, including rules and regulations promulgated and modified from time to time by City concerning the operation of the Airport, rules and regulations of the FAA, FCC and other governing authorities, and the laws of the State of Arkansas.

4.2 *Hours of Operation.* Airport Manager, or designee, shall be available by phone or in person during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays and outside such normal hours, shall be available by phone in case of an emergency.

4.3 *Confidentiality.* Airport Manager shall execute any confidentiality agreement that may be required related to confidential or sensitive information connected to his work.

5. COMPENSATION. As compensation for Airport Manager's services under this Agreement, City shall pay to Airport Manager the sum of \$5,000 per month. City shall make these payments on a 1099 basis pursuant to invoice.

6. TERM. The term of this Agreement shall be for one year, beginning August 1, 2017 and continuing until July 31, 2018, unless terminated earlier pursuant to additional terms contained herein. If City is satisfied with Airport Manager's performance, the City may enter into a three year renewal option upon agreeable terms between the parties.

7. NOTICES. Any notice required or permitted under this Agreement shall be given when actually delivered or when deposited with postage prepaid in the United States mail, as certified or registered mail, addressed as follows:

CITY:
Mayor
117 West Central
Bentonville, Arkansas 72712

AIRPORT MANAGER:
Charles R. Chadwick
2306 N. Hummingbird Lane
Fayetteville, AR 72703

or to such other address as may be specified from time to time by either of the parties in writing.

8. ALTERATIONS OF IMPROVEMENTS. Airport Manager shall not make any alterations or improvements to any of the buildings or facilities at the Airport without first obtaining City's written permission.

9. RESTRICTION ON TRANSFER. This Agreement is personal between the parties and shall not be assigned by Airport Manager without the prior written consent of the City.

10. NON-DISCRIMINATION. Airport Manager, in the operation and use of the premises and facilities of the Airport shall not, on the grounds of race, color, national origins, sex or disability discrimination or permit discrimination against any person or group of persons in any manner prohibited by applicable law.

11. TERMINATION OF AGREEMENT.

11.1 *Notice of Termination.* Either party, upon 120 days written notice to the other, may terminate this Agreement. In case of a material breach of this contract which jeopardizes public safety or the City's property, or if the Airport Manager engages in conduct which, without limitation, includes insubordination, dishonesty, fraud, a serious dereliction of duty, criminal

activity, acts of moral turpitude, or a conviction, or a plea of guilty or *nolo contendere* to a high misdemeanor or a felony, the contract may be terminated without notice.

11.2 *Remedies*. Any claim for damages or other relief resulting from a parties' breach of this Agreement shall survive termination of this Agreement.

11.3 *Waiver*. A parties' election not to terminate this Agreement or not to pursue any remedies available on account of the breach by the other shall not be construed as a waiver, nor shall it preclude the party from terminating this Agreement or pursuing any available remedies for any similar, subsequent breach of the Agreement.

11.4 *Costs and Attorney Fees*. In the event any action or proceeding is commenced to declare, enforce, or obtain any remedy as a result of any breach or default by either party under this Agreement, the prevailing party shall be entitled to recover, in addition to its cost and disbursements, its reasonable attorney fees incurred in prosecuting the action or proceedings, including any such fees incurred on appeal.

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

Owner:

Consultant:

City of Bentonville, Arkansas

By: _____
Bob McCaslin, Mayor

Charles R. Chadwick

Attest: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
CHARLES R. CHADWICK FOR LEGAL AND
PROFESSIONAL SERVICES ASSOCIATED WITH THE
BENTONVILLE MUNICIPAL AIRPORT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Charles R. Chadwick for Legal and Professional Services associated with the Bentonville Municipal Airport, as set forth in the contract 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 #	17-22
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for the 8th St. overhead electric relocation to BBC Electric in the amount of \$2,603,010.60.

COST TO CITY:

Cost of this Request: \$2,603,011

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: July 14, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Bid Award – 8th St OH Relocation

The Electric Department recommends bid award to BBC Electric for \$2,603,010.60 for the 8th St. overhead electric relocation. This relocation will allow the future road expansion of 8th St.

23.85% of this project (\$620,818.03) will be reimbursable from the AHTD as part of the partnership for the total construction of the 8th St.

As the overhead relocation is taking place, Cox Communication and ATT will also be relocating underground.

BID/RFP RECOMMENDATION		
Project No.:	94864	
Project Name:	8th Street OH & UG Electric Relocation	
Package No./Name:	17-10 - T-Line Electrical Construction	
BASIS OF RECOMMENDATION		
Lowest Evaluated Cost:	☒	
Sole Source:	☐	
Lead Time/Delivery:	☐	
Only Technically Acceptable Supplier:	☐	
Other (Please Explain):	☐	
Recommended Supplier/Subcontractor:	BBC Electrical Services, Inc.	
PRICE CONSIDERATION		
BBC Electrical Services, Inc. was the lowest evaluated price.		
TECHNICAL EVALUATION		
BBC Electrical Services, Inc. was a technically compliant bidder. BBC Electrical Services, Inc. plans to utilize Central Caisson as their foundation Subcontractor.		
COMMERCIAL EVALUATION		
BBC Electrical Services, Inc. is a commercially compliant bidder. BBC Electrical Services, Inc. State Contractor License No. is 0205440518		
SUMMARY AND RECOMMENDATION		
It is our recommendation to award this package to BBC Electrical Services, Inc.		
ACCEPTANCE AND APPROVAL		
Procurement Approval:		07/13/17 Date
Engineering Approval:		07/13/17 Date
Project Manager Approval:		07/13/17 Date
City of Bentonville (Client)		Date

Project No.:94864				
Bentonville 8th Street OH & UG Relocation				
17-10-T-Line Electrical Construction				
Budget:	\$	-		
Bidder's Name-->	BBC Electrical Services, Inc.	#1	#2	#3
Bidder's Contact Information-Name-->	Bryan Simpson		Hutton Contracting Co., Inc.	0
Bidder's Contact Information-Phone-->			Marlan Wahl	0
Quote/Proposal No.-->				
Date-->	6-Jul-17		10-Jul-17	
Price Breakdown Specified				
Base Requirements Specified				
1-Electrical Construction Pricing Summary	\$	2,603,011	\$	4,301,045
2-Taxes	\$	2,603,011	\$	4,301,045
Alternates Specified				
A-				
B-				
Total Alternates Selected (marked with an "X")	\$	-	\$	-
Supplier Provided Options				
Bond if required				
Total Supplier Provided Options Selected (marked with an "X")	\$	-	\$	-
Commercial Adjustments				
CA1-				
CA2-				
Total Commercial Adjustment Amount	\$	-	\$	-
Technical Adjustments				
TA1-				
TA2-				
Total Technical Adjustment Amount	\$	-	\$	-
PRICING SUMMARY				
Total Evaluated Amount	\$	2,603,011	\$	4,301,045
Over/Under Base Amount		BASE	\$	1,698,035
Over/Under Budgeted Amount	\$	2,603,011	\$	4,301,045
Ranking		1		2

COMMERCIAL BID TAB
17-10 - T-Line Electrical Construction

	ITEM	SPECIFIED	BBC Electrical Services, Inc.	Huton Contracting Co., Inc.	0
1	QUOTE REFERENCE	Quote No. Received by Procurement			
2	FIRM PRICE VALIDITY	120 Days	10-Jul-17 120 Days	10-Jul-17 120 Days	
3	PAYMENT TERMS	Subcontractor's Work shall be made no later than seven (7) days after receipt by Contractor of payment from Owner for such Subcontractor's Work.	No Exceptions	No Exceptions	
4	SCHEDULE	Schedule provided in RFP	No Exceptions	No Exceptions	
5	Bonds	Performance and Payment Bonds	Not Included. Add 1% to all costs if bond is required.	Not Included	
9	TAXES				
10	Subcontract Terms				
11	OTHER COMMERCIAL EXCEPTIONS AND/OR CLARIFICATIONS				

BEUD DS NO.	DESCRIPTION
DS-110	Single Phase Flat Construction Double Deadend (A8)
DS-329	Three Phase Large Conductor Flat Construction Tangent (C9-L)
DS-331	Three Phase Large Conductor Flat Construction Double Deadend (C9-L-DDE)
DS-339	Three Phase Large Conductor Corner Deadend Flat Construction (C9-DE/C9-DE)
DS-343	Double Circuit Crossarm Double Deadend (DC-C8)
DS-501	Guy Attachment Assembly on Bracket 10' Strain Insulator for Phase
DS-502	Guy Attachment Assembly on Deadend Crossarm 10' Strain Insulator for Phase
DS-507	Single Bolt Guy Attachment Assembly for Single Phase - 3' Strain Insulator
DS-510	Screw in Anchor - PISA
DS-610	Three Phase Arrester Assembly
DS-625	Three Phase GOAB on Three Phase Single Circuit
DS-630	Three Phase GOAB on Double Circuit Top to Bottom
DS-631	Three Phase GOAB on Double Circuit Top to Top
DS-730	Single Phase Transformer on Three Phase Tangent Pole
DS-735	Single Phase Transformer on Three Phase Deadend Pole
DS-750	Three Phase Transformer Bank on Three Phase Tangent Pole
DS-801	Double Circuit Tangent - Flat
DS-802	Double Circuit Deadend - Flat
DS-803	Double Circuit Tangent, Single Phase Tap - Flat
DS-804	Double Circuit Tangent Top, Double Deadend Bottom - Flat
DS-805	Double Circuit Double Deadend Top, Tangent Bottom - Flat
DS-806	Double Circuit Double Deadend - Flat
DS-807	Double Circuit Tangent, Top Circuit Tap - Flat
DS-808	Double Circuit Tangent, Double Circuit Crossing - Flat
DS-809	Double Circuit Tangent, Bottom Circuit Tap - Flat
DS-810	Double Circuit Tangent, Double Circuit Tap - Flat
DS-811	Double Circuit Double Deadend Top, Deadend Bottom - Flat
DS-812	Double Circuit Corner Deadend - Flat
DS-813	Underbuild Double Circuit Double Deadend - Flat
DS-814	Underbuild Double Circuit Double Deadend, Double Circuit Tap - Flat
DS-815	Underbuild Double Circuit Double Deadend, Double Circuit Crossing - Flat
DS-816	Underbuild Double Circuit Double Deadend, Top Circuit Tap - Flat
DS-818	Underbuild Double Circuit Double Deadend Top/ Tangent Bottom - Flat
DS-819	Underbuild Double Circuit Tangent Top/ Double Deadend Bottom - Flat
DS-820	Underbuild Double Circuit Tangent - Flat
DS-821	Underbuild Double Circuit Tangent, Double Circuit Crossing - Flat
DS-822	Double Circuit Double Deadend - Flat (1 Neutral)
DS-823	Double Circuit Double Deadend, Double Circuit Tap - Flat
DS-824	Double Circuit Tangent, Top Circuit Crossing - Flat
DS-1312	Single Phase Bottom Feed on Single Phase Deadend Pole
DS-1322	Single Phase Underground Takeoff on Three Phase Flat Construction Pole
DS-1332	Three Phase Underground Takeoff on Three Phase Flat Construction Pole
DS-1365	750 Underground Takeoff with Disconnect Switches
DS-1370	Underground Secondary Takeoff on Pole with Transformer
DS-1371	Underground Secondary on Pole Without Transformer
8' X-ARM CONV.	8' Crossarm for Structure Framing Reconfiguration
69CDE	69kV - Single Circuit Corner Deadend 85-95 Deg.
69RA	69kV - Single Circuit Running Angle 15-25 Deg.
69TAN	69kV - Single Circuit Tangent
30/3	Wood Pole - Class 3, 30' Height

40/3	Wood Pole - Class 3, 40' Height
45/1	Wood Pole - Class 1, 45' Height
50/1	Wood Pole - Class 1, 50' Height
45/H1	Wood Pole - Class H1, 45' Height
50/H1	Wood Pole - Class H1, 50' Height
55/H1	Wood Pole - Class H1, 55' Height
75/H1	Wood Pole - Class H1, 75' Height
80/H1	Wood Pole - Class H1, 80' Height
45/H2	Wood Pole - Class H2, 45' Height
50/H2	Wood Pole - Class H2, 50' Height
55/H2	Wood Pole - Class H2, 55' Height
75/H2	Wood Pole - Class H2, 75' Height
80/H2	Wood Pole - Class H2, 80' Height
85/H2	Wood Pole - Class H2, 85' Height
95/H2	Wood Pole - Class H2, 95' Height
95/H3	Wood Pole - Class H3, 95' Height
Steel Pole	MAXX-12.5-YY, 60' Height (Pole #21 & 23)
Steel Pole	MAXX-12.5-YY-ZZ, 50' Height (Pole #28)
Steel Pole	MAXX-12.5-YY-ZZ, 55' Height (Pole #71-N1 & 71-S1)
Steel Pole	MAXX-69-YY-DE, 90' Height (Pole #47)
Steel Pole	MSC-12.5-YY-ZZ, 45' Height (Pole #22-N1)
Steel Pole	MSC-12.5-YY-ZZ, 50' Height (Pole #25-N1)
Steel Pole	TSX-12.5-YY-ZZ, 60' Height (Pole #24)
Steel Pole	TSX-69-YY-ZZ, 75' Height (Pole #54)
Steel Pole	TSX-69-YY-ZZ, 80' Height (Pole #41, 42, 43 & 44)
Steel Pole	TSX-69-YY-ZZ, 85' Height (Pole #46 & 56)
Steel Pole	TSX-69-YY-ZZT, 80' Height (Pole #45)
Steel Pole	TXX-12.5-YY-ZZ, 50' Height (Pole #6 & 29)
Steel Pole	TXX-12.5-YY-ZZ, 55' Height (Pole #26)
Steel Pole	MAXX-69-YY-DDE, 80' Height (Pole #48)
Steel Pole	RSR-12.5-YY, 40' Height (Pole #74)
Steel Pole	STR27-12.5-YY, 45' Height (Pole #27)
Steel Pole	STR4-12.5-YY, 50' Height (Pole #4)
Steel Pole	TD-XX-12.5-YY, 55' Height (Pole #71)
Steel Pole	TD-XX-69-YY, 65' Height (Pole #61)
Steel Pole	TD-XX-69-YY-ZZ, 65' Height (Pole #40)
Steel Pole	TERM-12.5-YY, 40' Height (Pole #30 & 31)
Steel Pole	TERM-12.5-YY, 45' Height (Pole #14 & 15)
Steel Pole	TSX-69-YY, 70' Height (Pole #1)
Steel Pole	TS-XX-12.5-YY, 45' Height (Pole #12)
Steel Pole	TS-XX-12.5-YY, 50' Height (Pole #25)
Drilled Shaft Foundation	Pole #1
Drilled Shaft Foundation	Pole #4
Drilled Shaft Foundation	Pole #12
Drilled Shaft Foundation	Pole #14
Drilled Shaft Foundation	Pole #15
Drilled Shaft Foundation	Pole #25
Drilled Shaft Foundation	Pole #27
Drilled Shaft Foundation	Pole #30
Drilled Shaft Foundation	Pole #31
Drilled Shaft Foundation	Pole #40
Drilled Shaft Foundation	Pole #48
Drilled Shaft Foundation	Pole #61
Drilled Shaft Foundation	Pole #71
Drilled Shaft Foundation	Pole #74

Overhead	OH Conductor - 69 kV, 477 kcmil 26/4 ACSR "Hawk"
Overhead	OH Conductor - 69 kV, 397.5 kcmil 26/7 ACSR "Ibis"
Overhead	OH Conductor - 12 kV, 477 kcmil 18/1 ACSR "Pelican"
Overhead	OH Conductor - Secondary Service
Overhead	OHGW, 3/8" EHS Steel
Underground	UG Pad Mount Transformer
Underground	UG Primary Junction Box
Underground	UG Secondary Junction Box
Underground	UG Conduit, 4" Diameter
Underground	UG Conduit, 3" Diameter
Underground	UG Conduit, 2" Diameter
Underground	Boring of 8th Street in 12 Separate Locations
Misc.	Removal of Existing Facilities
Misc.	Removal of Trees in Easement
Misc.	Property Repair
Misc.	Mobilization / Demobilization
Misc.	Contingency
Misc.	Project Management
Misc.	General Conditions
TOTAL	

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Exceptions:

Pricing is based rock socket length per Foundations drawings. Any changes in rock socket quantities shall be |

QTY	BBC		Hutton		
	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	
1	195.00	195.00	600.00	600.00	-405.00
3	195.00	585.00	650.00	1,950.00	
7	325.00	2,275.00	1,400.00	9,800.00	
1	455.00	455.00	2,800.00	2,800.00	
1	650.00	650.00	3,200.00	3,200.00	
5	65.00	325.00	450.00	2,250.00	
2	65.00	130.00	350.00	700.00	
2	65.00	130.00	400.00	800.00	
9	130.00	1,170.00	400.00	3,600.00	
10	195.00	1,950.00	300.00	3,000.00	
5	1,560.00	7,800.00	3,600.00	18,000.00	
1	1,690.00	1,690.00	4,000.00	4,000.00	
6	1,560.00	9,360.00	3,800.00	22,800.00	
12	390.00	4,680.00	1,050.00	12,600.00	
7	390.00	2,730.00	1,050.00	7,350.00	
1	1,170.00	1,170.00	2,650.00	2,650.00	
30	260.00	7,800.00	1,200.00	36,000.00	
1	390.00	390.00	2,000.00	2,000.00	
1	455.00	455.00	1,800.00	1,800.00	
2	520.00	1,040.00	1,850.00	3,700.00	
4	650.00	2,600.00	1,850.00	7,400.00	
5	650.00	3,250.00	2,800.00	14,000.00	
1	650.00	650.00	2,200.00	2,200.00	
1	780.00	780.00	4,000.00	4,000.00	
1	520.00	520.00	2,200.00	2,200.00	
1	910.00	910.00	4,000.00	4,000.00	
1	650.00	650.00	2,400.00	2,400.00	
3	1,040.00	3,120.00	5,600.00	16,800.00	
3	650.00	1,950.00	3,300.00	9,900.00	
1	1,040.00	1,040.00	6,200.00	6,200.00	
1	1,040.00	1,040.00	6,200.00	6,200.00	
1	845.00	845.00	3,950.00	3,950.00	
2	520.00	1,040.00	2,000.00	4,000.00	
1	520.00	520.00	2,000.00	2,000.00	
13	260.00	3,380.00	1,300.00	16,900.00	
1	1,040.00	1,040.00	5,500.00	5,500.00	
2	650.00	1,300.00	2,600.00	5,200.00	
1	1,040.00	1,040.00	5,200.00	5,200.00	
1	780.00	780.00	2,700.00	2,700.00	
2	520.00	1,040.00	1,350.00	2,700.00	
11	520.00	5,720.00	1,600.00	17,600.00	
5	780.00	3,900.00	3,600.00	18,000.00	
1	1,560.00	1,560.00	3,400.00	3,400.00	
19	520.00	9,880.00	700.00	13,300.00	
1	520.00	520.00	600.00	600.00	
12	130.00	1,560.00	2,000.00	24,000.00	
2	520.00	1,040.00	6,250.00	12,500.00	
2	390.00	780.00	1,550.00	3,100.00	
22	390.00	8,580.00	1,550.00	34,100.00	
4	1,430.00	5,720.00	1,185.00	4,740.00	

1	1,690.00	1,690.00	1,235.00	1,235.00
7	1,690.00	11,830.00	1,385.00	9,695.00
4	1,690.00	6,760.00	2,120.00	8,480.00
1	1,690.00	1,690.00	2,120.00	2,120.00
12	1,690.00	20,280.00	2,320.00	27,840.00
5	1,950.00	9,750.00	2,370.00	11,850.00
2	2,210.00	4,420.00	3,070.00	6,140.00
1	2,210.00	2,210.00	3,470.00	3,470.00
3	1,690.00	5,070.00	2,164.00	6,492.00
2	1,690.00	3,380.00	2,364.00	4,728.00
3	1,820.00	5,460.00	2,564.00	7,692.00
4	2,210.00	8,840.00	3,264.00	13,056.00
2	2,210.00	4,420.00	3,664.00	7,328.00
1	2,210.00	2,210.00	3,864.00	3,864.00
1	2,470.00	2,470.00	4,767.00	4,767.00
1	2,470.00	2,470.00	5,364.00	5,364.00
2	8,690.00	17,380.00	24,816.00	49,632.00
1	8,630.00	8,630.00	24,326.00	24,326.00
2	8,760.00	17,520.00	27,510.00	55,020.00
1	11,700.00	11,700.00	29,540.00	29,540.00
1	8,430.00	8,430.00	24,016.00	24,016.00
1	8,430.00	8,430.00	22,542.00	22,542.00
1	8,690.00	8,690.00	24,850.00	24,850.00
1	8,820.00	8,820.00	24,420.00	24,420.00
4	8,950.00	35,800.00	25,917.00	103,668.00
2	8,950.00	17,900.00	26,610.00	53,220.00
1	9,150.00	9,150.00	26,610.00	26,610.00
2	7,800.00	15,600.00	18,700.00	37,400.00
1	7,950.00	7,950.00	19,700.00	19,700.00
1	2,080.00	2,080.00	7,200.00	7,200.00
1	1,560.00	1,560.00	6,100.00	6,100.00
1	1,560.00	1,560.00	4,500.00	4,500.00
1	1,560.00	1,560.00	9,000.00	9,000.00
1	1,690.00	1,690.00	8,000.00	8,000.00
1	1,820.00	1,820.00	9,600.00	9,600.00
1	1,820.00	1,820.00	9,600.00	9,600.00
2	1,560.00	3,120.00	8,250.00	16,500.00
2	1,560.00	3,120.00	7,600.00	15,200.00
1	1,950.00	1,950.00	10,000.00	10,000.00
1	1,560.00	1,560.00	7,600.00	7,600.00
1	1,560.00	1,560.00	7,400.00	7,400.00
1	30,600.00	30,600.00	48,100.00	48,100.00
1	14,700.00	14,700.00	40,200.00	40,200.00
1	20,000.00	20,000.00	42,150.00	42,150.00
1	23,600.00	23,600.00	44,900.00	44,900.00
1	23,600.00	23,600.00	44,900.00	44,900.00
1	17,000.00	17,000.00	42,150.00	42,150.00
1	21,800.00	21,800.00	37,600.00	37,600.00
1	22,800.00	22,800.00	43,025.00	43,025.00
1	26,400.00	26,400.00	43,025.00	43,025.00
1	28,100.00	28,100.00	48,100.00	48,100.00
1	28,200.00	28,200.00	57,300.00	57,300.00
1	33,800.00	33,800.00	66,037.00	66,037.00
1	27,600.00	27,600.00	63,925.00	63,925.00
1	22,400.00	22,400.00	57,750.00	57,750.00

11,082	3.50	38,787.00	5.00	55,410.00
359	3.50	1,256.50	10.00	3,590.00
125,365	3.70	463,850.50	4.65	582,947.25
35	5.50	192.50	3.50	122.50
3,814	3.25	12,395.50	2.50	9,535.00
24	520.00	12,480.00	2,950.00	70,800.00
4	390.00	1,560.00	3,000.00	12,000.00
16	390.00	6,240.00	1,250.00	20,000.00
2379	5.00	11,895.00	17.50	41,632.50
6236	4.80	29,932.80	17.00	106,012.00
114	4.70	535.80	17.00	1,938.00
Lump Sum	23,400.00	23,400.00	24,000.00	24,000.00
Lump Sum	410,700.00	410,700.00	664,693.00	664,693.00
Lump Sum	109,000.00	109,000.00	476,850.00	476,850.00
Lump Sum	105,600.00	105,600.00	92,484.00	92,484.00
Lump Sum	181,000.00	181,000.00	28,750.00	28,750.00
Lump Sum	230,000.00	230,000.00	230,000.00	230,000.00
Lump Sum	193,500.00	193,500.00	51,089.00	51,089.00
Lump Sum	26,000.00	26,000.00	25,875.00	25,875.00
		2,603,010.60		4,301,045.25

billed at \$700/Yd3



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of a budget adjustment in the amount of \$15,000.00 for replacement of the library's lighting control panel.

COST TO CITY:

Cost of this Request: \$15,000

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	15,000
Remaining After Adjustment	\$ 15,000

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





TO: Bentonville City Council
FROM: Hadi Dudley, Library Director
SUBJECT: Budget adjustment to replace BPL's lighting control panel
CC: Mayor Bob McCaslin
DATE: July 17, 2017

On July 3, 2017, Bentonville Public Library's lighting control panel for the facility failed and required immediate service. It seems that a wire shorted out which completely grounded the entire system. Many of the switches in the panel appear burned.

- For operational purposes, the electrician provided a temporary work around, and the library was open to patrons for a few hours with minimal lighting the morning of July 3.
- Currently, to turn facility lights off or on, staff must flip several switches in the main breaker box in the mechanical room.
- After troubleshooting, review of the damaged panel and researching available systems, the electrician performing the work determined that full replacement of the existing system is required.
- Since the library's system is more than ten years old, replacement components are not available for the existing lighting control panel.

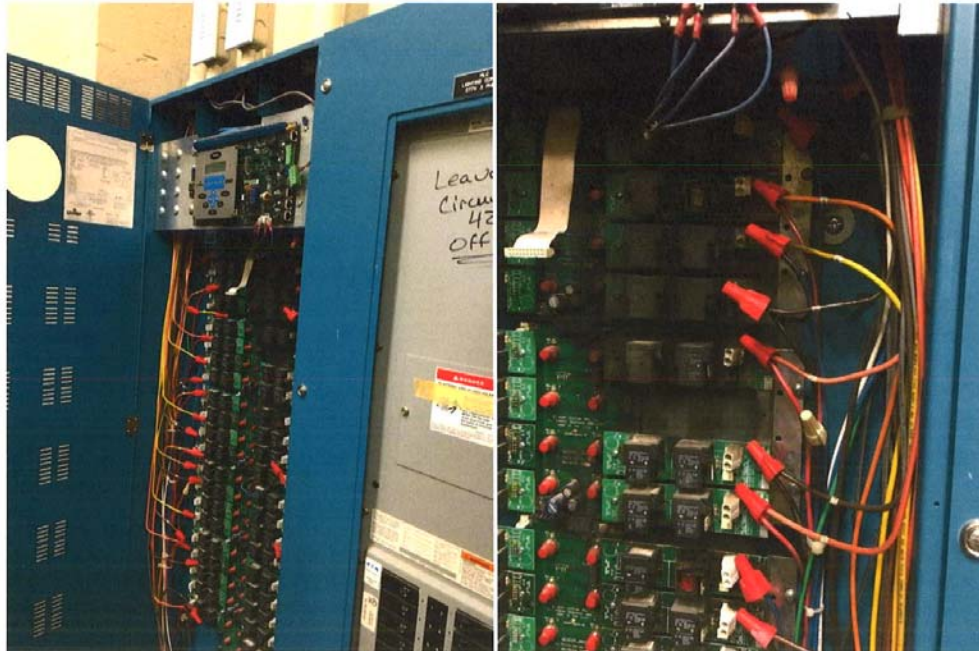
BPL is collecting professional quotes from local electric companies to completely and immediately replace the library's lighting control system.

- The cost for control panel removal and replacement includes programing, labor, installation during "off-hours" and tax, which is estimated not-to-exceed \$15,000.00.

In order to return BPL to normal operations quickly, we anticipate scheduling work as soon as possible. Therefore, I respectfully request City Council approve a budget adjustment in the amount of \$15,000.00.

Sincerely,
Hadi S. Dudley, Library Director

Photographs of Library Lighting Control Panel





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with WER Architects and Planners to provide professional services related to the design and construction of a Police/Fire/EMS Communications Center located on the existing grounds of the main police department facility at 908 SE 14th Street, in an amount equal to 8.5% of construction costs. See attached Memo for additional details.

COST TO CITY:

Cost of this Request: \$637,500

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ Bond Funds
Funds Expended to Date	
Remaining Budget	#VALUE!
Budget Adjustment	-
Remaining After Adjustment	\$ #VALUE!

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





POLICE DEPARTMENT

908 SE 14TH STREET
BENTONVILLE, AR 72712
479-271-3173 FAX 479-271-3187
www.bentonvillear.com

MEMORANDUM

To: Mayor McCaslin and City Council
From: Chief Jon Simpson
Date: July 25, 2017
Subject: WER Architects/Planners: Contract for Design Work for Police/Fire/EMS Communications Center

August 9th, 2016, the City Council approved the Capital Improvement Plan that included considerations for funding an additional police facility (then estimated at \$6,042,500 and 24,170 square feet) utilizing general fund revenues, bonds, and impact fees.

March 14th, 2017, the City Council approved the issuance of the remaining Capital Bond proceeds for this new police facility.

Currently, the City of Bentonville faces many upcoming challenges related to public safety. These challenges are the direct result of an expanding city population and an increasingly growing number of calls for police services. Simply stated, more residents, more businesses, and more activities and events create more calls for services. These additional calls for service and community responsibilities have created the need for additional staff members to maintain the quality of public safety services we provide. Another result of this prosperity and growth is the need for expanded police facilities, particularly a Police/Fire/EMS Communications Center.

Our current main facility was built in 1995 and received a building addition in 2008 for the Criminal Investigation Division. The additional facility as proposed would be constructed on existing grounds and be centered upon a severe weather resistant Police/Fire/EMS Communications Center that would also include a City Emergency Operations Center (EOC). Additionally, the facility would provide a new headquarters for the Criminal Investigation Division and include a multi-use space suitable for vehicle storage, vehicle processing, and various training needs. Several areas within our existing police facility, including the existing Communications Center, can be repurposed with minimal modification. These repurposed areas will further contribute to a facilities solution that will support our community for many years into the future. Please see attached graphs and illustrations that support these comments and provide additional details and data.

In consideration of the above, City Council approval is sought to enter into an agreement with WER Architects/Planners to provide design services for the construction of the

Bentonville Police/Fire/EMS Communications Center, to include facilities as previously described located on the existing grounds of the main police facility at 908 SE 14th Street at a cost not to exceed 8.5% of the project cost. Preliminary engineering services with CEI and preconstruction management services with Nabholz will also be contracted, but will not exceed \$20,000 each.

Previously contracted conceptual work on this project by WER Architects/Planners, in coordination with Nabholz, has confirmed the feasibility of the project and has also developed a cost opinion for the entire project to include site improvements, construction and design fees and other costs. The cost opinion as presented by Nabholz is \$7,500,000 to \$8,500,000. The total project will be funded with bond monies, impact fees and set asides. At the conclusion of pre-construction services, a construction phase contract with a guaranteed maximum price will be brought forward for council approval.

Thank you for your consideration of this request.

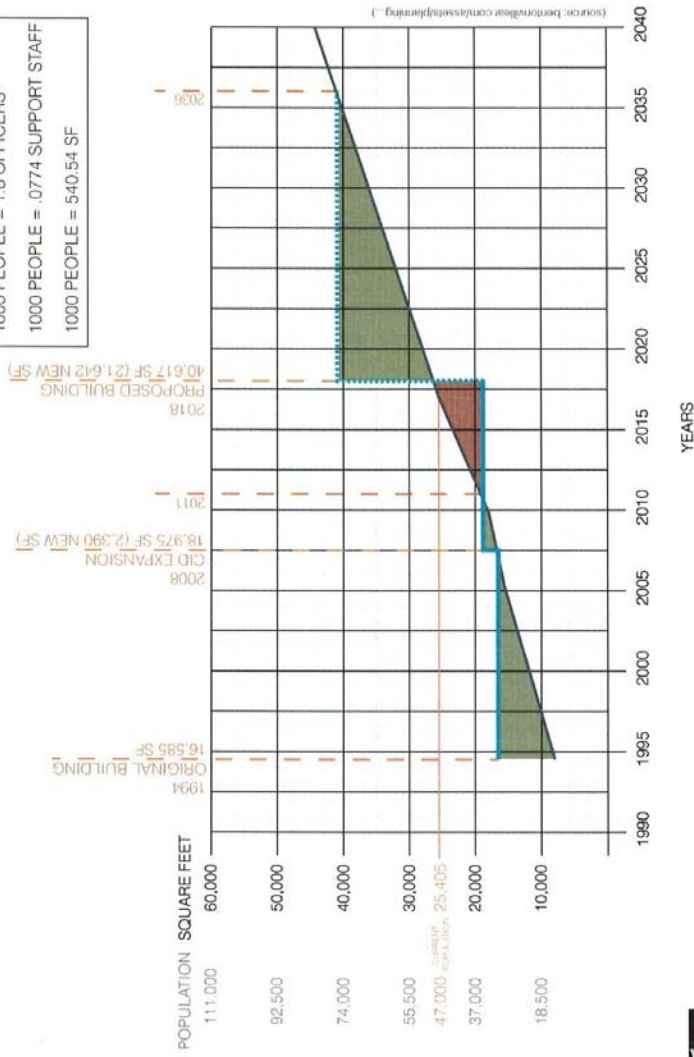
CITY OF BENTONVILLE
EMERGENCY COMMUNICATIONS CENTER



*2016 reflects revised recording process for Case Reports and Emergency Communications Center Calls

CITY OF BENTONVILLE EMERGENCY COMMUNICATIONS CENTER

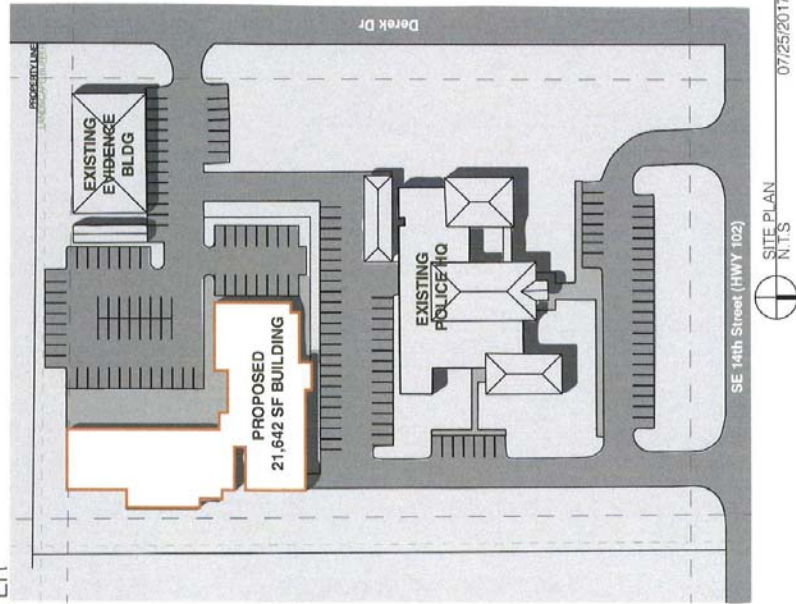
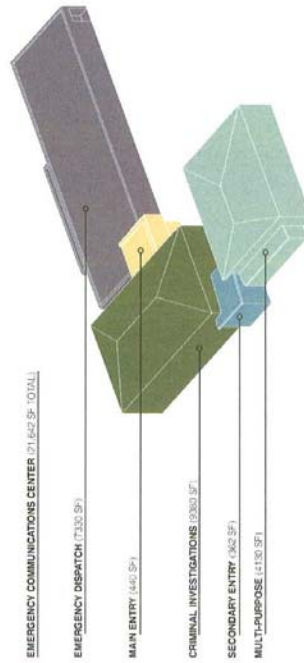
COMMUNITY NEED RATIOS
 1000 PEOPLE = 1.8 OFFICERS
 1000 PEOPLE = .0774 SUPPORT STAFF
 1000 PEOPLE = 540.54 SF



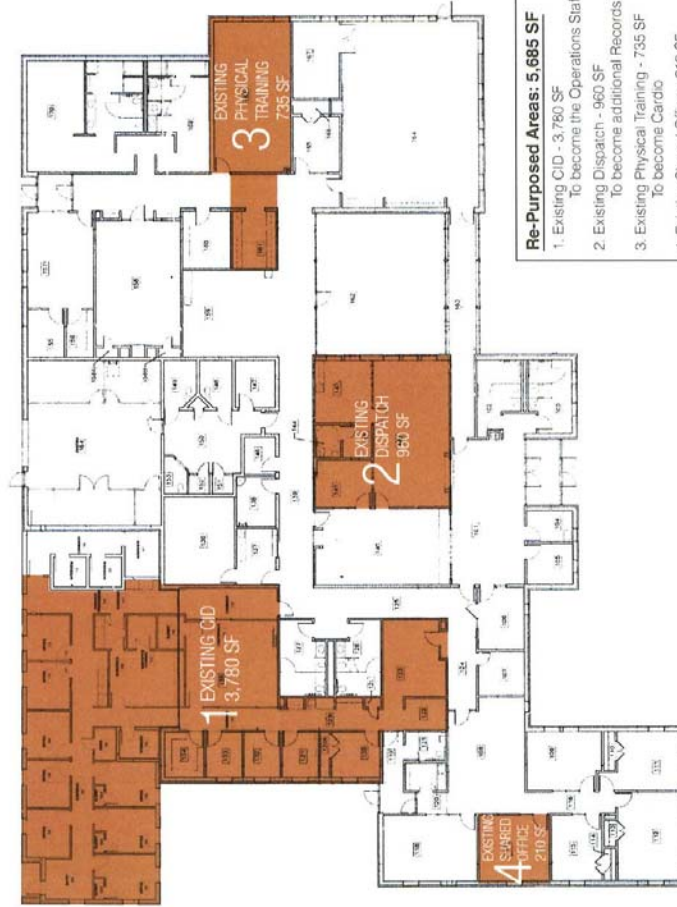
COMMUNITY NEED/SQ FOOTAGE
 N.T.S.
 07/25/2017

CITY OF BENTONVILLE EMERGENCY COMMUNICATIONS CENTER

PARKING:
EXISTING: 89
ADDITIONAL: 64
TOTAL: 153



CITY OF BENTONVILLE
EMERGENCY COMMUNICATIONS CENTER



EXISTING BLDG RE-PURPOSE AREAS
07/25/2017

AIA[®] Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Eleventh day of July in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bentonville, Arkansas
117 W Central Avenue
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

WER Northwest Arkansas, PLLC
PO Box 10782
Fayetteville, AR 72703

for the following Project:
(Name, location and detailed description)

Bentonville Emergency Communications Center.
908 SE 14th Street
Bentonville, AR 72712

The Construction Manager:
(Name, legal status, address and other information)

Nabholz Construction
3301 N 2nd Street
Rogers, AR 72756

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes: (2052616310)

1

TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

An approximately 21,642 square foot building located on the site of the Bentonville Police Headquarters which will include an approximately 8,700 square feet of hardened dispatch center, 10,872 square feet of Office Building for the Criminal Investigations Division (CID), and 4,303 square feet of Multi-Purpose space which will include space for large vehicle processing, locker rooms, and an exercise room. Site improvements will include new parking lot, lighting for the new parking lot, and likely enlarged site stormwater retainage area.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The site is located on the southeast corner of the existing Bentonville Police Headquarters site at 908 SE 14th Street in Bentonville, Arkansas.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

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- | TBD
- .2 Commencement of construction:
- | TBD
- .3 Substantial Completion date or milestone dates:
- | TBD
- .4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

- | ☒ One Contractor
- ☐ Multiple Prime Contractors
- ☐ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

| TBD

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| § 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

| Chief Jon Simpson and Captain John Hubbard
 908 SE 14th Street
 Bentonville, AR 72712

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

- .5 Civil Engineer:

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

John Langham, AIA
 2241 N Green Acres Road
 Fayetteville, AR 72703

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tatum Smith Engineering
3100 Market Street
Suite 202
Rogers, AR 72758

.2 Mechanical Engineer:

Bernhard TME
2039 Green Acres Rd
Fayetteville, AR 72703

.3 Electrical Engineer:

Bernhard TME
2039 Green Acres Rd
Fayetteville, AR 72703

§ 1.1.12.2 Consultants retained under Additional Services:

CEI Engineering
3108 SE Regency Pkwy, #2
Bentonville, AR 72712

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's

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review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

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to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect/Owner	Basic Services
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	Basic Services
§ 4.1.6 Building Information Modeling (B202™-2008)	Architect	Basic Services
§ 4.1.7 Civil engineering	Architect	Basic Services
§ 4.1.8 Landscape design	Architect	Basic Services
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	Basic Services
§ 4.1.10 Value analysis (B204™-2007)	Unknown	To Be Determined
§ 4.1.11 Detailed cost estimating	Not Provided	Responsibility of Contractor
§ 4.1.12 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Architect	Basic Services
§ 4.1.15 As-constructed record drawings	Not Provided	Responsibility of Contractor
§ 4.1.16 Post occupancy evaluation	Not Provided	

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§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner/Architect	To Be Determined
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security evaluation and planning (B206™–2007)	Owner	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Architect	Section 4.2 Below

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.26 – Furniture, Furnishings, & Equipment Design as may be required by Owner

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 3/month average (3/month average) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable

expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic Services Fee – 8.5% x construction cost

+ Civil Engineering and Geotech Fee of \$30,662

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly – See Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly – See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit A

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

Init.

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§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2

(Paragraphs deleted)

Other documents:

Exhibit A – Hourly Rate Schedule

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

City of Bentonville, Arkansas
(Printed name and title)

AR

John Langham Principal,
WER Northwest Arkansas
(Printed name and title)

Init.

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Additions and Deletions Report for AIA® Document B132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:50:49 on 06/28/2017.

PAGE 1

AGREEMENT made as of the Eleventh day of July in the year Two Thousand Seventeen

...

City of Bentonville, Arkansas
117 W Central Avenue
Bentonville, AR 72712

...

WER Northwest Arkansas, PLLC
PO Box 10782
Fayetteville, AR 72703

...

Bentonville Emergency Communications Center,
908 SE 14th Street
Bentonville, AR 72712

...

Nabholz Construction
3301 N 2nd Street
Rogers, AR 72756

PAGE 2

An approximately 21,642 square foot building located on the site of the Bentonville Police Headquarters which will include an approximately 8,700 square feet of hardened dispatch center, 10,872 square feet of Office Building for the Criminal Investigations Division (CID), and 4,303 square feet of Multi-Purpose space which will include space for large vehicle processing, locker rooms, and an exercise room. Site improvements will include new parking lot, lighting for the new parking lot, and likely enlarged site stormwater retainage area.

...

The site is located on the southeast corner of the existing Bentonville Police Headquarters site at 908 SE 14th Street in Bentonville, Arkansas.

...

To be determined

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User Notes:

(2052616310)

PAGE 3

TBD

...

TBD

...

TBD

...

[X] One Contractor

...

TBD

...

§ 1.1.8 The Owner identifies the following representative in accordance with Section ~~5.5~~5.4:

...

Chief Jon Simpson and Captain John Hubbard
908 SE 14th Street
Bentonville, AR 72712

PAGE 4

§ 1.1.11 The Architect identifies the following representative in accordance with Section ~~2.4~~2.3:

...

John Langham, AIA
2241 N Green Acres Road
Fayetteville, AR 72703

PAGE 5

Tatum Smith Engineering

3100 Market Street
Suite 202
Rogers, AR 72758

...

Bernhard TME

2039 Green Acres Rd
Fayetteville, AR 72703

...

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User Notes:

(2052616310)

.3 Electrical Engineer:

Bernhard TME

...

2039 Green Acres Rd
Fayetteville, AR 72703

...

CEI Engineering
3108 SE Regency Pkwy, #2
Bentonville, AR 72712

PAGE 6

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000) per claim and in the aggregate.

PAGE 12

§ 4.1.1 Programming (B202™-2009)	Architect/Owner	Basic Services
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	Basic Services
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	Basic Services
§ 4.1.7 Civil engineering	Architect	Basic Services
§ 4.1.8 Landscape design	Architect	Basic Services
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	Basic Services
§ 4.1.10 Value analysis (B204™-2007)	Unknown	To Be Determined
§ 4.1.11 Detailed cost estimating	Not Provided	Responsibility of Contractor
§ 4.1.12 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Architect	Basic Services
§ 4.1.15 As-constructed record drawings	Not Provided	Responsibility of Contractor
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Owner/Architect	To Be Determined
§ 4.1.20 Telecommunications/data design	Owner	

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User Notes:

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§ 4.1.21 Security evaluation and planning (B206™-2007)	Owner	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Architect	Section 4.2 Below

PAGE 13

4.1.26 – Furniture, Furnishings, & Equipment Design as may be required by Owner

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 3/month average (3/month average) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

Basic Services Fee – 8.5% x construction cost

+ Civil Engineering and Geotech Fee of \$30,662

...

Hourly – See Exhibit A

...

Hourly – See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

PAGE 21

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty-five</u>	percent (	<u>35</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

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4

...

Refer to Exhibit A

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

PAGE 22

To be determined

...

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

.2 ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

.3 ~~AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

.4 ~~Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Exhibit A – Hourly Rate Schedule

...

City of Bentonville, Arkansas

John Langham Principal,
WER Northwest Arkansas

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Langham, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:50:49 on 06/28/2017 under Order No. 6044345029_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

PRINCIPAL, WER

(Title)

6/28/2017

(Dated)

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User Notes: (2052616310)

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EXHIBIT A

WER NORTHWEST ARKANSAS, PLLC HOURLY RATE SCHEDULE

EFFECTIVE JANUARY 1, 2017

• John Langham, AIA, LEED <i>AP</i>	\$ 200.00
• Russ Fason, AIA, LEED <i>AP</i>	\$ 200.00
• Jerome Sorensen, Construction Services, AIA, LEED <i>AP</i>	\$ 175.00
• Wes Garrett, AIA	\$ 175.00
• Mason Ellis, AIA, LEED <i>AP</i>	\$ 175.00
• Brandon Bibby, intern architect	\$ 115.00
• James Swann, intern architect	\$ 115.00
• Drew Short, intern architect	\$ 115.00
• Lauren Dickey, Interiors, Assoc. ASID	\$ 115.00
• Kate Dimitrova, Marketing	\$ 115.00
• Andru Bush, REVIT Coordinator	\$ 110.00

CEI Engineering

Officer / Branch Manager	\$ 190.00
Department Manager	\$ 165.00
Program Manager	\$ 150.00
Project Manager	\$ 140.00
Assistant Project Manager	\$ 120.00
Senior Project Engineer	\$ 140.00
Project Engineer	\$ 125.00
Registered Landscape Architect	\$ 120.00
Registered Land Surveyor	\$ 120.00
Survey Project Manager	\$ 120.00
Assistant Survey Project Manager	\$ 105.00
Sr. Survey Party Chief	\$ 90.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 85.00
Field Specialist	\$ 60.00
Project Designer	\$ 95.00
CAD Designer	\$ 85.00
CAD Technician	\$ 75.00
Construction Observer	\$ 75.00
Office Administrative Manager	\$ 75.00
Program Assistant	\$ 65.00

Bernhard TME

Category	Standard Hourly Rate (\$)
Chairman of the Board *	495
CEO	385
Executive Managing Principal / President	275
Vice President	245
Managing Principal / Branch Manager / Director	225
Senior Engineer / Project Manager / Commissioning Agent / Facility Capital Manager / Retro-Commissioning Programmer	200
Engineer / Senior Designer	165
Designer / Engineer Intern / Sr. Energy Analyst / Sr. Commissioning Technician	145
Construction Administrator / Energy Analyst / Commissioning Tech. / Sustainability Consultant / Education Coordinator	140
BIM / CADD Technician	105
Administrative	105
Project Assistant / Intern	80

Tatum Smith Engineers, Inc.

Principal	\$175.00
Professional Engineer	\$140.00
Project Manager	\$120.00
Engineer Intern	\$100.00
BIM Technician	\$90.00
Clerical	\$50.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH WER ARCHITECTS AND PLANNERS FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF A POLICE/FIRE/EMS COMMUNICATIONS CENTER FOR THE BENTONVILLE POLICE DEPARTMENT.

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 WER Architects for services related to the Police/Fire/EMS Communications Center for the Bentonville Police Department as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 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:

July 25, 2017

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the addition of one (1) Police Captain position in the police department. The City has not added a command staff position in the police department since 1983 and with the significantly increased responsibilities of the Operations Division the need for a command staff position to oversee these operations has become paramount. The maximum cost (high-side estimate) for this position for 2017 would be \$82,035. The actual cost could come in significantly lower depending on who is actually selected for this position. This estimate also factors in the one-time cost for an additional police vehicle. Attached is a detailed breakdown of the history of the command staff structure and a copy of the current police department organizational chart.

COST TO CITY:

Cost of this Request: \$82,035

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





Date of Request: July 25, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-74-20	Capital Vehicles		\$40,000	\$ (40,000.00)
010-2010-421-10-10	Salaries and Wages		\$42,035	\$ (42,035.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 82,035.00	\$ (82,035.00)

Justification:

This amount will fund the addition of a Command Staff/Captain and vehicle.

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





POLICE DEPARTMENT

908 SE 14TH STREET
BENTONVILLE, AR 72712
479-271-3173 FAX 479-271-3187
www.bentonvillear.com

MEMORANDUM

To: Mayor McCaslin and City Council
From: Jon Simpson
Date: July 25, 2017
Subject: Request to add a Command Staff Member/Captain Position

This is a request to add a Command Staff Member with the rank of Captain to the Bentonville Police Department and, in doing so, increase our total staff numbers by one sworn officer. This proposed Captain position would be promoted from within the department. A new officer would be hired to fill the vacancy created in the promotion process. Information related to this request is as follows:

The City of Bentonville Police Department currently has 104 members. This number includes 73 sworn officers (including 4 uniform officers added in the 2017 Budget) and 31 professional staff members. These numbers contain a supervision structure that includes the Chief of Police and three Command Staff Members (Captains). Traditionally, each Captain oversees one division of the police department. These divisions include the Administrative Division, the Criminal Investigation Division, and the Uniform Division. In recent years, and in response to changing needs, another Division has been developed. This division, the Operations Division, emerged from the Uniform Division and is now an integral component of our program.

The duties of the Uniform Division and Operations Division can be explained in this way. Daily police calls for service and patrol functions are handled by Uniform Division officers assigned to three shifts, whereas community activities and special events are handled by Operations Division officers. The Operations Division includes officers assigned to Animal Control, School Resource, Warrants, Traffic, Training, Fleet Management, and Bomb Squad duties. Members of the Operation Division also coordinate special duty details in which officers work various privately requested traffic and security assignments for which the city is reimbursed at the rate of \$49.41 per hour.

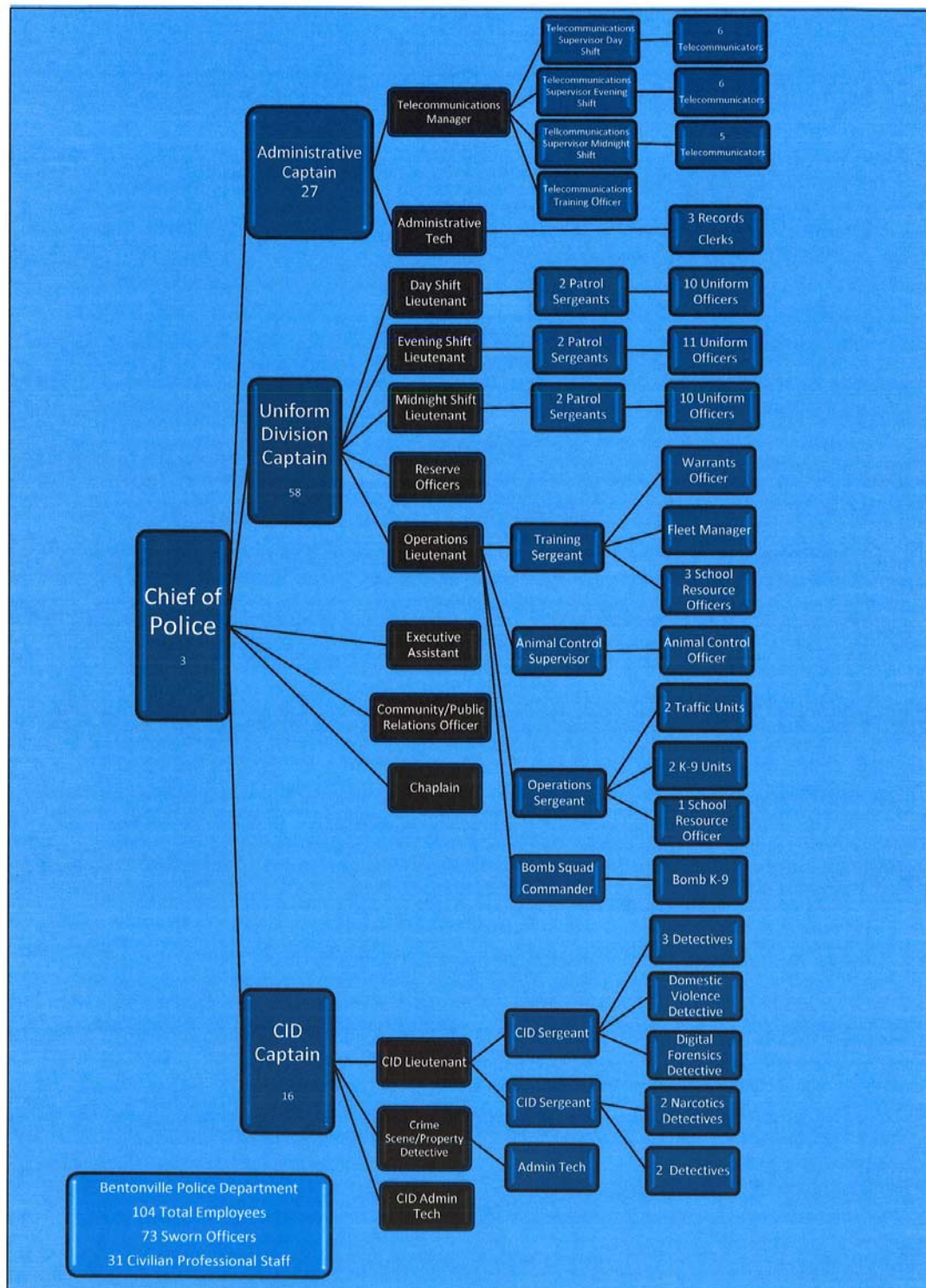
Without question, Bentonville's growing population has resulted in substantial increases in police calls for service. On average, police calls for service have increased at the rate of 394 calls per month, or nearly 5,000 calls per year, since 2014. Community activities and special events in our city are also at an all-time high. In 2017 the police department is on track to handle planning and safety measures for more than 80 such events ranging from runs and races to downtown events, to dignitary visits.

Both the Uniform Division and Operations Division are currently supervised by one Command Staff Member with the rank of Captain. This Captain also handles recruitment and hiring.

It is interesting to note that the Bentonville Police Department has operated with a Chief of Police and three Command Staff Members (originally designated as Lieutenants) since 1983. This proposal would represent the first Command Staff addition in 34 years and allow for both the Uniform Division and the Operations Division to each be supervised by a dedicated Command Staff Member. This addition would immediately create a more manageable span of control, better manage the future growth of our police department, and also help ensure the continued quality of police services that we currently provide. See attached Organization Chart depicting the police department's current staffing and supervisory structure.

The total approximate cost of this request would be \$82,035. Of this amount, \$42,035 would cover the costs of salary and benefits for the remainder of 2017. The vehicle related to this position would be \$40,000. This vehicle cost is considerably below the last budgeted amount for a police vehicle (\$55,200 in the 2017 budget). The lower cost reflects sourcing a left over State Bid vehicle and also takes into account a lesser amount of police equipment required for a Command Staff assigned vehicle.

Thank you for your consideration of this request.





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Arkansas Valley Communications in the amount of \$90,222.53 for installation of radio communication equipment and associated software at the new City maintenance facility. Funds for this item will come from anticipated savings realized from the construction contract of the facility.

COST TO CITY:

Cost of this Request: \$90,223

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>7/25/2017</u>		
Requested by:	<u>Mike Bender</u>		
Department:	<u>Public Works Director</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Radio Communication Equipment and Associated Software</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas Valley Communications</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>82,395.00</u>
	Tax:	\$	<u>7,827.53</u>
	*Other:		<u></u>
	TOTAL	\$	<u>90,222.53</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
City's IT department utilizes Arkansas Valley Communications exclusively for Motorola equipment based on Motorola's recommendation to specifically use said vendor for their equipment in Arkansas and the City uses Motorola radios and supporting equipment, this becomes a single source item			
<u></u>		<u><i>TDL</i></u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: July 17, 2017

Re: Waiver of Bid, Arkansas Valley Communications, New Facility Radios

Staff requests City Council waive the requirement of competitive bidding and enter into a contract with Arkansas Valley Communications in the amount of \$90,222.53 for installation of an EMR bi-directional amplifier, base station, associated software, radios, and appurtenances to facilitate use of radios for dispatch and regular communication for departments at the new maintenance facility. Since the City's IT department utilizes Arkansas Valley Communications exclusively for Motorola equipment based on Motorola's recommendation to specifically use said vendor for their equipment in Arkansas and the City uses Motorola radios and supporting equipment, this becomes a single source item.

Our current radio dispatching equipment is antiquated and will not work in the new facility. Therefore personnel inside the building can not communicate with crews outside the building, onsite or offsite, and vice-versa. This is not a replacement of all radios, just what is needed to communicate from/with the building. Funds for this item will come from anticipated savings from the construction of the facility. Staff is currently working on final reconciliation of the facility construction contract that will be brought to Council in the near future.

Thank you for your consideration of this request.



Arkansas Valley Communications



MOTOROLA SOLUTIONS

Radio Solutions Channel Partner

479-968-1502

1201 East 8th Street, Russellville, AR 72801

888-477-2346

QUOTATION

BENTONVILLE, CITY OF
Accounts Payable
117 W Central Ave
Bentonville, AR 72712

Quotation: 27710
Date: 7-14-2017
Salesperson: Eric Newcomb

Qty	Description	Price	Extended
1	(PROJECT 1) EMR Bi-Directional Amplifier, 60db Gain.		
	Cost of above item(s):	13917.20	13917.20
450	ANDREWS 1/2in HARD LINE		
	Cost of above item(s):	3.29	1480.50
2	DB202 or Unity gain antenna		
	Cost of above item(s):	595.00	1190.00
4	Type N Connectors		
	Cost of above item(s):	26.60	106.40
1	Installation of Bi- Amp, Coax, Connectors, Etc.		
	Cost of above item(s):	1610.00	1610.00
1	(PROJECT 2) CTI Dispatch Products.Voice, 5 Gateways, Lic,		
	Cost of above item(s):	45500.00	45500.00
1	Installation and Configuration, Etc.		
	Cost of above item(s):	1000.00	1000.00
5	(PROJECT 3) XPR5550 Base Station Infrastructure for CTI Dispatch		
	Cost of above item(s):	995.00	4975.00
1	Rack, Copper B Line, 76in, Flat Black Coating		
	Cost of above item(s):	295.00	295.00
4	Rack Mounted Shelves		
	Cost of above item(s):	75.00	300.00
2	Dura Comm Power Supply 36amp Infrastructure		

	Cost of above item(s):	595.00	1190.00
1	Tripp Lite rack mounted UPS		
	Cost of above item(s):	1000.00	1000.00
1	Rack Mounted Either Net Switch		
	Cost of above item(s):	250.00	250.00
1	Rack Mounted Power Strip		
	Cost of above item(s):	100.00	100.00
2	Ground Bus Bars and Misc Hardware.		
	Cost of above item(s):	100.00	200.00
1	Combiner, short haul control station combiner, 8 Channel.		
	Cost of above item(s):	2995.00	2995.00
2	DB202 or Unity Gain Antenna		
	Cost of above item(s):	595.00	1190.00
150	1/2in HARDLINE / ANDREWS LDF4-50A		
	Cost of above item(s):	3.29	493.50
4	N Type Connector Misc Hardware.		
	Cost of above item(s):	25.60	102.40
1	Installation of Above Equipment, Antenna, Base station, Etc.		
	Cost of above item(s):	4500.00	4500.00

Package Price: 82395.00
Sales Tax: 7827.53
Subtotal: 90222.53
Fees: 0.00
Total: 90222.53

NOTES: Attn Mike Bender. Here is the requested break down, there is still a lot of the little parts that are not listed they are adsorbed in other cost of the project . To many parts to list, these are the big ones. Quotation valid for 30 days unless otherwise specified. Quotation Accepted By: Date:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS VALLEY COMMUNICATIONS FOR PURCHASE AND INSTALLATION OF RADIO COMMUNICATION EQUIPMENT AND SOFTWARE AT THE NEW CITY MAINTENANCE FACILITY AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Arkansas Valley Communications for purchase and installation of radio communication equipment and software at the new City maintenance facility per the proposal attached hereto as Exhibit A.

Section 2: Because the City's IT department utilizes Arkansas Valley Communications exclusively for Motorola equipment based on Motorola's recommendation to specifically use said vendor for their equipment in Arkansas and the City uses Motorola radios and supporting equipment, this becomes a single source item and it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017

APPROVED:

Mayor

ATTEST:

City Clerk



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-44
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor McCaslin's recommendation to appoint Whitney Sutherland to the Parks and Recreation Advisory Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Bentonville Parks and Recreation Board
Attn: David Wright
215 SW A Street
Bentonville, AR 72712

June 1, 2017

Dear David,

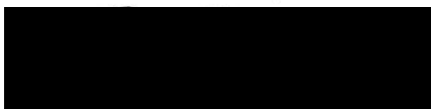
It is with much regret that I resign my position on the Bentonville Parks and Rec Board. Our oldest daughter, Ally, left her charter school in January to go back to traditional public school with the intent to attend Bentonville West during high school starting this fall.

We were afforded the opportunity to sell our land off of Haxton Road, and move closer to the high school. However, our new home is in Centerton, and also would not be ready until December. In order to have our daughters in their school districts and with bus service, we chose to move into a short-term home in Centerton.

I have truly enjoyed the time of service, and getting to know the other board members. Please let me know if there is a way that I can help or serve in the future.

I wish you, and all of the city, the best. You are doing great things!

With gratitude,

A large black rectangular box redacting the signature of Shara Fisher.

Shara Fisher

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: July 14, 2017
Re: City Council approval of Mayor McCaslin's recommendation to appoint Whitney Sutherland to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment Whitney Sutherland to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

This appointment fills the vacancy created when Shara Fisher resigned because her family moved outside the Bentonville Corporate Limits. Miss Sutherland applied and interviewed for a PRAB position during the most recent round application and interview period. She is very active user of our recreation facilities and is a regular participant and volunteer in many of our recreation programs.

Sutherland will fill the vacancy created by the recent resignation of Shara Fisher. Fisher served on the PRAB since January 2015. However, she had to resign her position when she and her family moved outside the Bentonville City Limits. Sutherland will complete the term vacated by Fisher and will be eligible to continue service when the new terms begins in January 2018.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:

PRAB Roster – July 2017

S. Fisher Resignation

W. Sutherland PRAB Applications



July 20, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Whitney Sutherland to Bentonville's Parks and Recreation Advisory Board.

I recommend Whitney Sutherland for appointment to Bentonville's Parks and Recreation Advisory Board. Miss Sutherland will be filling Shara Fisher's unexpired term which ends December 31, 2017.

A handwritten signature in blue ink, appearing to read 'BMc', is positioned above the printed name.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Whitney Sutherland

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

If married, spouse's [Redacted]

Home Address [Redacted]

City [Redacted]

Home/Cell Phone 479-659-4196

Business Phone [Redacted]

Email Address [Redacted]

Occupation Retail Finance

Employer Walmart

Length of Residency in Bentonville 3 yrs

REFERENCES

Name Scott Barry

Phone [Redacted]

Email [Redacted]

Name Mark Mohler

Phone [Redacted]

Email [Redacted]

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☒ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I am a member of the adult recreation community as a triathlete, runner, cyclist, and swimmer. I belong to the community center and participate in Parks and Rec sponsored events/activities. I have an MBA from the Univ of Arkansas and my BA is in Business Communication.

2. Why would you like to be considered for appointment to this commission or board?

I love seeing our community be active and live healthy lifestyles. Bentonville is a gem - full of great amenities and I want to serve on the board to make sure we continue to offer our residents these great parks, trails, facilities, and events.

RETURN THIS APPLICATION TO: Submit by Email (button below) or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

Submit by Email



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	2017-15
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 25, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation Staff seeks City Council's approval of a bid award to 81 Construction, in the amount of \$248,910, for the construction of the Community Center (Citizens Park) Fitness Trail.

COST TO CITY:

Cost of this Request: \$248,910

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: David Wright, Parks and Recreation Director
Date: June 25, 2017
Re: Bid Award for Community Center (Citizens Park) Fitness Trail

Parks and Recreation is seeking council approval of a bid award to 81 Construction, in the amount of \$248,910, for the Community Center (Citizens Park) Fitness Trail. 81 Construction Group was the low bidder for the project.

Our team has discussed multiple times in recent years, the most important “next step” for Parks and Recreation is the development of Citizens Park. This project will finally be able to show visible progress towards providing additional public recreation amenities to the citizens of SW Bentonville. This loop trail will complement the soccer fields and the future pavilion, tennis courts and playground.

This project is being funding in part by the remaining balance for the construction of the community center and a \$75,000 grant from Arkansas Highway and Transportation Department. Parks and Recreation Staff and our design team of Morrison Shipley has worked closely with AHTD for the last 18 months to create specifications and bid this project.

On July 7, the City of Bentonville’s Purchasing Department opened public bids for the project. Nine companies submitted bids for the project, with 81 Construction Group being the lowest qualified bidder.

If City Council approves this bid at the July 25 meeting, we should be able to begin this project sometime in mid-September. If all goes well, the projects should be complete by the end of the year.

If you have any questions regarding this item, please call me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
Bid Tabulation:



(Via e-mail)

July 10, 2017

Kathy Bertschy
City of Bentonville Purchasing
City Hall
117 W Central Avenue
Bentonville, AR 72712

**RE: Recommendation of Award
 Bid # 17-15 Citizens Park Fitness Trail**

Dear Kathy:

Attached is the bid tabulation showing all bids received July 7, 2017 for the referenced project. After reviewing all bids submitted, and the low bidder's qualifications, it is our recommendation that a contract in the amount of \$248,909.70 (two hundred forty-eight thousand, nine hundred nine dollars and seventy cents) be awarded to 81 Construction Group, Inc, for the Citizens Park Fitness Trail.

Please call me if you have any questions or comments.

Sincerely,
Morrison-Shipley Engineers, Inc.

Mark Gross, P.E.
Project Manager

2407 S.E. Cottonwood Street
Bentonville, AR 72712
479.273.2209 ■ Fax 479.273.2553
Morrisonshipley.com

BID TABULATION FOR 2017 CITIZENS PARK FITNESS TRAIL

Item No.	Description	Quantity	Units	Arco Exc. & Paving	Gen Const. Soil/Ts	Sweetser Const. Inc.	N.E.C. Inc.	Crossland Heavy Const. Inc.
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1.	Clearing and Grubbing	1.0	L.S.	\$20,000.00	\$14,400.00	\$16,100.00	\$2,934.00	\$8,088.00
2.	Subgrade Preparation	4,060.0	SY	\$8,120.00	\$5,750.00	\$5,750.00	\$6.50	\$5.00
3.	Grading and Topsoil Placement	3,500.0	SY	\$5,250.00	\$1,100.00	\$1,100.00	\$9.50	\$5.00
4.	15" RCP outside roadway	16.0	LF	\$400.00	\$117.00	\$117.00	\$118.50	\$86.00
5.	15" Flared End Section	2.0	EA	\$700.00	\$330.00	\$330.00	\$1,000.00	\$1,000.00
6.	4" Concrete sidewalk 5 feet wide	75.0	SY	\$2,962.50	\$5,196.75	\$5,196.75	\$33.50	\$33.50
7.	4" Concrete Trail 10 feet wide	3,611.0	SY	\$142,634.50	\$51.00	\$51.00	\$34.50	\$34.50
8.	6" Concrete sidewalk 10 feet wide	900.0	SY	\$45,900.00	\$55.00	\$55.00	\$43.00	\$43.00
9.	Seeding	0.5	AC	\$5,000.00	\$4,800.00	\$4,800.00	\$12,569.00	\$55.00
10.	Sodding	820.0	SY	\$2,624.00	\$3,864.80	\$3,864.80	\$4.00	\$4.00
11.	Erosion Control	1.0	LS	\$23,000.00	\$11,400.00	\$11,400.00	\$27,720.00	\$27,720.00
12.	Traffic Control	1.0	LS	\$2,500.00	\$3,500.00	\$3,500.00	\$1,170.00	\$1,170.00
13.	Mobilization	1.0	LS	\$11,200.00	\$13,650.00	\$13,650.00	\$2,964.00	\$2,964.00
14.	Handicap ramp - Concrete	4.0	EA	\$300.00	\$700.00	\$700.00	\$350.50	\$350.50
15.	Select Material	300.0	CY	\$7,500.00	\$17.42	\$17.42	\$10.00	\$10.00
	TOTAL			\$277,591.00	\$348,844.95	\$355,324.00	\$279,414.50	\$374,747.00



Item No.	Description	Quantity	Units	Tri Star Contractors	GenX Contracting Inc.	RCE Construction, LLC
				Unit Price	Unit Price	Unit Price
1.	Clearing and Grubbing	1.0	L.S.	\$10,000.00	\$13,500.00	\$8,300.00
2.	Subgrade Preparation	4,060.0	SY	\$6,090.00	\$4.14	\$6.50
3.	Grading and Topsoil Placement	3,500.0	SY	\$5.00	\$2.30	\$5.50
4.	15" RCP outside roadway	16.0	LF	\$560.00	\$115.00	\$1,200.00
5.	15" Flared End Section	2.0	EA	\$700.00	\$425.00	\$800.00
6.	4" Concrete sidewalk 5 feet wide	75.0	SY	\$42.00	\$40.51	\$3,038.25
7.	4" Concrete Trail 10 feet wide	3,611.0	SY	\$129,996.00	\$40.78	\$40.78
8.	6" Concrete sidewalk 10 feet wide	900.0	SY	\$46.00	\$48.08	\$48.00
9.	Seeding	0.5	AC	\$2,500.00	\$5,227.00	\$2,613.50
10.	Sodding	820.0	SY	\$4.00	\$3,791.00	\$3.50
11.	Erosion Control	1.0	LS	\$15,000.00	\$31,689.00	\$7,500.00
12.	Traffic Control	1.0	LS	\$3,500.00	\$2,850.00	\$3,500.00
13.	Mobilization	1.0	LS	\$12,089.30	\$12,213.00	\$14,000.00
14.	Handicap ramp - Concrete	4.0	EA	\$850.00	\$750.00	\$1,250.00
15.	Select Material	300.0	CY	\$14.00	\$24.00	\$24.00
	TOTAL			\$253,875.30	\$296,111.73	\$292,825.00



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 25, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, July 25, 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: July 11, 2017**

AGENDA

1. Planning:

1a. **Rezoning: PMD Enterprises, LLC, Rice Lane & Rice Road, From A-1, Agricultural to C-2, General Commercial.**

The Planning Commission voted 7-0, recommending approval. (Item approved by PC 4-4-17)

The Future Land Use Plan depicts this property as commercial. The C-2, General Commercial zoning designation is a recommended zoning for this classification. This location will provide goods and services to the surrounding single-family developments, act as a buffer between the low and medium density residential located to the north and east and the expressway located to the west.

1b. **Lot Split: Lots 7, 8, & 9 Lehman Addition, Affordable Arkansas Homes, LLC, Northeast 'A' Street & Northeast 7th Street, PUD, Planned Unit Development.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create three new lots from two existing lot and a small un-platted parcel. The new lots will be

known as Lot 7 (13.44 acres), Lot 8 (8.78 acres) and Lot 9 (31.30 acres) of Lehman Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

- 1c. **Lot Split: Lot 77 Kristyl Heights Addition Phase 2, Michael & Sandra Fitzgerald, Southwest Tunbridge Drive, R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create one new lot from one existing lot. The existing lot contains a utility and drainage easement, of which a portion will be vacated by a separate document, to create the new buildable lot known as Lot 77 (0.63 acres) of Kristyl Heights Addition, Phase 2. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along SW 2nd Street. A public access easement will be dedicated along the southwestern property line to provide access to an existing sewer main. Each of the new lots will have access to public utilities and a public street.

- 1d. **Property Line Adjustment: Lot 1 Torrell Creek Addition Phase 2, Pen Spaces Forever, Northwest 3rd Street, Peach Orchard Road, Punkin Hollow Road, A-1, Agricultural & R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot. The new lot will be known as Lot 1 (293.60 acres) of Torrell Creek Addition, Phase 2. Right-of-way will be dedicated per the requirements of the current Master Street Plan. Utility easements are also being dedicated to serve the new lot. The new lot will have access to public utilities and a public street.

- 1e. **Lot Split: Lots 28 & 29 Deming's 2nd Addition, Nancy Chandler, Northeast 'A' Street & Northeast 7th Street, DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 28 (0.18 acres) and Lot 29 (0.17 acres) of Deming's 2nd Addition. Per the requirements of the current Master Street Plan, right-of-way will be dedicated along NE 7th Street. A private access easement will be dedicated to provide rear and /or side access to both of the new lots. Direct access to NE A Street will not be permitted. Both of the new lot will have access to public utilities and a public street.

1f. **Final Plat: Cornerstone Ridge Subdivision Phase 6.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a final plat for 6.85 acres consisting of 22 single-family residential lots that will be known as Cornerstone Ridge, Phase 6. The homes that will be constructed in this phase will be consistent with previous phases of the subdivision. This phase will connect to Cornerstone Ridge Phase 3 located to the northwest and will have direct access to SW Cornerstone Ridge Road and SW Gemstone Boulevard. This final plat dedicates right-of-way and utility and drainage easements that will serve the subdivision. The sections of sidewalk the developer is responsible for have been installed. All public infrastructure has been inspected and accepted by the utility departments and all non-bondable items have been completed.

1g. **Rezoning: C Street Properties LLC, Northwest 'A' Street, From A-1, Agricultural to PRD, Planned Residential Development.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PUD, Planned Unit Development zoning is an appropriate zoning district for this designation and is recommended by the current Future Land Use Plan. The proposed single and multi-family housing incorporated with the proposed agricultural uses will help the community achieve several objectives. These include, but are not limited to, providing a greater variety of housing options, increasing the amount of people living close to their work place, enhancing access to the downtown, providing a variety of transportation options, reducing sprawl and helping to protect and preserve watersheds and agricultural lands.

1h. **Rezoning: Mayadventures Inc., North Main Street & Northeast Park Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation and is compatible with the existing and adjacent uses.

1i. **Rezoning: Nancy Chandler, 702 Northeast 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning

is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan. The new DN-2 zoning designation will allow for single-family or block-end townhomes to be built.

- 1j. **Rezoning: Real Assets Inc., 2415 Southwest Regional Airport Boulevard, From A-1, Agricultural to C-1, Neighborhood Commercial.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation as it is consistent with the Future Land Use Plan and adjacent properties. Policy LU-18 of the General Plan states that the City should provide greater flexibility in its development regulations to facilitate efficient and appropriate residential, office and commercial uses.

- 1k. **Rezoning: First Federal Bank, Southwest 2nd Street & Northwest Elm Tree Road, From A-1, Agricultural to R-3, Medium Density Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The R-3, Medium Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The applicant is proposing a medium density residential development that will help to create additional density and housing options while reducing the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

11. **Rezoning: CrossMar Industrial IV, LLC, Southwest Vendor Boulevard & Southwest Regional Airport Boulevard, From R-1, Single Family Residential, A-1, Agricultural, C-1, Neighborhood Commercial, C-2, General Commercial to I-1, Light Industrial.**

The Planning Commission voted 5-0, recommending approval.

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 Plan to ensure that there is an adequate supply of vacant land that can readily be served by adequate public facilities." This property will add to the industrial designation in an area where public utilities are adequate and transportation infrastructure will support large vehicle traffic. The property is located within close proximity of similar uses.

2. Appointment of Nathan Lembke to a three year term on the Tree and Landscape Advisory Committee. The term will expire on July 25, 2020.

3. A public hearing and ordinance vacating a utility easement located at 901 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
4. A public hearing and ordinance vacating a utility easement located at 903 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
5. A public hearing and ordinance vacating a utility easement located at 907 SE 3rd Street in the East Acres Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
6. A public hearing and ordinance vacating a utility easement located 1040 Tunbridge, Kristyl Heights Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
7. A public hearing and ordinance vacating a drainage easement located at 1040 Tunbridge by Mike Fitzgerald, to the City of Bentonville, Arkansas, Benton County, Arkansas.
8. A public hearing and ordinance vacating a right-of-way and establishing a utility easement located at SW B Street, First Baptist Church Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.
9. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC, for the design and inspection of the NW 3rd widening, which includes the addition of a signalized designated left turn lane. This agreement would be funded by bond money and has a total maximum not to exceed amount of \$93,350.00.
10. A resolution accepting a grant in the maximum amount of \$2,272,603 from the FAA for funding of the West Side Taxiway Project at the Bentonville Municipal Airport. Total construction cost of the Runway Improvement Project is \$2,543,210.67 including engineering inspection fees and material testing services. See attached memo for additional information.
11. A resolution authorizing the Mayor and City Council to enter into an agreement with Garver for the Construction Services for the West Side Taxiway project in the amount of \$290,100.00.
12. Recommend Mayor and City Council award the bid for the West Side Taxiway construction to Tri Star Construction in the amount of \$2,250,610.67. This construction cost will be covered by the FAA grant recently awarded to the City.
13. A resolution authorizing the Mayor and City Council to enter into an agreement with Charles R. Chadwick to act as the Airport Manager for the Bentonville Municipal Airport beginning in August 2017 and ending July 2018 in the amount of \$5,000.00 per month.
14. Recommend Mayor and City Council award the bid for the 8th St. overhead electric relocation to BBC Electric in the amount of \$2,603,010.60.

15. Council approval of a budget adjustment in the amount of \$15,000.00 for replacement of the library's lighting control panel.
16. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with WER Architects and Planners to provide professional services related to the design and construction of a Police/Fire/EMS Communications Center located on the existing grounds of the main police department facility at 908 SE 14th Street, in an amount equal to 8.5% of construction costs. See attached Memo for additional details.
17. Request City Council approve the addition of one (1) Police Captain position in the police department. The City has not added a command staff position in the police department since 1983 and with the significantly increased responsibilities of the Operations Division the need for a command staff position to oversee these operations has become paramount. The maximum cost (high-side estimate) for this position for 2017 would be \$82,035.00. The actual cost could come in significantly lower depending on who is actually selected for this position. This estimate also factors in the one-time cost for an additional police vehicle. Attached is a detailed breakdown of the history of the command staff structure and a copy of the current police department organizational chart.
18. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Arkansas Valley Communications in the amount of \$90,222.53 for installation of radio communication equipment and associated software at the new City maintenance facility. Funds for this item will come from anticipated savings realized from the construction contract of the facility.
19. City Council approval of Mayor McCaslin's recommendation to appoint Whitney Sutherland to the Parks and Recreation Advisory Board.
20. Parks and Recreation Staff seeks City Council's approval of a bid award to 81 Construction, in the amount of \$248,910.00, for the construction of the Community Center (Citizens Park) Fitness Trail.