



**Revised Agenda:
Items 6 & 7 - Added**

**Finance Committee
Meeting Agenda
February 10, 2026
4:30 PM
City Council Chambers**

City Council Members:

**Gayatri Richardson Ward 1, Position 2
Cindy Acree Ward 2, Position 1
Bill Burckart Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>**

Call to Order/Roll Call

Items For Discussion

- 1. Revenue Options** **Informational**

- 2. Bella Vista Village Property Owner's Association Wholesale Contract** **Informational**
Item for discussion about the proposed contract revision. If revision is acceptable approving a resolution authorizing the Mayor and City Clerk to enter into an agreement with the Bella Vista Property Owners Association for the sale of water to be served within their service area.

City Council Items To Be Considered

- 1. Section III Item 4 from the City Council** **Resolution**
Agenda: Resolution Requesting a Budget Adjustment to Accept & Recognize Funds to Animal Services
A Resolution accepting a donation from PetIQ in the amount of twenty thousand dollars (\$20,000.00) as part of a sponsorship. A budget adjustment is needed to recognize funds.

- 2. Section III Item 6 from the City Council** **Resolution**
Agenda: Resolution Accepting the 18th Street Sidepath Design Grant from the Walton Family Foundation
Resolution authorizing the Mayor and City Clerk to accept a grant, in the amount of \$280,657.00, from the Walton Family Foundation for the design of the 18th Street Sidepath. A budget adjustment is needed to recognize funds.

3. **Section III Item 7 from the City Council** **Resolution**
Agenda: Resolution To Enter Into An Agreement with Toole Design for 18th Street Sidepath Design
Resolution Authorizing the Mayor and City Clerk to enter into an agreement, in the amount of \$280,657.00, with Toole Design for the design of the 18th Street Sidepath. No budget adjustment is needed.
4. **Section III Item 8 from the City Council** **Resolution**
Agenda: Resolution Approving a Change Order Authorizing An Amended Agreement with GTS, Inc.
Approval of a change order, in the amount of \$23,677.30, to GTS, Inc. to address additional testing for the Bentonville Parks Maintenance Facility. This will be funded by capital savings in the 2026 budget. A budget adjustment is needed to reclassify funds.
5. **Section III Item 11 from the City Council** **Resolution**
Agenda: Resolution to Enter an Agreement with TischlerBise for an Updated Impact Fee Study
Requesting City Council approval of a resolution to enter into an agreement with TischlerBise to perform an updated impact fee study in an amount not to exceed \$74,110.00. A budget adjustment is needed.
6. **Section IV Item 1 from the City Council** **Resolution**
Agenda: Resolution Authorizing South Basin Lift Station, Phase I Gravity Engineering Services Agreement
This resolution authorizes the Mayor and the City to enter into an agreement with Black & Veatch for engineering services in the amount of \$2,710,773.00 for the South Lift Station, Phase I project. The services requested are in response to the Sewer Collection Analysis recommending 1-MG equalization basin and upsizing 8,100 linear feet of existing 12-inch pipe to 18 and 24-inch pipe to address current and peak flow conditions. The project is funded by the Wastewater Development Fee Revenue Bond Utility Board approved 5-0. A budget adjustment is needed.
7. **Section IV Item 2 from the City Council** **Resolution**
Agenda: Resolution Authorizing Agreement - Shewmaker PH. 1 Amendment #2 Tree Clearing & Construction
Staff request that the mayor & city clerk enter into an agreement with Garver, for Amendment # 2 , in the amount of \$72,932.00, for engineering services & construction administration services for the Tree Clearing portion of the Shewmaker Basin Phase 1 Interceptor Improvements project. The original contract is valued at \$954,690.00, this increases the total contract amount to \$1,027,622.00. The project is funded by the Wastewater Development Fee Revenue Bond Utility Board approved 5-0. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Questions:

1. Are we obligated to continue serving Bella Vista?

The contract does expire at the end of this year so technically no, but if you read the Capital Cost Share it reads as below and could be seen as a shareholder.

CAPITAL COST SHARE: The VILLAGE will share in the costs of the new transmission system from the Beaver Water District to service the CITY's retail and wholesale customers. The parties acknowledge and agree that the VILLAGE shall become a shareholder and shall acquire equity and ownership in a pro-rata capacity allocation of Seventeen and one-half percent (17.5 %) totaling about 7.105 MGD maximum day capacity based on a reasonable transmission system maximum day capacity of 40.6 MGD. The CITY will retain physical ownership and shall be solely responsible for all operation-maintenance-repair responsibilities in the new transmission system. The costs for such O-M-R shall be included in the cost element of WHEELING CHARGES as part of the CITY's operating expenses, as aforementioned and described. This Seventeen and one-half percent (17.5 %) capacity allocation shall be vested in and to the VILLAGE and they may reallocate via sale or lease any part of the unutilized capacity to the CITY or another wholesale customer (or shareholder) of the CITY utilizing treated water transmission capacity, as may be applicable, under any terms and conditions mutually agreeable to any transferee shareholder and transferor shareholder within the current or future affected wholesale customer group of the CITY. The Parties agree that the reasonable total project costs for planning-design-construction-startup of the new transmission system infrastructure will be about \$ 21,308,000.

2. What is the current value of 17.5% of the infrastructure in today's dollars?

Current Infrastructure Costs

2 MG Elevated Storage Tank	\$16,950,000
	\$145,480,00
48" transmission line 13.78 miles	0
	\$162,430,00
Total	0
	17.50%
	\$28,425,250

3. What is Two-Ton charging Bella Vista?

2026 - \$3.80 per 1000 gallons
2027 - \$4.15 per 1000 gallons
2028 - \$4.50 per 1000 gallons

2029 - \$4.90 per 1000 gallons
 2030 - \$5.20 per 1000 gallons

Month Billed	Total Monthly Usage (TGAL)	Current Rate Structure			Proposed Rate Structure		
		Base Charge	Consumption Charge	Total Charge	Base Charge	Consumption Charge	Total Charge
		\$		\$	\$		\$
Sep-25	84731	12,313.19	\$205,049.02	217,362.21	50,923.00	\$158,836.73	209,759.73
		\$		\$	\$		\$
Oct-25	68923	12,313.19	\$166,793.66	179,106.85	50,923.00	\$129,203.06	180,126.06
		\$		\$	\$		\$
Nov-25	71539	12,313.19	\$173,124.38	185,437.57	50,923.00	\$134,107.01	185,030.01

Two Ton 2026 Rate Structure		
Base Charge	Consumption Charge	Total Charge
\$		\$
-	\$ 321,977.80	321,977.80
\$		\$
-	\$ 261,907.40	261,907.40
\$		\$
-	\$ 271,848.20	271,848.20

4. Has Bella Vista contributed to any of the repairs on the 48" water line?

We have not billed them directly for a share of the repairs only the Capital Cost Share monthly payments of \$12,313.19 from the last 20 years totaling \$2,955,165.60.

5. Comments from consultant on just picking a rate.

The current version of the agreement sets the base charge in accordance with the principles established in AWWA M1. If we deviate significantly from that, or use a purely negotiated base charge, we'd need to re-think the proposed agreement language. I don't know if you're required to use a specific methodology to set a contractual rate (a legal question), but what you wouldn't want to do is specify an approach, then deviate from it.

6. Are there any cost savings to not serving Bella Vista?

We would save the cost associated with testing the meters on an annual basis on average is \$5,000. We would not reduce head count or equipment.

We would lose \$469,978.54 in revenue. Total Revenue \$1,809,241.78 and cost of water \$1,339,263.24.

CustomerID	Location ID	Read Month	Read Day	Read Year	Usage (TGAL)	Monthly Totals (TGAL)	CONS Charge	Capital Share	TOTAL	2025 Rate	Proposed Rates	CONS Charge	Base Charge	TOTAL	Two-Ton Rate	CONS Charge
1723	182376	1	1	25	14.00		\$ 31.78		\$ 31.78	\$ 2.27	1.837	\$ 25.72		\$ 25.72	\$ 3.80	\$ 53.20
1723	134000	1	1	25	12638.00		\$ 28,688.26		\$ 28,688.26	\$ 2.27	1.837	\$ 23,216.01		\$ 23,216.01	\$ 3.80	\$ 48,024.40
1725	134002	1	1	25	11800.00		\$ 26,786.00		\$ 26,786.00	\$ 2.27	1.837	\$ 21,676.60		\$ 21,676.60	\$ 3.80	\$ 44,840.00
4529	135358	1	1	25	18405.00		\$ 41,779.35	\$ 12,313.19	\$ 54,092.54	\$ 2.27	1.837	\$ 33,809.99		\$ 33,809.99	\$ 3.80	\$ 69,939.00
4531	135360	1	1	25	26668.00	69,525.00	\$ 60,536.36		\$ 60,536.36	\$ 2.27	1.837	\$ 48,989.12	\$ 50,923.00	\$ 99,912.12	\$ 3.80	\$ 101,338.40
1723	182376	2	1	25	24.00		\$ 54.48		\$ 54.48	\$ 2.27	1.837	\$ 44.09		\$ 44.09	\$ 3.80	\$ 91.20
1723	134000	2	1	25	12715.00		\$ 28,863.05		\$ 28,863.05	\$ 2.27	1.837	\$ 23,357.46		\$ 23,357.46	\$ 3.80	\$ 48,317.00
1725	134002	2	1	25	11701.00		\$ 22,098.45		\$ 22,098.45	\$ 2.27	1.837	\$ 21,494.74		\$ 21,494.74	\$ 3.80	\$ 44,463.80
4529	135358	2	1	25	17098.00		\$ 38,812.46	\$ 12,313.19	\$ 51,125.65	\$ 2.27	1.837	\$ 31,409.03		\$ 31,409.03	\$ 3.80	\$ 64,972.40
4531	135360	2	1	25	24771.00	66,309.00	\$ 56,230.17		\$ 56,230.17	\$ 2.27	1.837	\$ 45,504.33	\$ 50,923.00	\$ 96,427.33	\$ 3.80	\$ 94,129.80
1723	182376	3	1	25	22.00		\$ 49.94		\$ 49.94	\$ 2.27	1.837	\$ 40.41		\$ 40.41	\$ 3.80	\$ 83.60
1723	134000	3	1	25	11470.00		\$ 26,036.90		\$ 26,036.90	\$ 2.27	1.837	\$ 21,070.39		\$ 21,070.39	\$ 3.80	\$ 43,586.00
1725	134002	3	1	25	11103.00		\$ 16,580.08		\$ 16,580.08	\$ 2.27	1.837	\$ 20,396.21		\$ 20,396.21	\$ 3.80	\$ 42,191.40
4529	135358	3	1	25	16354.00		\$ 37,123.58	\$ 12,313.19	\$ 49,436.77	\$ 2.27	1.837	\$ 30,042.30		\$ 30,042.30	\$ 3.80	\$ 62,145.20
4531	135360	3	1	25	23601.00	62,550.00	\$ 53,574.27		\$ 53,574.27	\$ 2.27	1.837	\$ 43,355.04	\$ 50,923.00	\$ 94,278.04	\$ 3.80	\$ 89,683.80
1723	182376	4	1	25	26.00		\$ 59.02		\$ 59.02	\$ 2.27	1.837	\$ 47.76		\$ 47.76	\$ 3.80	\$ 98.80
1723	134000	4	1	25	12793.00		\$ 29,040.11		\$ 29,040.11	\$ 2.27	1.837	\$ 23,500.74		\$ 23,500.74	\$ 3.80	\$ 48,613.40
1725	134002	4	1	25	10266.00		\$ 23,303.82		\$ 23,303.82	\$ 2.27	1.837	\$ 18,858.64		\$ 18,858.64	\$ 3.80	\$ 39,010.80
4529	135358	4	1	25	16428.00		\$ 37,291.56	\$ 12,313.19	\$ 49,604.75	\$ 2.27	1.837	\$ 30,178.24		\$ 30,178.24	\$ 3.80	\$ 62,426.40
4531	135360	4	1	25	23776.00	63,289.00	\$ 53,971.52		\$ 53,971.52	\$ 2.27	1.837	\$ 43,676.51	\$ 50,923.00	\$ 94,599.51	\$ 3.80	\$ 90,348.80
1723	182376	5	1	25	54.00		\$ 122.58		\$ 122.58	\$ 2.27	1.837	\$ 99.20		\$ 99.20	\$ 3.80	\$ 205.20
1723	134000	5	1	25	12020.00		\$ 27,285.40		\$ 27,285.40	\$ 2.27	1.837	\$ 22,080.74		\$ 22,080.74	\$ 3.80	\$ 45,676.00
1725	134002	5	1	25	11272.00		\$ 25,587.44		\$ 25,587.44	\$ 2.27	1.837	\$ 20,706.66		\$ 20,706.66	\$ 3.80	\$ 42,833.60
4529	135358	5	1	25	15729.00		\$ 35,704.83	\$ 12,313.19	\$ 48,018.02	\$ 2.27	1.837	\$ 28,894.17		\$ 28,894.17	\$ 3.80	\$ 59,770.20
4531	135360	5	1	25	22792.00	61,867.00	\$ 51,737.84		\$ 51,737.84	\$ 2.27	1.837	\$ 41,868.90	\$ 50,923.00	\$ 92,791.90	\$ 3.80	\$ 86,609.60
1723	182376	6	1	25	54.00		\$ 122.58		\$ 122.58	\$ 2.27	1.837	\$ 99.20		\$ 99.20	\$ 3.80	\$ 205.20
1723	134000	6	1	25	13234.00		\$ 30,041.18		\$ 30,041.18	\$ 2.27	1.837	\$ 24,310.86		\$ 24,310.86	\$ 3.80	\$ 50,289.20
1725	134002	6	1	25	12092.00		\$ 27,448.84		\$ 27,448.84	\$ 2.27	1.837	\$ 22,213.00		\$ 22,213.00	\$ 3.80	\$ 45,949.60
4529	135358	6	1	25	16917.00		\$ 38,401.59	\$ 12,313.19	\$ 50,714.78	\$ 2.27	1.837	\$ 31,076.53		\$ 31,076.53	\$ 3.80	\$ 64,284.60
4531	135360	6	1	25	24517.00	66,814.00	\$ 55,653.59		\$ 55,653.59	\$ 2.27	1.837	\$ 45,037.73	\$ 50,923.00	\$ 95,960.73	\$ 3.80	\$ 93,164.60
1723	182376	7	1	25	52.00		\$ 118.04		\$ 118.04	\$ 2.27	1.837	\$ 95.52		\$ 95.52	\$ 3.80	\$ 197.60
1723	134000	7	1	25	12810.00		\$ 29,078.70		\$ 29,078.70	\$ 2.27	1.837	\$ 23,531.97		\$ 23,531.97	\$ 3.80	\$ 48,678.00
1725	134002	7	1	25	11711.00		\$ 26,583.97		\$ 26,583.97	\$ 2.27	1.837	\$ 21,513.11		\$ 21,513.11	\$ 3.80	\$ 44,501.80
4529	135358	7	1	25	16859.00		\$ 38,269.93	\$ 12,313.19	\$ 50,583.12	\$ 2.27	1.837	\$ 30,969.98		\$ 30,969.98	\$ 3.80	\$ 64,064.20
4531	135360	7	1	25	24221.00	65,653.00	\$ 54,981.67		\$ 54,981.67	\$ 2.27	1.837	\$ 44,493.98	\$ 50,923.00	\$ 95,416.98	\$ 3.80	\$ 92,039.80
1723	182376	8	1	25	234.00		\$ 531.18		\$ 531.18	\$ 2.27	1.837	\$ 429.86		\$ 429.86	\$ 3.80	\$ 889.20
1723	134000	8	1	25	14967.00		\$ 33,975.09		\$ 33,975.09	\$ 2.27	1.837	\$ 27,494.38		\$ 27,494.38	\$ 3.80	\$ 56,874.60
1725	134002	8	1	25	13691.00		\$ 31,078.57		\$ 31,078.57	\$ 2.27	1.837	\$ 25,150.37		\$ 25,150.37	\$ 3.80	\$ 52,025.80
4529	135358	8	1	25	19536.00		\$ 44,346.72	\$ 12,313.19	\$ 56,659.91	\$ 2.27	1.837	\$ 35,887.63		\$ 35,887.63	\$ 3.80	\$ 74,236.80
4531	135360	8	1	25	27845.00	76,273.00	\$ 63,208.15		\$ 63,208.15	\$ 2.27	1.837	\$ 51,151.27	\$ 50,923.00	\$ 102,074.27	\$ 3.80	\$ 105,811.00
1723	182376	9	1	25	18.00		\$ 40.86		\$ 40.86	\$ 2.27	1.837	\$ 33.07		\$ 33.07	\$ 3.80	\$ 68.40
1723	134000	9	1	25	16370.00		\$ 37,159.90		\$ 37,159.90	\$ 2.27	1.837	\$ 30,071.69		\$ 30,071.69	\$ 3.80	\$ 62,206.00
1725	134002	9	1	25	14969.00		\$ 33,979.63		\$ 33,979.63	\$ 2.27	1.837	\$ 27,498.05		\$ 27,498.05	\$ 3.80	\$ 56,882.20
4529	135358	9	1	25	22001.00		\$ 49,942.27	\$ 12,313.19	\$ 62,255.46	\$ 2.27	1.837	\$ 40,415.84		\$ 40,415.84	\$ 3.80	\$ 83,603.80
4531	135360	9	1	25	31373.00	84,731.00	\$ 71,216.71		\$ 71,216.71	\$ 2.27	1.837	\$ 57,632.20	\$ 50,923.00	\$ 108,555.20	\$ 3.80	\$ 119,217.40
1723	182376	10	1	25	46.00		\$ 104.42		\$ 104.42	\$ 2.27	1.837	\$ 84.50		\$ 84.50	\$ 3.80	\$ 174.80
1723	134000	10	1	25	13287.00		\$ 30,161.49		\$ 30,161.49	\$ 2.27	1.837	\$ 24,408.22		\$ 24,408.22	\$ 3.80	\$ 50,490.60
1725	134002	10	1	25	12039.00		\$ 27,328.53		\$ 27,328.53	\$ 2.27	1.837	\$ 22,115.64		\$ 22,115.64	\$ 3.80	\$ 45,748.20
4529	135358	10	1	25	17956.00		\$ 40,760.12	\$ 12,313.19	\$ 53,073.31	\$ 2.27	1.837	\$ 32,985.17		\$ 32,985.17	\$ 3.80	\$ 68,232.80
4531	135360	10	1	25	25595.00	68,923.00	\$ 58,100.65		\$ 58,100.65	\$ 2.27	1.837	\$ 47,018.02	\$ 50,923.00	\$ 97,941.02	\$ 3.80	\$ 97,261.00
1723	182376	11	1	25	97.00		\$ 234.74		\$ 234.74	\$ 2.42	2.002	\$ 194.19		\$ 194.19	\$ 3.80	\$ 368.60
1723	134000	11	1	25	14209.00		\$ 34,385.78		\$ 34,385.78	\$ 2.42	2.002	\$ 28,446.42		\$ 28,446.42	\$ 3.80	\$ 53,994.20
1725	134002	11	1	25	13095.00		\$ 31,689.90		\$ 31,689.90	\$ 2.42	2.002	\$ 26,216.19		\$ 26,216.19	\$ 3.80	\$ 49,761.00
4529	135358	11	1	25	18203.00		\$ 44,051.26	\$ 12,313.19	\$ 56,364.45	\$ 2.42	2.002	\$ 36,442.41		\$ 36,442.41	\$ 3.80	\$ 69,171.40

4531	135360	11	1	25	25935.00
1723	182376	12	1	25	12.00
1723	134000	12	1	25	12978.00
1725	134002	12	1	25	11849.00
4529	135358	12	1	25	16254.00
4531	135360	12	1	25	23153.00

71,539.00	\$	62,762.70	\$	62,762.70	\$	2.42	2.002	\$	51,921.87	\$	50,923.00	\$	102,844.87	\$	3.80	\$	98,553.00
	\$	29.04	\$	29.04	\$	2.42	2.002	\$	24.02	\$		\$	24.02	\$	3.80	\$	45.60
	\$	31,406.76	\$	31,406.76	\$	2.42	2.002	\$	25,981.96	\$		\$	25,981.96	\$	3.80	\$	49,316.40
	\$	28,674.58	\$	28,674.58	\$	2.42	2.002	\$	23,721.70	\$		\$	23,721.70	\$	3.80	\$	45,026.20
	\$	39,334.68	\$	12,313.19	\$	2.42	2.002	\$	32,540.51	\$		\$	32,540.51	\$	3.80	\$	61,765.20
64,246.00	\$	56,030.26	\$	56,030.26	\$	2.42	2.002	\$	46,352.31	\$	50,923.00	\$	97,275.31	\$	3.80	\$	87,981.40
		Wheeling Rate Adjustment	\$	(38,285.82)													
821,719.00	\$	1,872,583.33	\$	147,758.28	\$	2.41		\$	1,531,902.33	\$	611,076.00	\$	2,142,978.33	\$	2.61	\$	3,122,532.20
													Proposed Revenue	8.12%			57.54%
													\$	647,449.75		\$	1,627,003.62
													\$	160,922.54		\$	1,140,476.41
													Difference				Difference

City's cost to purchase water

\$1,495,528.58

2025 Revenue

\$ 486,527.21

AGREEMENT

This AGREEMENT made and entered into this ___ day of _____, 20__ by and between the City of Bentonville, Arkansas, an Arkansas municipal corporation, hereinafter called the "CITY" and Bella Vista Village Property Owners Association, Benton County, Arkansas, a non-profit corporation, hereinafter called the "VILLAGE";

WITNESSETH THAT:

WHEREAS, the Village is owner of a water system providing retail water supply to a planned residential community known as Bella Vista Village, Arkansas; and

WHEREAS, water is being supplied to the VILLAGE by the CITY through three metering stations; one being located at Cold Cave Drive Pumping Station, one at Bridgewater pumping station, and one at 3471 South Lake Drive; and

WHEREAS, the Village, to provide for its present and future potable water needs, desires to continue the purchase of treated water from the CITY; and

WHEREAS, the CITY has facilities and is able to supply the VILLAGE water as outlined in this agreement and continues to be committed to said service; and

WHEREAS, the CITY purchases treated water from the Beaver Water District; and

WHEREAS, the VILLAGE is willing to make a commitment to purchase a portion of the CITY'S total water purchased from Beaver Water District to provide the VILLAGE'S water supply needs hereinafter outlined in this agreement for the term of this agreement; and

WHEREAS, the VILLAGE desires to be assured that the CITY continues to have the facilities necessary to provide the VILLAGE with adequate water service and a supply of potable water; and

WHEREAS, Arkansas State law specifically authorizes cities to provide water service outside their corporate limits where the demand for such service is sufficient to produce revenues that will cover the cost of such service.

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. That the CITY will deliver to the VILLAGE potable treated water, meeting standards set forth by Federal and State agencies having authority to establish water quality standards that uniformly apply to the Beaver Water District and to the CITY and its customers and as those standards may be amended from time to time.

That both parties understand and agree that the VILLAGE shall pay for the volume of water registered on the master metering equipment provided by the CITY for that purpose.

The CITY will furnish said water at 3471 South Lake Drive, Cold Cave Drive delivery point at a normal minimum pressure of 100 pounds per square inch gauge (psig) and Bridgewater delivery point at a normal and minimum pressure of 50 psig.

The CITY shall provide available capacity to the VILLAGE of up to 2.3 million gallons per day (MGD) at the Cold Cave metering station and up to 3.7 MGD at the Bridgewater metering station, except during an emergency condition whereby the maximum rate could be exceeded with mutual consent of the CITY and the VILLAGE.

2. That the VILLAGE will pay the CITY for wholesale treated water purchased in two (2) parts;

(a) The VILLAGE will pay a BASE CHARGE for Operation, Maintenance, Repair, Rehabilitation and Replacement of the CITY infrastructure servicing the VILLAGE, and other reasonable and associated water utility operational costs (such as billing, etc.) incurred by the CITY. The BASE CHARGE shall be determined at the time a rate analysis is performed as outlined in Section 4 below and adjusted according to the rate study findings. The initial BASE CHARGE shall be \$50,923.00 due monthly commencing on January 1, 2026, and extended for a minimum of one (1) year. Except as modified by Section 4b, said BASE CHARGE shall remain in effect until the next rate analysis is performed as outlined in section 4 below.

(b) The VILLAGE will pay to the CITY a BULK WATER CHARGE, which will recover the cost of water purchased by the CITY from Beaver Water District (BWD) for delivery to the VILLAGE. The VILLAGE will compensate the CITY for the sum of metered water volume from all metering sites, adjusted for the tested meter accuracies at the unit price per 1,000 gallons charged by BWD for water purchased for delivery to the VILLAGE plus a markup of ten percent (10.0 %). The BULK WATER CHARGE shall be adjusted timely in accordance with periodic and retroactive adjustments as implemented by BWD, such that the BULK WATER CHARGE billed to the VILLAGE is equal to the rate charged for water purchased from BWD for delivery to the VILLAGE, plus a 10% mark-up.

(c) In addition to the two parts the VILLAGE will pay each month described in sections (a) and (b), for any VILLAGE usage that exceeds 5.25 million gallons in a day or 291,600 gallons in an hour (as defined in Section 3 of this agreement) the VILLAGE shall pay a surcharge of 20% of the BWD volume rate to the CITY for all usage that exceeds the defined limits.

3. That it is further agreed by the parties that the maximum daily total volume purchased by the VILLAGE will be 5.25 million gallons with a maximum hourly flow rate of 291,600 gallons.

4. The CITY may adjust the BASE CHARGE, as described in Section 2(a) of this contract, no more than once per calendar year, as described in this section.

(a) That no later than five years after the initial date of this agreement, the CITY shall complete and deliver to the VILLAGE an analysis of the cost of water via study and report performed on a cost of service basis to update billing rates in accordance with generally accepted ratemaking principles as outlined in American Water Works Association's Manual M1: Principles of Rates, Fees and Charges (Manual M1), or its equivalent, as amended from time to time. The resulting rate(s) and any related components determined by said analysis will be charged by the CITY until the subsequent analysis is performed. Results of any study and resulting rates shall become effective on January 1 following completion of said study with no less than 3 months notice of rates to be imposed. The Study shall be completed at any interval not less than 1 year and not more than 5 years from the completion of a prior study. This requirement may be waived for any given year with the concurrence of the governing bodies of both the CITY and the VILLAGE.

"Cost of Service Methodology". The methodology to be used by CITY to determine the cost of providing water to the VILLAGE refers specifically to the "utility basis" approach to determining the revenue requirement and the "Base - Extra Capacity Method" of allocating the revenue requirement as these are described in Manual M1.

(b) If it has been less than five years since the previous cost of water analysis described in Section 4(a), the CITY may adjust the BASE CHARGE by an amount equal to or less than the year over year percentage change in the Water and sewerage maintenance expenditure category (or its equivalent) of the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Department of Labor Bureau of Labor Statistics (or its successor).⁵ That the VILLAGE, at its own expense, has the right to have a Cost-of-Service Study performed at any time and that the CITY agrees to provide all reasonable and relevant information appropriate for the Cost-of-Service Study to be performed. It is agreed that such Cost-of-Service Study performed by the VILLAGE is in no way binding upon the CITY but may be used in negotiations for rate-making purposes. Both parties agree to work together to resolve any Cost-of-Service Study differences to the mutual benefit of each other.

6. That in the event that Beaver Water District adjusts the cost of treated water purchased by the CITY, the CITY shall immediately adjust concurrently on the effective date the VILLAGE's BULK WATER RATE in the amount of the net adjustment of the treated water cost.

7. That the CITY and VILLAGE both covenant and agree that each will abide by all rules, regulations and specifications of the Arkansas Department of Health and Human Services (ADHHS) and the U.S. Environmental Protection Agency (USEPA) applicable to the protection and safety of public water supply systems.

8. The VILLAGE shall pay all costs, charges, and all expenses incidental to construction, maintenance and operation of its own water distribution system and all costs, fees and expenses that may be entailed or incurred in providing any mains or any other distribution facilities from the three respective metering sites of the CITY for the VILLAGE. In like manner, the CITY shall pay all costs, charges and all expenses incidental to construction, maintenance and operation of

its own water distribution system. The CITY and VILLAGE shall share all costs, charges, fees and expenses that may be entailed or incurred in providing any new mains devoted to the delivery of wholesale water to the VILLAGE based on a prorated share of the average volume used by the respective parties.

9. That the CITY shall use all reasonable diligence to provide and maintain an uninterrupted water service to the VILLAGE, but in case of cessation, deficiency, variation in pressure or any other failure or reversal of the service resulting from Acts of God, public enemies, strikes, riots, wars, repairs, orders of any court or any other act responsibly beyond the control of the CITY, the CITY shall not be held responsible to the VILLAGE or any other person for the damage either directly or indirectly resulting from such interruption or failure.

10 If interruptions in service to the VILLAGE become necessary due to repair, extension or rehabilitation of the system, the VILLAGE shall receive timely prior notice of such outage and when the event can be reasonably scheduled, written notice shall be not less than thirty (30) days prior to commencement of any such work.

Should the CITY be unable or unwilling to supply adequate water volume or if the water demand rate of the VILLAGE cannot be met, as defined by this Agreement in Part 1 until Year 2026 and thereafter the Max Day will be 5.25 MGD as defined in Part 2, the VILLAGE may obtain emergency or long term water service from any other source.

11. That the CITY hereby reserves the right to discontinue supplying water to the VILLAGE under this AGREEMENT without notice for any of the following reasons:

- a. Fraudulent misrepresentation as to the condition of the VILLAGE's distribution system as it relates to the protection and safety of the public water supply.
- b. For emergencies where damage to property, equipment or life are likely to occur.
- c. By order of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency.
- d. If any rules or regulations of the Arkansas Department of Health and Human Services or the U.S. Environmental Protection Agency relating to the safety and protection of the public water supply are being abused or violated, as determined by the regulating agency.
- e. For nonpayment as set forth in this agreement.

12. That metering equipment shall be tested annually for accuracy by an independent and duly qualified firm/agency retained by the CITY to ensure accuracy of measurement. The VILLAGE shall be notified at least three (3) days in advance of the time of such test and shall have the right to monitor such test. Each of said metering devices shall be within acceptable standards or shall be immediately repaired, refurbished or otherwise replaced with equivalent

quality metering devices to conform within acceptable standards as recommended and accepted by the American Water Works Association. All billable water volumes shall be corrected based upon the average of the as found and the as-restored test results. The CITY shall have full control of the metering equipment at all times and shall continue to be committed to incur the obligation to maintain those facilities and equipment annually to recommended standards of the American Water Works Association.

13. That the CITY shall read each meter on the first calendar day of each month and a statement rendered as hereinbefore provided. The invoice and payment schedules by the respective parties shall be in accordance with the following procedures. The bill shall be presented to the VILLAGE for payment within fifteen (15) calendar days of the reading date described above. The bill shall be due and payable by the due date, roughly twenty-one (21) days following the date of the bill for the prior month's water purchased. After the due date each month, a ten percent (10%) late penalty will be added to the bill to help defray the cost of handling and processing, and the CITY will provide prompt written notice of nonpayment to the VILLAGE by mail. If payment has not been received by the eighth (8th) day after the due date of bill, the water supply may be discontinued for nonpayment.

In the event the VILLAGE contests a billing by the CITY, the VILLAGE shall pay the full amount of the uncontested portion(s) in accordance with the above paragraph. In the event the VILLAGE is determined to owe any portion of the contested amount, the VILLAGE will pay the remainder amount within fifteen (15) days following resolution of the contested portion(s).

14. That the VILLAGE may have its representative read the master meters at the time of regular reading if so desired, or the VILLAGE may request that the meters be checked or re-read in order to verify its record, and the VILLAGE shall have the right to read said master meter(s) at any other time it deems such action is warranted. If, however, the meter(s) is/are removed for testing more frequently than one accuracy test per year per meter(s) at the request of VILLAGE, and the meter(s) is/are found to be within tolerances for accuracy as previously established in the AGREEMENT, the VILLAGE shall bear all reasonable costs for removal and testing connected therewith. Otherwise, the CITY will bear all costs for the test; volumetric usage during periods of absence of the master meter operation for testing purposes shall be based on the average daily and hourly volume for the corresponding month of the previous year proportioned for the actual hours the meter was out of service.

That the CITY will simultaneously furnish to the VILLAGE the meter data signal and information provided by the metering facility devices should the CITY automate or upgrade its master metering sites with system control and data acquisition (SCADA) information system(s) at no extra charge. In the absence of such facilities being available by the CITY, the CITY will permit the VILLAGE to furnish and install automated metering devices, approved by the CITY, for SCADA application by the VILLAGE at the VILLAGE's sole cost for installation.

15. That the VILLAGE covenants and agrees that in the event of no registration by the master meters, the CITY may render an average bill to the VILLAGE for that portion of the month in which the nonregulation occurred. The volumetric usage to be used for the average bill shall be calculated based on the actual daily and hourly-metered volumes of the previous three months proportioned for the actual hours the meter was out of service.
16. That the VILLAGE covenants and agrees that it will accept and participate to the extent of its authority in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of the CITY, provided that all retail and wholesale customers of the CITY are likewise required to follow like rationing guidelines.
17. This agreement shall remain in full force and effect for an initial period of ten (10) years from and after the effective date of this agreement and shall automatically renew for subsequent five (5) year periods thereafter. Any party wishing not to renew this agreement at the conclusion of the initial term, or any five-year term, thereafter, must submit a written notice of non-renewal at least twelve (12) months prior to the date that the agreement would otherwise be renewed. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing withing thirty (30) days of the date of the non-renewal notice. This agreement may be amended during any term only by written approval of both parties executed by the proper authority of the respective parties.
18. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this agreement.
19. This agreement may be executed in counterparts, which together shall constitute a single agreement.
20. If at any time both parties are unable to resolve a dispute over the terms and conditions of this agreement, either party may request in writing that the matter be submitted for mediation. If both parties agree to mediation, they will select and agree on a mediator. The cost of mediation shall be equally shared and paid for by the CITY and the VILLAGE..
21. That this agreement and all of the provisions hereof shall be binding upon and insure to the benefit of the parties hereto, their successors or assigns, and supersedes any other prior contract(s) for water purchase between the parties. Both parties agree and consent that neither this agreement nor any of the rights, interest, nor obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party excepts as herein provided.
22. All notices, request, demands and other communications under this agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

If to the CITY:
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712
ATTN: Legal Department

If to the VILLAGE:
Bella Vista Village POA
98 Clubhouse Drive
Bella Vista, Arkansas 72715
ATTN: President

23. That the effective date of this AGREEMENT shall be the ____ day of _____, 20__.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Benton County Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, have hereto set their hands and caused the corporate seal to be hereunto affixed, and the President and Secretary of Bella Vista Village Property Owners Association, Benton County Arkansas have hereunto set their hands and seals, all of the date first about written.

CITY OF BENTONVILLE, ARKANSAS

ATTEST;

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION

ATTEST;

Tom Judson, President

Jessica McCrary, Corporate Secretary



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM PETIQ; AMENDING THE 2026 BUDGET TO RECOGNIZE SAID DONATION; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Animal Services Department has received a donation from PetIQ in the amount of twenty thousand dollars (\$20,000.00) as part of three-year sponsorship;

WHEREAS, the total to be paid for 2026-2028 will be sixty thousand dollars (\$60,000.00);
and

WHEREAS, a budget adjustment is needed to accept this donation.

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

Section 1: The 2026 Budget is hereby adjusted to recognize a donation from PetIQ in the amount of twenty thousand dollars (\$20,000.00) into Account # 105060-37080 – Sponsorship;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
----------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: January 22, 2026
Re: Accepting a grant from the Walton Family Foundation for the design of the 18th Street Sidepath.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation, in the amount of \$280,657, for the design of the 18th Street Sidepath.

The 18th Street Sidepath design will run the length of 18th Street from SE C Street to Osage Park. This is a Tier 1 project from the Connect Bentonville Master Plan. The design grant will produce full construction documents to allow for the construction of the Sidepath, if funding is available. The design is anticipated to take nine months to complete.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

Attachments:
Grant Agreement

WALTON FAMILY
FOUNDATION

January 14, 2026

Stephanie Orman
City of Bentonville
305 SW A St.
Bentonville, AR, 72712

RE: Grant 00113103

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$280,657.00 to support the design of approximately 0.6 miles of new active transportation infrastructure along 18th Street in Bentonville, connecting Osage Park to C Street. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Christie Yang
Secretary and General Counsel

Grant Agreement

January 14, 2026

Grant 00113103

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$280,657.00 to City of Bentonville ("Grantee" or "City"). The project term will be February 15, 2026 to December 15, 2026. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the design of approximately 0.6 miles of new active transportation infrastructure along 18th Street in Bentonville, connecting Osage Park to C Street as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$280,657.00 USD**

Grant payment will be made as follows:

Amount	Requirement	Date
\$280,657.00	Signed Grant Agreement	March 2026

3. **Payable:** The initial installment of \$280,657.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**

- The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
- Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a

description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Final Report	December 15, 2026

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00113103 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. Representations: Grantee represents and warrants to the Foundation that:

- a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code" or "IRC") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
- b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation; or
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- c. Grantee will comply with all applicable laws and regulations.
- d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. Grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. Anti-Discrimination: It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in Representations paragraph above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the

Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00113103 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by January 28, 2026, the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Christie Yang
Secretary and General Counsel

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to support the design of approximately 0.6 miles of new active transportation infrastructure along 18th Street in Bentonville, connecting Osage Park to C Street.

Performance Measures

Goal: To design approximately .6 miles of new side path or safe route along 18th Street connecting Osage Park to SE C Street.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City will select a qualified consultant that will create project design and bid documents to be published for public construction bids.	12/01/2026	Copy of plan set and bid documents
Outcome	The final design will be reviewed by the Bentonville Active Transportation Advisory Board and recommended to move forward.	12/15/2026	Advisory Board Minutes

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS (\$280,657.00), FOR THE DESIGN OF THE 18TH STREET SIDEPATH; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a grant from the Walton Family Foundation (WFF), in the amount of two hundred eighty thousand six hundred fifty-seven dollars (\$280,657.00);

WHEREAS, this grant will fund the design of the 18th Street Sidepath;

WHEREAS, this design covers the length of 18th Street from SE C Street to Osage Park; and

WHEREAS, a budget adjustment is needed to accept and appropriate funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the WFF, in the amount of two hundred eighty thousand six hundred fifty-seven dollars (\$280,657.00), to fund design of the 18th Street Sidepath;

Section 2: The 2026 Budget is hereby adjusted to recognize two hundred eighty thousand six hundred fifty-seven dollars (\$280,657.00) in grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2026 Budget is further adjusted to appropriate the same from Account #105030-33810 – Local Grants into Account #105030-47390 – Improvements Other than Building/Projects;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
----------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: January 22, 2026
Re: Entering Into An Agreement with Toole Design for the 18th Street Sidepath.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement, in the amount of \$280,657, with Toole Design for the design of the 18th Street Sidepath.

The 18th Street Sidepath design will run the length of 18th Street from the new trail on SE C Street to Osage Park. This is a Tier 1 project from the Connect Bentonville Master Plan. The design grant will produce full construction documents to allow for the construction of the Sidepath, if funding is available. The design is anticipated to take nine months to complete. Toole was selected through the SOQ process.

If you have any questions, regarding this item, please contact me at 418.8653, or email at jstacey@bentonvillear.com.

Attachments:
Design Contract

Contract for Professional Services Between:
City of Bentonville (“Client”) and
Toole Design Group, LLC (“TOOLE”)

1. Project Overview:

Project Name: 18th Street Bikeway Trail Design
TOOLE Project Number: 00XNA.00109.02
Client Name: City of Bentonville (“Client”)
Contract Effective Date: September 15, 2025

2. Project Information:

TOOLE Budget: **\$280,657**
Term of Agreement: September 15, 2025-
December 31, 2026
Project Location: Bentonville, Arkansas

3. TOOLE Project Manager:

Name: Rebecca Byford
Email: rbyford@tooledesign.com
Phone: (479) 223-6707

4. Client Project Manager:

Client Organization: City of Bentonville
Client Project Manager: Josh Stacey
Email: jstacey@bentonvillear.com
Phone: (479) 418-8653

5. TOOLE Main Office Contact Information:

Admin/Finance Address:
8484 Georgia Ave, Suite 800
Silver Spring, MD 20910
Phone: (301) 927-1900
Contracts: Contracts@tooledesign.com
Invoices: accounts.payable@tooledesign.com
& cc: TOOLE Project Manager

6. Terms and Conditions:

Except to the extent modified by Amendments (if applicable), Terms and Conditions attached incorporated here shall apply.

Exhibits/Attachments:

- Terms and Conditions
- Attachment A - Scope of Work and Detailed Budget and Fees

**AGREEMENT BETWEEN
CITY OF BENTONVILLE
and
TOOLE DESIGN GROUP, LLC
TOOLE# 00XNA.00109.02**

This Agreement is made as of September 15, 2025, between Toole Design Group, LLC (“TOOLE”) having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Bentonville (“Client”), (collectively the “Parties”) having its principal office of business at 305 SW A Street, Bentonville, Arkansas 72712.

AGREEMENT

TOOLE and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TOOLE and Client.
2. The scope of this Agreement (the “Project” or “Services”) and time period of performance are as indicated in *Attachment A*.
3. Client shall compensate TOOLE on a time and materials basis. The initial not exceed budget shall be **\$280,657**. This is based on an estimate of hours, cost of materials, period of performance and other factors as further described in Attachment A. If any of the above factors has a significant impact on the initial not to exceed amount, TOOLE will notify Client in writing and work with Client on an amendment to the not to exceed amount. If the not to exceed amount has been reached, TOOLE reserves the right to stop work until a written amendment has been executed by both Parties. TOOLE reserves the right to escalate rates annually on or around April 1st of each year. A more detailed description of the compensation for the Services may be found in *Attachment A*.
4. TOOLE shall submit invoices (no more frequently than once per month) based on the percentage of work completed during that time period and Client shall pay TOOLE within thirty (30) days after receipt of invoice. Should the Client fail to make timely payment, TOOLE reserves the right to stop work until payment is received.
5. This Agreement shall automatically terminate on December 31, 2026. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TOOLE will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TOOLE to enter upon public and private property as required for TOOLE to perform the Services. TOOLE shall be able to reasonably rely on any data or information provided by the Client necessary to perform the Services under this Agreement.
7. Client shall give written notice to TOOLE whenever Client becomes aware of any development that affects the scope or timing of TOOLE’s Services.

8. Financial records of TOOLE pertinent to TOOLE's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
9. TOOLE shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TOOLE shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TOOLE auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Contractor at:

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

To Client at:

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712

11. TOOLE has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property. TOOLE shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TOOLE shall maintain this insurance at least until the completion of TOOLE's services.
12. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and TOOLE. Client shall make available to TOOLE drawings, specifications, schedules and other information and data which are pertinent to TOOLE's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
13. If this Agreement provides for any construction phase services by TOOLE, it is understood that the Contractor, not TOOLE, is responsible for the construction of the project, and that TOOLE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
14. The standard of care for all professional services performed or furnished by TOOLE under this Agreement will be the skill and care used by members of TOOLE's profession practicing under similar circumstances at the same time and in the same locality. TOOLE makes no warranties, express or implied, under this Agreement or otherwise, in connection with TOOLE's services.

15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Arkansas.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney's fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
20. This Agreement represents the entire integrated agreement between TOOLE and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written.

Toole Design Group, LLC

City of Bentonville

By: _____
Name: Jared Draper
Title: Director of Operations, South

By: _____
Name: Stephanie Orman
Title: Mayor

SCOPE OF WORK

The City of Bentonville will retain the expertise of Toole Design to provide engineering services for preparing construction plans, contract bid package, and an opinion of probable construction cost, for the project outlined in the project overview below.

Project Overview

Budget has been set aside to provide for the design of a 11-ft wide shared use path (SUP) connection from Osage Park at SW F St to the new SUP at the intersection of SE C St and SE 18th St. with the goal of improving active transportation routes between locations of interest. The preliminary design is expected to be submitted as part of a submittal for grant funding.

Any changes to the extents of the project limits described below or the addition of any new project area will impact the schedules for design and construction and will require amendments to this scope of work. The following is an overview of the scope of work for the shared use path improvements:

Design Document Set #1:

- SW F Street SUP Connection at Osage Park to SW 18th Street
- SW 18th Street SW F Street to SE C Street
- SW C Street..... SE 18th St to SUP Connection at SE 18th St
- Intersection Safety Treatments..... Intersection of SW 18th St and SW D St
- Intersection Safety Treatments..... Intersection of SW 18th St and S Walton Blvd
- Crossing at SE C St..... Intersection of SE 18th St and SE C St

Toole Design will design a schematic layout showing two alternative alignments through the project limits. The schematic will consider grading, drainage, utilities, signal impacts and modifications, gaps in connectivity and accessibility, easement concerns, retaining walls, and other factors to determine the most cost-effective alignment for the SUP. Toole Design will proceed with the preferred alignment as directed by the City of Bentonville.

Toole Design will subcontract with Halff Associates, Inc to perform topographic surveys and subsurface utility engineering quality level C (SUE QL-C) of the confirmed SUP alignment.

Toole Design will prepare one set of standalone Plans, Specifications, and Estimates (PS&E) construction documents to City of Bentonville design standards, as applicable, to allow for permitting and bidding for construction. The design will follow the City's TIP process for design through the bid plan set.

1 PROJECT MANAGEMENT

1.1 Progress Meetings, Quality Control, and Scheduling

Toole Design will coordinate with the City of Bentonville to develop the project design for this SUP connection project. This will include ongoing communication via email and up to twelve (12) virtual monthly progress meetings for the duration of the project. Submittal review meetings, when needed, will take the place of the monthly progress meetings. A Project Management Plan (PMP) will be developed for the project, complete with a quality control approach and associated procedures. Toole Design will also conduct ongoing coordination with City staff and other agencies as appropriate.

The PMP will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items to be achieved. Toole Design will provide updates to the project schedule as needed. The PMP will include our Quality Assurance/Quality Control approach, which will occur at each submittal milestone, and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

1.2 Progress Reports and Invoices

The Toole Design Team will prepare monthly invoices and progress reports for review by the project manager for the City. These reports will include a summary of:

- Activities ongoing or completed during the reporting period;
- Activities planned for the following month; and
- Problems encountered and actions to remedy them;
- Status including, percent complete by task, applicable notes on project progress, and supporting documentation.

Task 1 Deliverables:

- Monthly progress calls with City staff
- Meeting agendas and minutes
- Monthly invoices and progress reports

2 DATA COLLECTION

2.1 Draft Survey

Topographic survey along the proposed shared use path alignments will be collected and processed in accordance with the City of Bentonville's survey guidelines and requirements. The limits of any survey along SUP improvements shall extend 50-ft before and after the project limits and extend from the street centerline to 20-ft beyond the apparent public right-of-way line, where access allows.

The City shall provide available roadway plans, land records, property deeds, and tax map files on file for properties within the project limits. The purpose will be to document the property lines and owners within the project limits for subsequent right-of-way determination use. This right-of-way and property information will be compiled and presented on the plans.

The topographic survey and base map processing shall include sufficient information to design, permit, acquire right-of-way, and construct the project. This is likely to include all overhead and underground utilities, land monuments, physical surface and traffic features, and existing surface cross sections. Existing utility information will be collected based on locates conducted by Halff Associates, Inc., a subcontractor, at Quality Level C (compiled from record information and correlated with observable surface features) and depicted on the survey base mapping as indicated on existing historic records provided by the Client and/or by the respective utility companies, and as marked in the field. The survey will confirm existing lane configurations and widths and provide Toole Design with base files for design in the appropriate format.

The survey base mapping will also include:

- Existing right-of-way information including property owner information and parcel ID.
- Ground elevations with contours at one-foot intervals and spot elevations, expressed to the nearest hundredth of a foot (0.01'), on hard and soft surfaces, where appropriate.
- Benchmarks will be shown on the plan and will include the description, datum and elevation (to the nearest hundredth of a foot) along with the location as referenced to an adjacent boundary line or physical feature.
- All overhead and underground utility information, including, but not limited to storm, sewer, water, electrical, fiber, and communications.
- Names of utility operating authorities for each utility as available from the utility owner or Client-provided records.
- All observable surface features including, but not limited to traffic components, signage, and pavement markings.
- Survey Mapping along the project alignment will be produced at a 1" = 20' scale.

2.2 Final Survey

If additional survey information is needed during the design process, Halff Associates, Inc, as a subconsultant to Toole Design, will perform additional survey services and provide the data to Toole Design for preparation of construction drawings. Final survey will include any supplemental information that is needed to complete the PS&E package that was not captured during the initial survey.

Task 2 Deliverables:

- Draft Survey in AutoCAD format
- Final Survey in AutoCAD format

3 PRELIMINARY ASSESSMENT

3.1 Corridor Assessment (10%)

The design team will review City input and first-hand observations from one (1) site visit by two (2) staff, to prepare an assessment of each side of the roadways (1st Submittal - 10% Complete) and two (2) opinions of probable cost (OPC), split into three segments defined as Osage Park to D Street, D Street to Walton Boulevard, and Walton Boulevard to C Street, and a +/- 30% level of cost contingency.

A map in pdf format will be prepared to illustrate the information necessary to define the project and select the final SUP alignment. The map will call out the existing features, proposed SUP layout on each side of the roadway, design conflicts and concerns, approximate construction limits, limits of engineering, and visual examples of intersection treatments for three intersections. The map will not be submitted through eTrakIt. Toole Design will conduct a collaborative meeting with key City staff to discuss essential project considerations. These considerations may include but are not limited to safety, user comfort, overall design principles, apparent utility and rights-of-way concerns, quality control protocols, schedule, and deliverables. These factors are paramount to developing conceptual design. The preferred alignment will be selected during the Preliminary Assessment Phase. This phase does not include survey or SUE.

Task 3 Deliverables:

- 1st Submittal: Annotated project map in PDF format
 - » Includes illustrative photos of typical sections and recommended safety countermeasures
- Opinions of probable cost
- Meeting minutes from collaborative meeting with key City staff

4 CONCEPTUAL DESIGN

4.1 Concept Design Plans (30%)

The design team will review the site visit data, comments from the preliminary assessment, topographic survey, and City input to prepare a concept layout for the selected SUP alignment (2nd Submittal - 30% Complete). The design team will also update the opinion of probable cost (OPC) with payment line items including a +/- 20% level of cost contingency, and a memo containing the basis of design.

The concept layout will consist of approximately 30 sheets that generally following the sections of the plan set, as shown below, to illustrate the information necessary to define the project. Sheets not listed are excluded from this scope of work. Plans will be submitted as full-size, electronic plans in PDF format. The sheets will display the existing features and right-of-way from the survey, the proposed SUP layout, design conflicts and concerns, opportunities for safety or traffic calming elements, and construction limits. They will also show anticipated utility impacts and potential right-of-way or easement needs, whether temporary or permanent. Public utilities review will occur through the City's TIP submittal process.

- Cover Sheet
- General Notes
- Legend and Abbreviations

- Typical Sections
- Control Sheets
- Key Map Sheets
- SUP Construction & Removal Plan overlaid on aerial imagery

Toole Design will conduct a conceptual layout pre-application collaborative meeting with key City staff to discuss essential project considerations. These considerations may include but are not limited to safety, user comfort, overall design principles, utility and rights-of-way impacts, quality control protocols, schedule, and deliverables. These factors are paramount to developing preliminary plans and bid plan set construction documents.

4.2 Task 4.2 Traffic Data Collection and Assessment

Toole Design will perform a traffic analysis to demonstrate the applicability and functionality of multimodal safety design elements. To capture school and commuter traffic, turning movement counts will be performed from 7:00am to 7:00pm on a non-holiday weekday when school is in session. Turning movement counts will be collected at the following intersections:

- A. SW 18th Street at SW D Street
- B. 18th Street at S Walton Boulevard
- C. SE 18th Street at SE C Street (South)
- D. SE 18th Street at SE C Street (North)

To capture Average Daily Traffic (ADT), vehicle classification, and speed, counts will be performed for a three-day period midweek at three locations:

1. SW D Street north of SW 18th Street
2. SW 18th Street between SW D Street and S Walton Boulevard
3. SW 18th Street near Parkview Place

Collected traffic data (volumes, speed, vehicle classifications), will be used to guide recommendations for appropriate safety countermeasures to ensure safe crossings at critical intersections. Guiding these recommendations will be the Manual of Uniform Traffic Control Devices (MUTCD), AASHTO Guide for the Development of Bicycle Facilities, and FHWA Guide for Improving Pedestrian Safety of Uncontrolled Crossing Locations (informally referred to as the STEP Guide).

Any recommendations that change or modify intersection control will be modeled in Synchro. Existing and Proposed will be analyzed to assess the impacts for decision-making purposes; mitigation measures to offset adverse impacts will also be investigated. Traffic volumes will not be forecasted for future conditions. It is assumed that the City of Bentonville will provide existing signal timing/phasing plans to serve as a baseline.

Following completion of the traffic analysis, Toole Design will meet (i.e., in person or virtually) with City staff to discuss the findings and request approval to advance the design with agreed upon intersection treatments and countermeasures.

Task 4 Deliverables:

- 2nd Submittal: Conceptual Plans in PDF format for preferred alternative
- Conceptual Opinion of Probable Cost total and breakdown
- Basis of Design Report
- Slide deck summarizing traffic analysis
- Meeting minutes from conceptual design pre-application meeting with key City staff
- Meeting minutes from traffic analysis meeting with City Staff

5 PRELIMINARY DESIGN

5.1 Preliminary Design (60%)

Upon the City's selection of the final alignment, the design team will advance the concept design to preliminary design (3rd Submittal - 60% Complete) by incorporating comments from the city review meeting and adding additional information to the project plans. One (1) site visit will be performed by two (2) staff to review conceptual comments in relation to the existing conditions. A preliminary opinion of probable cost with bid line items will be provided at this submittal with a +/- 15% level of cost contingency. The preliminary plans will be submitted by the City as part of a grant application for construction funding. Public utilities review will occur through the City's TIP submittal process.

The Preliminary Design will consist of approximately 80 sheets, as shown below, to illustrate the information necessary to define the project. Any sheets not shown are not included in this scope of work. Plans will be submitted as full-size, electronic plans in both PDF and DWG formats. The sheets will cumulatively show the existing features and right-of-way from the survey, proposed shared use path layout, construction limits, and utility impacts.

- Cover Sheet
- General Notes
- Legend and Abbreviations
- Quantity Table Sheets
- Typical Sections
- Control Sheets
- Detail Sheets
- Key Map Sheets
- SUP Construction & Removal Plan with Proposed Right-of-way, proposed drainage adjustments, and proposed utility adjustments
- Geometry & Grading Plans with Erosion Control
- Traffic Signal Modification Plans
- Temporary Traffic Control standards

As part of this submittal, Toole Design will determine with more certainty locations of easements (temporary and permanent) required to construct the project. These locations will be shown on the construction drawings. If easements will be required to complete the project, the development of tract exhibits or maps and legal descriptions will be completed using Task 7 of this scope of work on a per parcel basis. The proposed right-of-way file in dwg format can be provided to the City for acquisition purposes.

Upon the City's approval to continue design, the plans will be submitted for private utilities review, and the following list of contract bid documents, in draft form, will be prepared:

- Contractor Bid Form, PDF
- Summary of Work, Word document
- Allowances
- Section 01 00 00 standard documents
- List of ArDOT standard specifications and proposed special provisions

Task 5 Deliverables:

- 3rd Submittal: Preliminary Plan full-size set in PDF format
- Preliminary Opinion of Probable Cost
- Draft contract bid documents (upon City approval to continue design)

6 FINAL DESIGN

6.1 Final Design (95%)

Upon the City's approval to continue design, Toole Design will submit a Final Design package (4th Submittal – 95% Complete) with final plans, contract bid documents, and an updated opinion of probable cost for review and concurrence by the City of Bentonville. These plans will incorporate resolved comments and conditions received from City departments. The contract bid documents will include all information necessary to put the project out to bid. The specifications will list items to be constructed that are included in the City's Standard Specifications for Construction. Final utility relocations designed by the City will be shown. Toole Design will certify through the signature of an engineer registered in the State of Arkansas to practice "civil" engineering that these plans and subsequent 100% plans meet all applicable standards, codes, and requirements for design and public safety.

6.2 Contract Bid Documents (100%)

Toole Design will submit signed and sealed Contract (5th Submittal - 100% Complete) plans, updated list of items for bidding, quantities, an associated cost estimate, and final contract bid documents.

6.3 Bidding Services

Toole Design will include up to 8 staff hours to assist the City with request for information and amendments to advertised contract documents during the bidding phase.

Task 6 Deliverables:

- 4th Submittal: Final Design Package (95%)
- 5th Submittal: Contract Bid Documents and Plans

7 ROW ACQUISITION SERVICES

7.1 ROW Acquisition Services

The support to acquire temporary and permanent easements, if necessary, will occur after the completion of preliminary design, prior to the start of final design, with City approval. Services include using resolved boundary and design plans to create signed and sealed easement exhibits and legal descriptions for the process of acquisition of new permanent and temporary construction easements for any tax parcel that require additional easements for the project. The 8.5"x11" exhibit will include color aerial imagery, property boundary, and proposed easement boundary.

Task 7 Deliverables:

- Easement exhibit and legal description for each affected parcel

PROJECT ASSUMPTIONS

1. All plans will be submitted electronically in both PDF and DWG on 22" x 34" size plan sheets at a 1' = 20' scale and will be developed using AutoCAD Civil 3D 2025. Where geospatial coordinates are provided, they will be provided in Arkansas State Plane, North, in US Survey Feet, using the NAD 83 adjustment.
2. ROW acquisition services are limited to services related to preparation of easement exhibits and legal descriptions and does not include the acquisition and/or negotiation of temporary and permanent easements. Cost of purchasing any easement is also not included.
3. Proposed signs and locations will be shown on the plans and existing signs to be removed or replaced will be identified. All existing signs are not anticipated to be shown on the plans. The plans will note that the contractor is responsible for coordinating with utility companies to determine utility conflicts at new sign locations.
4. The City will provide as-built drawings and unit costs from existing bid item contracts or recent construction bids in the City for use in the design and cost estimate.
5. Public involvement tasks are not included in this scope.

6. No significant modifications to any roadway are expected, other than that within the immediate vicinity of proposed curb ramps and street crossings.
7. All project base mapping will be developed using detailed survey data.
8. Toole Design will not provide hard copies of plans or deliverables.
9. Easement acquisition services will be provided on a unit cost basis up to 23 parcels. No environmental clearance services will be provided.
10. No SWPPP Permitting Services will be provided.
11. No Environmental Services, including permitting or modeling will be provided.
12. No ArDOT coordination or permitting will be provided.
13. No Archeological Services will be provided.
14. No Structural Design Services will be provided.
15. No Design of green infrastructure or other water quality devices will be provided.
16. No Retaining Wall Design will be provided.
17. No Utility Coordination outside of utility locates, preliminary design submittal for private utilities review, or City Department Reviews will be provided.
18. No Utility Design Services will be provided.
19. No Storm drainage analysis, studies, or design services will be provided. Any storm pipe extensions or replacements will match existing sizes or at a size directed by the City. For proposed stormwater pipe or culverts, this scope assumes no profiles will be required.
20. No construction administration or oversight services are included as part of this scope but can be added via an amendment at a future date.
21. Traffic signal work is limited to adjustments of existing signals and poles and improvement of existing push buttons for ADA compliance.
22. ArDOT standard specifications and bid items will be used in the contract documents.
23. No cost escalation will be included in the cost opinions.

TASK SCHEDULE

A preliminary project schedule is shown below. Any substantive changes to the project plan may impact the project schedule. This schedule assumes the project will not require right-of-way acquisition, utility relocation, or drainage design, and, if deemed necessary, will require extending the schedule.

Tasks	WEEKS																																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
1- Project Management																																								
Ongoing Project Management																																								
2- Data Collection																																								
Draft Survey																																								
Final Survey																																								
3- Preliminary Assessment																																								
Corridor Assessment																																								
Review Meeting to Decide Alignment																																								
4- Concept Design																																								
Traffic Data Collection																																								
Concept Design Development (30%)																																								
Concept Design Review																																								
5- Preliminary Design																																								
Preliminary Design Development (60%)																																								
Preliminary Design Review																																								
External Project Needs																																								
Grant Funding Review																																								
ROW Easement Acquisitions																																								
6- Final Design**																																								
Final Design Development (95%)																																								
Contract Package Development (100%)																																								
Bid/Rfline Services																																								

* Concept Design task is contingent on City decision on alignment.

** Final Design task is contingent upon City approval to continue design after securing project funding and necessary easements.

*** The start date of each subsequent task is contingent on notice to proceed, on-schedule receipt of City comments, and approval of submittals within a timely manner.

**** The project schedule will be accelerated as opportunities arise.

TASK FEE

The total fee shown below includes labor, overhead, profit, and expenses and is to be hourly, not-to-exceed unless otherwise noted.

Task	Fee
1. Project Management	\$19,792
2. Data Collection	\$51,383
3. Preliminary Assessment	\$11,376
4. Concept Design	\$63,400
5. Preliminary Design	\$48,256
6. Final Design	\$43,210
7. ROW Acquisition Services (\$1,880 per parcel, up to 23 parcels)	\$43,240
TOTAL	\$280,657

*Task 7 will be billed on a unit cost basis.

FOR INFORMATION: Breakdown of Expenses & Subconsultant Fees		
Task 1	Travel	\$500
Task 2	Topographic Survey (Halff Associates, Inc)	\$32,500
Task 2	Utility Locate Services (Halff Associates, Inc)	\$9,803
Task 2	Traffic Counts (Quality Counts, LLC)	\$7,320
Task 7	ROW Acquisition Services (Halff Associates, Inc)	\$1,000 per parcel

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TOOLE DESIGN, IN THE AMOUNT OF TWO HUNDRED EIGHTY THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS (\$280,657.00), FOR DESIGN SERVICES FOR THE 18TH STREET SIDEPATH; AND FOR OTHER PURPOSES.

WHEREAS, Toole Design was selected via a professional selection committee;

WHEREAS, this complies with the City's Purchasing Policy; and

WHEREAS, this is funded through a grant.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Toole Design, in the amount of two hundred eighty thousand six hundred fifty-seven dollars (\$280,657.00), for design services for the 18th Street Sidepath;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	Appointment

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks and Recreation Parks Planner
Date: February 10, 2026
Re: Change Order Authorizing an Amended Agreement with GTS, Inc. for Bentonville Park Maintenance Facility

Parks and Recreation staff is requesting approval for a change order in the amount of \$23,677.30 to GTS, Inc. for additional geotechnical services at the Bentonville Maintenance Facility. GTS, Inc. was selected to ensure construction quality through earthwork testing, soil sampling, and structural inspections.

The original contract was an estimate for testing; however, due to construction sequencing and site conditions that differed from pre-construction assumptions, an increase in scope is required to complete the facility. The following factors contributed to the overage:

- Segmented Earthwork: Due to existing and unknown below-grade conditions, including fill soils and an active sewer main, work was performed in small, segmented areas rather than via mass grading.
- Remaining Scope: This request includes an estimated \$24,700.00 for remaining testing services, such as pavement subgrade, structural concrete, and masonry observations.

The financial impact of this change order is as follows:

- Original Contract Amount: \$47,200.00
- Requested Change Order: \$23,677.30
- New Total Contract Amount: \$70,877.30

If you have questions concerning this item, please email me at wtomlinson@bentonvillear.com or call 479-271-3392.

Attachments:

Original GTS Agreement

Amended GTS Contract Agreement

www.gtsconsulting.net

January 21, 2026

City of Bentonville
Parks and Recreation
215 SW A Street
Bentonville, Arkansas 72712

Attention: Mr. Wade Tomlinson

Re: Materials Testing Services Budget
Bentonville Parks Facility Renovation
Bentonville, Arkansas
GTS Project No. 25-11155

Mr. Tomlinson:

This letter is issued as an update to our budget for the above-mentioned project. The original proposal was issued for GTS's testing and inspections services for \$47,200.00. Through GTS's most recent invoice for work through November 2025, the total amount billed for this project by GTS is \$41,862.80. Additional fees have been accrued since our last invoice in the amount of \$4,314.50, bringing the total cost of fees to \$46,177.30 as of the date of this letter. This amount includes a credit of \$2,319.63 for cancelled site visits and one site visit for drilled and epoxied reinforcing steel. This credit amount will be covered by the contractor and

Based on the work performed to date and the remaining work, we kindly request a change order in the amount of \$23,677.30 to complete testing and inspections on this project. This letter summarizes the work performed to date, reason for overages, and anticipated remaining testing on this project. To authorize this work, please sign and date below:

Name and Title

Signature

Date

Please contact us if you have any questions regarding the information provided in this letter.

Sincerely,



Zack McDonald
CMT Project Manager



Jason Williams, P.E.
Principal Engineer

Summary of Overages

At the time GTS, Inc. prepared our original proposal, a detailed construction schedule was not provided. As is typical under those circumstances, the proposed number of site visits for testing and inspection services, specifically related to earthwork, was done based on reasonable assumptions derived from similar municipal projects and anticipated mass grading operations.

During construction, the contractor's sequencing and means-and-methods differed from those assumptions. Rather than performing mass grading over large, continuous areas, earthwork operations were conducted in smaller segmented areas. This approach was primarily driven by the presence of existing fill soils, poor/weak native soil conditions, and the presence of an active sewer main intersecting the building pad, all of which required localized excavation, evaluation and/or reworking prior to placement of new fill.

As a result, GTS was required to perform multiple additional site visits for proofrolling, subgrade evaluations, review of completed undercuts, and density testing beyond those included in our original proposal. Each discrete grading and fill operation resulted in separate observation trips and testing trips to comply with the project specifications. These additional visits were not attributed to inefficiencies or changes in testing requirements, but simply to accommodate the contractor's construction sequencing and site conditions encountered.

The total effect of these additional trips resulted in increased fees relative to the original estimated budget. A summary of the overages regarding the trips budgeted versus the actual trips requested by Crossland Construction and ARCO Excavation is shown in Table 1 below.

Table 1: Summary of Trips

Field and Laboratory Services	Units	GTS Budgeted Quantity	Actual Quantity	Overage
Proofroll/Subgrade Observations	Trips	8	33	25
Density Testing	Trips	30	62	32
Laboratory Proctors	Each	2	3	1
Soil Sample Pick Ups	Each	1	2	1

ANTICIPATED REMAINING SCOPE OF SERVICES

Based on discussions with Taylor Roling with Crossland Construction during a site meeting on January 9, 2026, and a follow up email on January 12, 2026, GTS has formulated the following trips and testing to complete this project.

Sitework Testing

- 3 trips for proofroll/subgrade observations in pavement areas
- 16 trips for density testing as detailed below:
 - 2 trips for density testing fill soils at south entrance
 - 10 trips for density testing pavement base course materials
 - 4 trips for density testing soils exposed in the bottom of foundations at the materials storage bays and wash bay foundations

Structural Concrete Inspections and Concrete Testing

- 14 trips for reinforcing steel observations as detailed below:
 - 4 trips for foundations at materials storage bay and wash bay
 - 3 trips for pier foundations at greenhouse
 - 3 trips for concrete walls at materials storage bay
 - 2 trips for slab/paving at materials storage bay
 - 1 trip for wash bay slab
 - 1 trip for slab on deck
- 19 trips for concrete testing as detailed below:
 - 3 trips for foundations at materials storage bays
 - 3 trips for concrete walls at materials storage bays
 - 2 trips for slab/paving at materials storage bays
 - 1 trip for foundations at wash bay
 - 1 trip for slab at wash bay
 - 3 trips for pier foundations at greenhouse
 - 5 trips for concrete paving
 - 1 trip for slab on deck
 - GTS, Inc. is budgeting 19 trips to retrieve cured concrete cylinders for days GTS, Inc. is not scheduled to be onsite (will only be billed on days is scheduled to be onsite for testing)

Masonry Observations

- 2 trips for reinforcing steel and overall masonry wall construction observations
- 2 trips for sampling and testing grout prisms
- GTS, Inc. is budgeting 2 trips to retrieve cured prisms

Structural Steel Framing Observations

- 1 trip for structural steel observations



TESTING FEE SUMMARY & CHANGE ORDER AMOUNT

Item	Totals
Total Fees Invoice to Date (work through November 2025)	\$41,862.80
Unbilled Work to Date (work through December 12, 2025)	\$4,314.50
Anticipated Cost Estimate for Remaining Testing Services	\$24,700.00
Total	\$70,877.30
Original CMT Budget (Proposal No. GTS12511034)	\$47,200.00
Difference	\$23,677.30
Requested Change Order Amount	\$23,677.30

Please advise if we need to amend our testing frequencies on this project to complete the scope of work outlined herein. If this scope is acceptable, we kindly request a change order in the amount of \$23,677.30 for this project.

Our fees are directly related to the number of trips and time spent on-site for testing services. Our fees will be invoiced based on GTS’s standard unit rates.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.'s current standard unit rate sheets at the time of testing/observations are performed.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH GTS, INC., IN THE AMOUNT OF TWENTY-THREE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND THIRTY CENTS (\$23,677.30), FOR ADDITIONAL TESTING PERFORMED AT THE BENTONVILLE PARKS MAINTENANCE FACILITY; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests a change order to the contract with GTS, Inc. to perform additional testing at the Bentonville Parks Maintenance Facility, in the amount of twenty-three thousand six hundred seventy-seven dollars and thirty cents (\$23,677.30);

WHEREAS, construction sequencing and site conditions differed from pre-construction assumptions requiring an increase in scope to complete the facility; and

WHEREAS, a budget adjustment is needed to reclassify budgeted funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a change order with GTS, Inc., for additional testing needed for the Bentonville Parks Maintenance Facility, in the amount of twenty-three thousand six hundred seventy-seven dollars and thirty cents (\$23,677.30);

Section 2: The 2026 Budget is hereby adjusted to appropriate twenty-three thousand six hundred seventy-seven dollars and thirty cents (\$23,677.30) from Account #105030-47410 – Machinery and Equipment into Account #105030-47390 – Improvements Other than Building/Projects;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):



TischlerBise

FISCAL | ECONOMIC | PLANNING

The Walmart Museum



PROPOSAL FOR A IMPACT FEE STUDY

Prepared for
City of Bentonville, Arkansas
February 2, 2026



Table of Contents

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Section 1: Letter of Interest

February 2, 2026

Bonnie Bridges, Staff Attorney
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712

Ms. Bridges:

TischlerBise is pleased to submit this proposal to prepare an Impact Fee Study for the City of Bentonville. We bring several distinct advantages to this assignment:

- **No other firm has the depth of experience that TischlerBise brings to this assignment.** The City will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 1,200 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.
- **Arkansas Experience.** TischlerBise has recently completed, or is conducting, similar assignments in the following Arkansas communities: Bella Vista, Centerton Utilities, Pea Ridge, Springdale Water Utility, and Siloam Springs. Additionally, **TischlerBise completed the 2016 and 2022 Bentonville Impact Fee Studies.**
- As a small firm, **we have the flexibility and responsiveness to meet all deadlines of your project.** We offer you the level of service and commitment that the larger firms save for their largest clients.

TischlerBise will commit the proposed project team and resources to complete the City's assignment in a timely manner. We look forward to the possibility of working with the City of Bentonville and are committed to providing you with top-quality support at a very competitive price.

Sincerely,



Colin McAweeney, Western Region Manager
TischlerBise
999 W Main Street Suite 100
Boise, Idaho 83702
Phone: 208-515-7480
E-mail: colin@tischlerbise.com

Section 2: Relevant Experience

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. The firm's legal addresses are:

Principal Office

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

Idaho Office

Colin McAweeney, Sr. Analyst
999 West Main Street
Boise, ID 83702
202.642.8248
colin@tischlerbise.com

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, user fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **900 fiscal/economic impact evaluations and over 1,200 impact fee/infrastructure financing studies** – more than any other firm.

Innovation

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating “progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer’s formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

TischlerBise Arkansas Experience

We believe our **previous experience preparing impact fees in the State of Arkansas** makes us a prime candidate for this assignment. This experience makes us intimately familiar with local government revenue structures and the planning/growth management issues facing front range communities. The following table summarizes TischlerBise’s vast impact fee experience in the State of Arkansas.



CLIENT	Housing Mitigation	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Bella Vista						◆	◆			◆	
Bentonville		◆	◆	◆		◆	◆	◆			
Centerton			◆	◆							
Pea Ridge			◆	◆							
Siloam Springs		◆					◆	◆			
Springdale Utilities			◆	◆							

TischlerBise National Experience

TischlerBise is the national leader in advancing the “state of the practice.” For example, TischlerBise pioneered impact fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation impact fees as part of an overall funding strategy. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our national impact fee experience is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Baldwin County		◆							◆			
AL	Daphne		◆					◆	◆	◆			
AL	Fairhope		◆					◆	◆	◆		◆	
AL	Foley		◆					◆	◆	◆			
AL	Gulf Shores		◆					◆	◆	◆			
AL	Orange Beach		◆					◆	◆	◆		◆	
AZ	Apache County	◆											
AZ	Apache Junction		◆				◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆		◆		◆		◆	◆	
AZ	Bullhead City		◆				◆		◆			◆	
AZ	Camp Verde	◆					◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆					◆		◆	
AZ	Casa Grande		◆	◆			◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆				◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆				◆	◆	◆		◆	◆	



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
AZ	El Mirage			◆	◆		◆	◆	◆			◆	
AZ	Eloy			◆	◆		◆		◆		◆	◆	
AZ	Flagstaff	◆	◆				◆	◆	◆		◆	◆	
AZ	Fountain Valley		◆					◆	◆				
AZ	Gilbert		◆		◆		◆	◆			◆		
AZ	Glendale			◆	◆	◆	◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆		◆	◆	◆		◆		
AZ	Holbrook			◆	◆								
AZ	Kingman		◆	◆	◆		◆		◆				
AZ	Lake Havasu City		◆										
AZ	Maricopa	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆					◆					
AZ	Nogales			◆	◆								
AZ	Peoria	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆				◆		◆				
AZ	Pinetop-Lakeside		◆				◆		◆	◆		◆	
AZ	Prescott	◆											
AZ	Queen Creek		◆	◆	◆		◆	◆		◆	◆	◆	
AZ	Safford			◆	◆								
AZ	San Luis		◆	◆	◆	◆	◆	◆	◆				
AZ	Scottsdale			◆	◆								
AZ	Sedona		◆			◆	◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆		◆		◆		◆		
AZ	Sierra Vista		◆				◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆	◆	◆	◆				
AZ	Springerville	◆		◆	◆								
AZ	Surprise		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆				◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆	◆	◆				◆	
AZ	Tucson		◆				◆	◆	◆				
AZ	Wellton		◆	◆	◆	◆	◆	◆	◆				
AZ	Yuma		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆		◆		
CA	Banning		◆				◆	◆	◆			◆	
CA	Butte County		◆				◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆			◆				



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
CA	Clovis			◆									
CA	Corcoran			◆	◆		◆		◆			◆	
CA	El Centro						◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆	◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆			◆		◆	◆			
CA	Hemet		◆			◆	◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆											
CA	Mammoth Lakes		◆			◆	◆		◆	◆		◆	
CA	Maywood	◆											
CA	National City						◆	◆	◆		◆		
CA	Rancho Cucamonga								◆				
CA	Suisun City		◆						◆			◆	
CA	Temecula		◆	◆	◆		◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
CA	Visalia								◆		◆	◆	
CO	Adams County		◆										
CO	Arapahoe County		◆										
CO	Aspen	◆											
CO	Berthoud Fire District							◆					
CO	Boulder		◆				◆	◆	◆	◆	◆	◆	
CO	Castle Rock		◆			◆	◆	◆	◆	◆		◆	
CO	Colorado Springs		◆										
CO	Dacono		◆				◆		◆			◆	
CO	Durango	◆	◆										
CO	Eaton			◆	◆		◆		◆	◆		◆	
CO	Erie		◆				◆		◆	◆		◆	
CO	Evans		◆										
CO	Fort Collins		◆										
CO	Fruita								◆	◆			
CO	Garfield County		◆										
CO	Grand Junction						◆	◆	◆				
CO	Greeley		◆	◆				◆	◆				
CO	Lafayette						◆	◆	◆			◆	
CO	Lake Dillon Fire District							◆					
CO	Larimer County		◆										
CO	Lone Tree		◆				◆		◆	◆		◆	
CO	Longmont		◆					◆				◆	



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
CO	Louisville		◆				◆		◆	◆	◆	◆	
CO	Mead		◆				◆		◆			◆	
CO	Montezuma County		◆										
CO	Parker		◆				◆		◆			◆	
CO	Pitkin County		◆										
CO	Pueblo		◆										
CO	Thornton		◆				◆	◆	◆	◆		◆	
CO	Vail		◆										
FL	Manatee County		◆				◆	◆	◆	◆		◆	◆
FL	Manatee County Schools												◆
FL	Miami	◆					◆	◆	◆	◆		◆	◆
FL	Naples	◆											
FL	North Miami	◆		◆	◆		◆	◆	◆	◆	◆	◆	
FL	Osceola County Schools												◆
FL	Parkland						◆		◆				
FL	Pasco Co. School Board												◆
FL	Pinecrest		◆			◆	◆		◆				
FL	Port St. Lucie								◆			◆	
FL	Punta Gorda		◆				◆	◆	◆		◆	◆	
FL	Sarasota County Schools												◆
FL	South Miami		◆						◆				
FL	Seminole Co. Schools												◆
FL	Stuart		◆				◆	◆	◆			◆	
FL	West Miami			◆			◆		◆			◆	
GA	Atlanta		◆					◆	◆	◆		◆	◆
GA	Calhoun	◆											
GA	Douglas County	◆	◆					◆	◆	◆		◆	
GA	Douglasville	◆	◆					◆		◆			
GA	Effingham County		◆	◆	◆			◆		◆		◆	
GA	Forsyth County		◆										
GA	Gordon County	◆							◆	◆		◆	
GA	Henry County		◆										
GA	Roswell		◆						◆	◆			
ID	Caldwell	◆											
ID	Canyon County	◆											
ID	Hailey		◆	◆	◆		◆	◆	◆	◆	◆	◆	
ID	Hayden		◆				◆		◆				



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
ID	Idaho Falls		◆				◆	◆	◆				
ID	Kellogg			◆				◆		◆			
ID	Kootenai Fire/ Rescue								◆				
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆		
ID	Post Falls	◆	◆				◆		◆				
ID	Sandpoint		◆					◆	◆	◆			
ID	Shoshone Co. Fire Dept							◆					
ID	Victor		◆				◆	◆	◆				
IL	Evanston	◆	◆		◆					◆		◆	
LA	Covington			◆	◆								
MD	Anne Arundel		◆										◆
MD	Brunswick						◆		◆			◆	
MD	Calvert County		◆				◆	◆					◆
MD	Caroline County												◆
MD	Carroll County					◆		◆	◆		◆	◆	◆
MD	Cecil County		◆				◆	◆				◆	
MD	Charles County		◆						◆				◆
MD	Dorchester County	◆					◆						◆
MD	Easton	◆	◆				◆	◆	◆			◆	
MD	Frederick		◆										
MD	Frederick County		◆				◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆				◆		◆			◆	
MD	Hampstead				◆		◆		◆				
MD	Harford County	◆											
MD	Ocean City	◆											
MD	Queen Anne's County	◆					◆	◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆		◆	◆	◆	◆		◆	
MD	Snow Hill	◆					◆	◆	◆			◆	
MD	Talbot	◆	◆						◆		◆	◆	◆
MD	Washington County						◆						◆
MD	Westminster		◆		◆				◆			◆	◆
MD	Wicomico		◆										◆
MD	Worcester					◆			◆		◆	◆	◆
MT	Belgrade	◆	◆	◆	◆			◆	◆				
MT	Bozeman		◆	◆	◆			◆					
MT	Flathead County		◆					◆					
MT	Florence School District												◆



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
MT	Gallatin County	◆	◆					◆					
MT	Gallatin Co. Fire Districts							◆					
MT	Hamilton		◆	◆	◆		◆	◆					
MT	Livingston		◆	◆	◆			◆	◆				
MT	Missoula		◆				◆		◆		◆	◆	
MT	Missoula County		◆	◆			◆	◆					
NC	Cabarrus County												◆
NC	Camden County												◆
NC	Catawba County												◆
NC	Chatham County												◆
NC	Creedmoor			◆	◆								
NC	Currituck County												◆
NC	Durham												◆
NC	Greenville		◆					◆	◆				
NC	Jacksonville	◆		◆	◆								
NC	Nags Head						◆		◆			◆	
NC	Orange County								◆	◆			◆
NC	Pasquotank												◆
ND	Minot										◆	◆	
ND	Minot										◆	◆	
NM	Las Cruces			◆	◆								
NV	North Las Vegas	◆						◆					
NV	Nye County		◆			◆	◆	◆	◆				
NV	Washoe County		◆										
OH	Delaware						◆	◆	◆			◆	
OH	Lebanon		◆						◆				
OH	Pickerington	◆	◆				◆		◆			◆	
OH	Sunbury						◆					◆	
RI	East Greenwich							◆	◆	◆		◆	◆
RI	Middletown			◆			◆	◆	◆			◆	◆
SC	Aiken		◆				◆	◆	◆				
SC	Anderson County		◆										
SC	Beaufort County		◆				◆	◆	◆		◆		◆
SC	Clover School District												◆
SC	Easley		◆				◆	◆	◆				
SC	Fort Mill School District												◆
SC	Georgetown County		◆				◆				◆		



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and	Trails/Open Space	Libraries	General Government	Schools
SC	Horry County	◆					◆	◆	◆	◆	◆		
SC	Jasper County		◆				◆	◆	◆				◆
SC	Lancaster County						◆	◆	◆				◆
SC	Lexington County						◆	◆					
SC	Richland County		◆										
SC	Summerville							◆	◆			◆	
SC	Tega Cay			◆	◆			◆	◆				
SC	York County		◆				◆		◆				
TN	Hendersonville		◆				◆	◆	◆				
TN	Murfreesboro		◆				◆	◆	◆				
TN	Portland		◆				◆	◆					
TN	Williamson County												◆
UT	Mapleton			◆	◆	◆		◆	◆	◆			
UT	North Logan	◆	◆	◆	◆				◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆		◆	◆	◆				
UT	Sandy City		◆			◆	◆	◆		◆			
UT	Spanish Fork	◆		◆	◆	◆			◆				
UT	West Jordan		◆	◆	◆	◆	◆	◆	◆				
VA	Chesterfield County		◆					◆	◆		◆		◆
VA	Goochland County		◆										
VA	Fauquier County		◆					◆					◆
VA	Frederick County		◆					◆					◆
VA	Henrico County		◆						◆		◆		◆
VA	Isle of Wight County							◆	◆				◆
VA	Loudoun County		◆				◆	◆	◆		◆		◆
VA	Prince George County						◆	◆	◆		◆	◆	◆
VA	Prince William County		◆										
VA	Spotsylvania County		◆										
VA	Stafford County		◆										
VA	Suffolk			◆	◆								
VA	Sussex County	◆											
WV	Jefferson County						◆	◆	◆			◆	◆
WY	Casper	◆	◆					◆	◆				
WY	Cheyenne		◆				◆	◆	◆			◆	◆



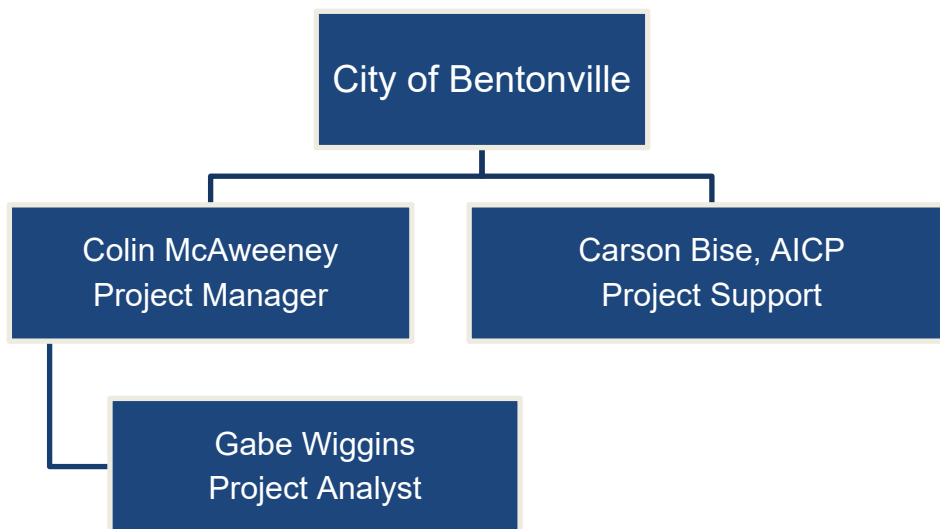
Public Engagement Experience

We realize a key element of the City's assignment involves the presentation and dissemination of the impact fee findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.
- A series of community growth management forums in Manatee County, Florida.
- A one-day, two part public forum (Conversation on Growth) for Ada County, Idaho.
<https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/>
- Two-day workshop on the fiscal implications of growth for COMPASS.
<https://www.youtube.com/watch?v=nTj5xNU3IWM> <https://www.youtube.com/watch?v=8tiYpeFCXDo>
<https://www.youtube.com/watch?v=q4A-F8SVB2E>
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.
- Extensive experience conducting individual departmental meetings to collect data required to conduct fiscal and economic evaluations, as well as impact fee and infrastructure finance studies.
- Extensive experience presenting complex market, economic, and fiscal data and conclusions to elected/appointed bodies.

Section 3: Key Staff Qualifications

To successfully navigate through the City's impact fee study, the consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the City's land use and economic development policy goals. **Our Project Team for this assignment includes some of our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of Bentonville. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment.



Colin McAweeney, Western Region Manager, has been with TischlerBise for ten years and heads our Boise office. Mr. McAweeney is an accomplished development fee Project Manager in his own right, and will assist with controlling the work in progress and with the technical requirements of the project **managed impact fee studies in Bentonville and Bella Vista.**

Carson Bise, AICP, President of TischlerBise, will serve as Project Support and coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Colin McAweeney, developing and reviewing all aspects of the project and providing overall quality assurance for the project. **Mr. Bise was the Project Manager for several of our previous engagements with the City of Bentonville.**

Gabe Wiggins, Fiscal/Economic Analyst, will provide analytical support for this assignment. Mr. Wiggins is located in our Boise, Idaho office and has worked on numerous impact fee assignments in Idaho, Colorado, and Montana. Mr. Wiggins has been with TischlerBiseGalena for two years and has a background before joining the firm in the banking/finance industry.



Colin McAweeney, Western Region Manager

Colin McAweeney is the TischlerBise Idaho Practice Leader and manages the Boise, Idaho office, with specialties in finance and economic development planning. Mr. McAweeney is an industry expert regarding the intersection of land use planning and municipal finance. His expertise ranges from project-level impact analysis to regional fiscal model design and programming. Additionally, McAweeney has completed impact fee and user fee studies in 60+ communities and presented at local- and state-level conferences. McAweeney co-authored a contribution to the Journal of Comparative Urban Law and Policy, “The Evolution of Fiscal Impact Analysis and Where it Needs to Go.” Prior to joining TischlerBise, he finished his master’s degree with a thesis surrounding the urban aspects that attract investment. Before pursuing his M.S., Mr. McAweeney worked in the finance sector for several years where he became familiar with financial markets and business financing.

EDUCATION

M.S., Urban Management and Development, Erasmus University Rotterdam

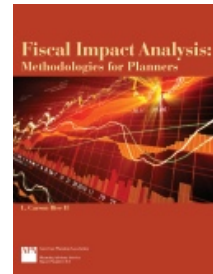
B.S., Economics with an emphasis on Mathematics, University of Wisconsin - Madison

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING EXPERIENCE

- Bella Vista, Arkansas – *Impact Fee Study*
- Bentonville, Arkansas – *Impact Fee Study*
- Centerton Utilities, Arkansas – *Capacity Fee Study*
- Springdale Utilities, Arkansas – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Fruita, Colorado – *Parks and Recreation Impact Fee Study*
- Lake Dillon Fire District, Colorado – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- South Metro Fire District, Colorado – *Impact Fee Study*
- Nassau County, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Portland, Maine – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Las Cruces, New Mexico – *Impact Fee Study*
- Beaufort County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Beaufort County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Lexington County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- York County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
- Frederick County, Virginia – *Cash Proffer Study*
- Fauquier County, Virginia – *Cash Proffer Study*
- Goochland County, Virginia – *School Cash Proffer Study*
- Isle of Wight County, Virginia – *Cash Proffer Study*

L. Carson Bise, AICP, President

Carson Bise has 30 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 40 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.



EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

SELECTED IMPACT FEE EXPERIENCE AND INFRASTRUCTURE FUNDING EXPERIENCE

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Bella Vista, Arkansas – *Impact Fee Study*
- Bentonville, Arkansas – *Impact Fee Study*
- Pea Ridge, Arkansas – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Eloy, Arizona – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Development Impact Fee Study*
- Corcoran, California – *Development Impact Fee Study*
- Banning, California – *Development Impact Fee Study*
- National City, California – *Development Impact Fee Study*

- Mammoth Lakes, California – *Development Impact Fee*
- Rancho Cucamonga, California – *Development Impact Fee Study*
- Suisun City, California – *Development Impact Fee Study*
- Temecula, California – *Development Impact Fee Study*
- Tulare, California – *Development Impact Fee Study*
- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*

- North Las Vegas, Nevada – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, International City/County Management Association National Conference
- Fiscal Assessments, American Planning Association National Conference
- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

PUBLICATIONS

- “Next Generation Transportation Impact Fees,” American Planning Association.
- “Fiscal Impact Analysis: Methodologies for Planners,” American Planning Association.
- “Planning and Urban Design Standards,” American Planning Association, Contributing Author on Fiscal Impact Analysis.
- “Fiscal Impact Analysis: How Today’s Decisions Affect Tomorrow’s Budgets,” ICMA Press.
- “The Cost/Contribution of Residential Development,” Mid-Atlantic Builder.
- “Are Subsidies Worth It?” Economic Development News & Views.
- “Smart Growth and Fiscal Realities,” ICMA Getting Smart! Newsletter.
- “The Economics of Density,” AICP Training Series, 2005, Training CD-ROM (American Planning Association)

Section 4: References

A list of project references are provided below.

City of Louisville, Colorado – Impact Fee Study (2004, 2011, and 2017)

Project Contact: Rob Zuccaro, Director of Planning and Building Safety

Phone: (303) 335-4590

E-mail: rzuccaro@louisvilleco.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise recently completed an update to the City's impact fee program. Several options were prepared for the transportation fee including the possibility of a special service area for downtown, where there is a higher internal trip capture rate. A significant stakeholder outreach process was undertaken that included six meetings with the Steering Committee, which was comprised of City staff, concerned citizens and representatives of the building community. With this update, TischlerBise recommended preparing the impact fees using progressive housing multipliers (i.e., the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability.

City of Bella Vista, Arkansas – Impact Fee Study (2021, 2025)

Project Contact: John Flynn, City Council Member

Phone: (479) 336-2712

E-mail: jflynn@bellavistaar.gov

TischlerBise Staff: Carson Bise, AICP and Colin McAweeney

TischlerBise was retained by the City of Bella Vista to prepare a new impact fee program for the City. The categories included: fire, police, library and roads. During the study process it was determined that roads were not a viable candidate for impact fees due to the type of planned improvements and current funding arrangements. Several work sessions were held with the City Council as part of the process.

Centerton Waterworks and Sewer Commission; Centerton, Arkansas – Capacity Fee Study (2021)

Project Contact: Frank Holzkamper, Centerton Waterworks and Sewer Commission Director

Phone: (479) 795-0222, Ext. 107

E-mail: frank@centertonutilities.com

TischlerBise Staff: Carson Bise, AICP

Centerton Utilities, at the request of the Centerton Waterworks and Sewer Commission, retained TischlerBise to calculate and develop water and sewer capacity fees. Centerton Utilities assessed water and sewer right to water / lot assessment fees, and the Utility discontinued both fees upon adoption of the water and sewer capacity fees. TischlerBise presented the findings of the study in November 2021 to the Centerton Waterworks and Sewer Commission, and the Centerton City Council adopted the proposed capacity fees in December 2021.

Springdale Water Utilities; Springdale, Arkansas – Water and Sewer Rate Study and Water and Sewer Capacity Fee Study (2022)

Project Contact: Rick Pulvirenti, Chief Operating Officer

Phone: (479) 751-5751

E-mail: rpulvirenti@springdalewater.com

TischlerBise Staff: Carson Bise, AICP

Springdale Water Utilities retained TischlerBise to review and update its existing water and sewer rates and to calculate and develop new water and sewer capacity fees. Springdale Water Utilities asked TischlerBise to review the existing minimum water and sewer rate charges and rate structures related to seasonal customers and out-of-town customers. Due to the uncertainty of federal funding available to the Utility, TischlerBise is developing multiple scenarios to fund capital expenditures including the use of capacity fees, debt issuance, and federal funds. TischlerBise will present the findings of both studies during a public meeting.



Section 5: Project Approach and Scope

Project Understanding

The City of Bentonville seeks to update its existing Impact Fees for parks, library, police, and fire infrastructure. As part of this effort, TischlerBise will evaluate the revenue collection under the existing fee schedule to ensure the City is not over collecting fees for its future capital improvement plans.

When preparing the capital improvement plan and recommended impact fee structure, we will work with City staff to ensure assumptions and methodologies are consistent with recommended City policy directives and strategic objectives. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. TischlerBise will be available to function as a key member of the City's management and leadership team and will be there for the City long after the engagement is over at no charge for assistance on administrative and implementation issues.

Project Approach

Impact fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Anyone of several legitimate methods may be used to calculate impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new

growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized police station is an example.

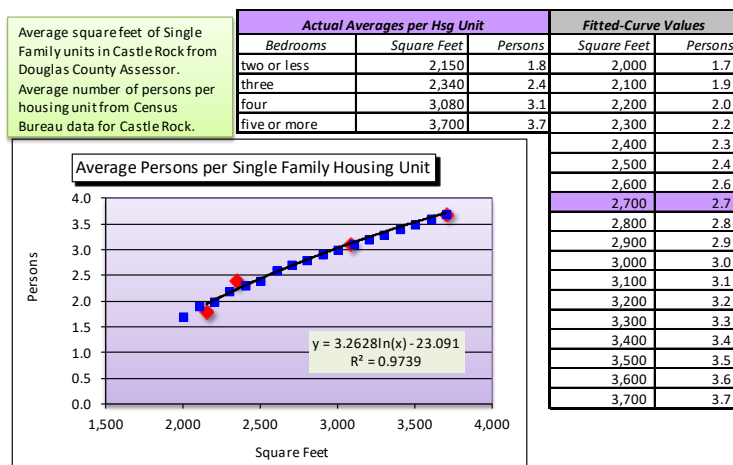
Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the methodology for each component of an impact fee category will be dependent on which is most beneficial for the City. In some cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the City. There will likely be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and we create the optimum format that best achieves our clients’ goals.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices, particularly in light of the COVID-19 pandemic. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the City’s financial exposure if impact fee revenue is less than expected.

Consider a Progressive Residential Impact Fee Schedule. TischlerBise suggests the City consider a fee structure that varies residential impact fees by size of unit. **TischlerBise has been the national leader in this movement toward “progressive” fee structures.** As part of our demographic analysis conducted as part of this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for the

City’s consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, the City and stakeholders will decide which direction to pursue relative to this policy decision.





Implementation/Ongoing Support. The Impact Fee Study is just the beginning of the relationship between TischlerBise and our clients. That is the primary reason the majority of our projects come from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to City staff to ensure it is prepared to implement the impact fee program in a manner that is efficient and consistent with Arkansas and national case law. Implementation materials include an administrative manual and forms which will track the City's impact fee ordinance with cross references between the ordinance, forms, and administrative manual. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within the fee structure. Therefore, TischlerBise routinely prepares specific impact fee amounts for specific projects at no charge to our clients.

Public Outreach/Market Competitiveness

The importance of public outreach when considering impact fees should not be overlooked. Based upon our team's experience with impact fees across the country and the State of Arkansas, we anticipate this study may attract controversy. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the various components of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of an impact fee program or other exaction program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations. **We will work with staff to create appropriate collateral and other materials as part of this assignment. We also recommend dedicated space on the City's website for information relative to this effort, and updates on the City's social media accounts.** TischlerBise will develop content for all these outlets.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on the State's enabling legislation, as well as national case law.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review recent permit data and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and require staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues



Meetings:

One (1) on-site visit to meet with City staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine future development for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

Meetings:

Discussions with the Comprehensive Planning Divisions and other relevant staff held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

Meetings:

Two (2) meetings with City staff to discuss capital facility needs and levels of service. At the City's option, one of these visits can serve as an opportunity to brief the City Council on the fee study, process, timeline, etc.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with City staff to discuss issues related to allocation methodologies and relevant policy issues. This trip can be scheduled to coincide with a City Council briefing as well.

Deliverables:

"Storyboard" presentation on fee options.

TASK 5: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 7.

TASK 7: PREPARE DRAFT AND FINAL IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for all relevant categories of Impact Fees in Bentonville and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures (including annual escalation methods)

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinctly written product that leaves a well-understood paper trail.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. This will include a minimum of seven communities. The analysis will compare how the proposed impact fee structure for the City of Bentonville compares to other peer communities, including noting any differences in fee schedules and methodologies.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the City. The analysis will



examine the current household income and housing expenses that burden an average household in the City. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the City.

Meetings:

Two (2) meetings/presentations to present the Impact Fee Study with the City Council and/or other bodies.

Deliverables:

Draft and Final Impact Fee Report.

TASK 8: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of two meetings—one toward the beginning of the process, where we discuss, process, development projections, and preliminary methodological directions, and one to discuss the draft work product.

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff.

Deliverables:

Presentation materials for meetings.

TASK 9: ASSIST WITH MODIFICATIONS TO IMPACT FEE ORDINANCE

TischlerBise will assist with the City's Legal staff with necessary/recommended modifications to the City's Impact Fee ordinance necessary to implement the revised Impact Fees. The Impact Fee ordinance will incorporate all of the fundamental procedural requirements for impact fees, including:

- Introduction/findings/purpose
- Rules of construction/definitions
- Applicability
- Imposition of fees/fee schedule (indexed)
- Time of collection
- Establishment of funds
- Earmarking and use of fees
- Refunds
- Exemptions
- Appeals
- Offsets and credits
- Periodic review

- Relief and appeals/penalties

Deliverables:

Draft/Final Impact Fee Ordinance.

Use of City Personnel/Data Needed

We anticipate that the City's Project Manager will coordinate responses to requests for information, coordinate review of work products, and help resolve policy issues. If there are delays on the part of the City, we will contact the City's Project Manager immediately to get the project schedule back on track. We will keep the City's Project Manager informed of data or feedback we need to keep the project on schedule.

There are two key information requests as part of this process. The first will occur in advance of the Project Initiation Task. The first request will pertain to requesting various background documents such as budgets, planning-related studies, facility plans, etc., that aren't readily available on the City's website. The second request will occur before Task 3 (Determine Capital Facility Needs and Service Levels). This request will outline the topics of discussion and likely data needs from the various departments for development of the impact fees. Both of these requests will be made well in advance of our onsite meetings (typically two to three weeks). There are likely to be additional data needs that will arise based on meetings and conversations with City staff as part of Task 3 and 4. In these cases, information requests will be made in writing, through the City's Project Manager, with a time frame needed.

In terms of time needed from City staff, it is important to note that we typically do not request information that does not already exist. **A good rule of thumb is that the time needed for meetings and compiling of data by individual departments is about 6 to 8 hours for the entire study.** This includes review of work products. The Project Manager is likely to devote more time than that.

Specific items/services expected to be provided by the City includes:

- Provide relevant documents not found on City website. This may include budgets, financial plans, existing debt service schedules, facility master plans, etc.
- Current demographics information, including estimate of population, housing units by type, employment and nonresidential square footage by type (e.g., retail, office and industrial). We have other ways to obtain if the City is not tracking any of these items.
- Participation by departmental staff in two to three one hour interviews with consulting team.
- Relevant facility master plans
- Calls for service data for police
- Vehicle inventories, including replacement costs
- Facility inventories, including square footage
- Reviewing draft work products.
- Assist with scheduling of meetings.
- Participate in conference calls.
- Participation in Stakeholder Meetings (number of staff at the City's discretion).

Project Schedule

The table below indicates our proposed schedule for this assignment, assuming an early March kickoff.

PROJECT SCHEDULE FOR BENTONVILLE, ARKANSAS			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	March, 2026	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	March-April, 2026	1	Technical Memorandum Outlining Recommended Land
Task 3: Determine Capital Facility Needs and Service Levels	April-June, 2026	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	July, 2026	1	"Storyboard" Presentation on Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	July, 2026	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	July-August, 2026	0	See Task 7
Task 7: Prepare Impact Fee Reports, Public Presentations	July-August, 2026	2	Draft and Final Impact Fee Report
Task 8: Public Outreach	May-July, 2026	2	Presentation Materials as Appropriate
Task 9: Assist with Modifications to Impact Fee Ordinance	July-August, 2026	1	Impact Fee Ordinance/Implementation

*In some cases it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended that the City identify a staff Project Manager who serves as a point person between the consultant team and the City. It is also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with City Administration.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**

- 
- **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Mr. McAweeney will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
 - **Risk: Schedule Delays**
 - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with City staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
 - **Risk: Technical Complications**
 - **Mitigation: We will actively manage the project process.** Mr. Bise and Mr. McAweeney have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City meeting the schedule, budget, and technical requirements of the project.
 - **Risk: Quality Control**
 - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Mr. McAweeney will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
 - **Risk: Cost Overruns**
 - **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Project Pricing

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is a fixed fee and includes all project expenses. We have estimated these expenses based on past project experience and do not expect the City to reimburse us for any costs we incur above these estimates. TischlerBise invoices on a monthly basis, based on the percentage complete for each task.

PROPOSED FEE SCHEDULE FOR BENTONVILLE, ARKANSAS					
Project Team Member:	McAweeney	Bise	Wiggins	Total	
Job Title:	Project Manager	Project Support	Project Analyst	Hours	Cost
Hourly Rate*	\$210	\$235	\$180		
Task 1: Project Initiation / Data Acquisition	16	4	0	20	\$4,300
Task 2: Prepare Land Use Assumptions and Development Projections	32	4	16	52	\$10,540
Task 3: Determine Capital Facility Needs and Service Levels	40	16	20	76	\$15,760
Task 4: Evaluate Different Allocation Methodologies	16	10	10	36	\$7,510
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	16	4	0	20	\$4,300
Task 6: Conduct Funding and Cash Flow Analysis	8	4	0	12	\$2,620
Task 7: Prepare Impact Fee Reports, Public Presentations	48	28	16	92	\$19,540
Task 8: Public Outreach	16	8	0	24	\$5,240
Task 9: Assist with Modifications to Impact Fee Ordinance	16	4	0	20	\$4,300
TOTAL:	208	82	62	352	\$74,110

* Hourly rates are inclusive of all costs.

Principal Office

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202.642.8248 | colin@tischlerbise.com



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TISCHLERBISE, IN THE AMOUNT OF SEVENTY-FOUR THOUSAND ONE HUNDRED TEN DOLLARS (\$74,110.00), FOR AN UPDATED IMPACT FEE STUDY; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, an updated impact fee study is needed to assess the City's level of service in relation to growth driven projects in departmental capital improvement;

WHEREAS, TischlerBise provides this professional service for the City on an as needed basis to ensure legal compliance; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement with TischlerBise, in the amount of seventy-four thousand one hundred ten dollars (\$74,110.00), to update the City's impact fee study;

Section 2: The 2026 Budget is hereby adjusted to appropriate seventy-four thousand one hundred ten dollars (\$74,110.00) from General Fund into Account #101040-43210 – Legal & Professional Services;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: SOQ-25-59 South Basin Capacity Improvement Phase 1 ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Black and Veatch Corporation., hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-65-101; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within forty-five (45) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 45th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than forty-five (45) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein. Material Change shall mean a change to the insurance required hereunder which would result in such insurance no longer meeting the requirements of this Article VI.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details or other proprietary property that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT. Any re-use of the PROJECT DOCUMENTS for any other project or purpose (other than the PROJECT) shall be at CITY's sole risk and without liability to PROFESSIONAL CONSULTANT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTS.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the Benton County Circuit Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed \$2,710,773.00** (two million seven hundred ten thousand, seven hundred and seventy-three dollars and zero cents), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Wastewater collection system improvement project within the western branch (sub-basins SLS1 and SLS3) of Bentonville's South Lift Station sewer basin for Bentonville Water Utilities Department. The goal of the project is to eliminate surcharge conditions in the South Lift Station and gravity interceptor main and provide capacity for future growth in the area.

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APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:
Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

PART 1 - Attachment A – Scope of Services

1.1 Project Description

A. Project Description

1. The Scope of Services described in this attachment is to be performed for the South Basin, Phase I project. The project generally includes:
 - a. Review the recommendations from the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 for the South Basin, and associated collection system. Provide updated recommendations for lift station, equalization and collection system improvements and phasing of the proposed improvements.
 - b. Perform collection system model analyses for design conditions to identify necessary facility and wastewater system improvements for identified future conditions.
 - c. Develop a technical memorandum detailing the alternatives evaluated and recommendations.
 - d. Preliminary design (Basis of Design Report/30% drawings), detailed design (60%, 90%, Bid documents), bidding services, land acquisition services, survey and geotechnical services for the following base assumptions:
 - 1) 1MG Equalization Basin as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.
 - 2) SL-25.1 upsizing 8,100 linear ft of 12-inch pipe to 18/24 inch pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.

B. Scope of Services Description

1. The engineering services include a review of work completed to date, conceptual design reports and model evaluations, preliminary design report, detailed design, and bidding services. These services are further defined in specific phases of the work that follow.

C. Start of Services

1. Work under Phase 1 will start on execution of this Agreement, and work under any other particular phase will not proceed until OWNER has authorized the ENGINEER in writing to proceed.

1.2 Task 100. Project Administration

- A. Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget.

South Basin, Phase I

Review progress with OWNER monthly. Promptly notify the OWNER in writing of any issues that may affect schedule, budget, or project scope.

B. Project Meetings

1. ENGINEER to provide agenda at least two (2) business days prior to all meetings. Meeting minutes shall be provided no later than five (5) business days post meetings.
2. One (1) project kickoff meeting with the design team and OWNER representatives. For budget purposes, one (1), 2-hr in-person meeting held at the OWNER's office is included.
3. Progress Review. Participate in informal virtual meetings with the OWNER to review status, identify issues, progress and exchange ideas and information. Meetings shall include a review of schedule budget status, progress of deliverables, and completed or outstanding action items. One (1) virtual meeting per month is included. Meetings may be combined with other meetings or workshops where appropriate.
4. Conceptual Design Review Workshops listed below in Tasks 300 and 400.
5. Preliminary and Detailed Design Review Workshops listed below and in Tasks 500 and 600.
6. Meetings for the entire project are listed below and discussed in more detail under later tasks.

Meeting	Duration	Location	Frequency
Project Kickoff (Task 100)	2-hours	OWNER's Facilities	Once (1)
Progress Review Meetings (Task 100)	1-hour	Virtual	Monthly*
Land Acquisition Review (Task 200)	1-hour	OWNER's Facilities	Once (1)
Rainfall, Meter, Pump Data Review meeting (Task 300)	1-hour	Virtual	Once (1)
SCS Model Safety Review Meeting (Task 300)	1-hour	Virtual	Once (1)
Alternative Review Meeting (Task 300)	1-hour	OWNER's Facilities	Once (1)
South Lift Station Improvements TM Review	1-hours	Virtual	Once (1)

Meeting (Task 400)			
Roll-Plot alignment Review Meeting (Task 500)	2-hour	OWNER's Facilities	Once (1)
BDR/30% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
60% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
90% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
Pre-Bid Conference (Task 700)	1-hour	OWNER's Facilities	Once (1)
Bid Opening (Task 700)	1-hour	OWNER's Facilities	Once (1)

*May be combined with other monthly meetings.

C. Potential Scope Adjustment

1. In the event there is consideration to change the scope of the project, the ENGINEER will develop and present a potential scope adjustment to the OWNER. This document will itemize the potential change(s) in scope, detail the anticipated cost impact on both the ENGINEER's work as well as for the project construction, and indicate any anticipated changes in the initial project schedule. OWNER will provide direction to ENGINEER on the implementation of any potential scope adjustments and both parties will endeavor to negotiate the scope adjustments to the design phase authorization to address any approved potential scope adjustments in accordance with the OWNER's Policies and Procedures.

D. Schedule

1. The project is generally anticipated to be fully constructed within 31 months from notice to proceed as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025. Duration from notice to proceed through bid phase services as noted within this scope of work is anticipated to be 15-18 months from notice to proceed. The schedule may require adjustment due to items outside of direct control, including property access and land acquisition. See attached detailed schedule for baseline assumptions, review periods, and interdependencies of various tasks.
2. It is hereby acknowledged by all parties that a timely approach is required for this project. As such, opportunities to accelerate the schedule will be explored and discussed during each meeting.

South Basin, Phase I

1.3 Task 200. Site Investigation and Subconsultants

A. Evaluate Existing Facilities

1. Review existing reports and other information from OWNER's files.

B. Land Acquisition

1. Land Acquisition Services shall be compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and will include implementation of the related regulations (49 CFR Part 24).
2. Assist OWNER, through a subcontract, in obtaining permanent and temporary easements for the project in accordance with OWNER's standard practices.
3. Meeting with OWNER to discuss land acquisition policies and history. For budgeting purposes, one (1), 1 hr in-person meeting held at the OWNER's office is included.
4. Property research for up to one (1) parcels associated with the equalization basin and twenty-seven (27) associated with SL-25.1. Deed and record map searches of the project site to identify site boundaries and easements will be provided to surveyor for incorporation into drawings. Property evaluations associated with collection system improvements will be needed and can be added via addendum.
5. Preparation of easement exhibits by a licensed surveyor. Prepare exhibit drawings with temporary easement, permanent easement, and land parcel legal descriptions and dimensions for each easement and land parcel that is to be acquired by the OWNER. Each legal description and exhibit shall include the area in square feet and acres. City of Bentonville shall provide all standard agreements and conveyance documents necessary for use in the acquisition of the property. Appraisals and Appraisal Reviews will be completed and used as the basis of the just compensation. For the purposes of scoping it is assumed that linear easements will be temporary construction easements only and land will need to be acquired for the equalization basin.
6. Tracking of all needed easements, preparation and attendance at project meetings, initial offers, non-compensation related negotiations with property OWNER's, appraisals as needed, and completing all required documents.
7. Compensation related to negotiations will be by the OWNER and is not included.
8. Negotiation services
 - a. Offer preparation and securing documents (offer letter, summary statement, easement documents, landowner's bill of rights/property rights brochure, accounting forms to process payments, mortgage information forms, obtain permission to discuss with mortgage companies, forms for release/consent to easement)
 - b. Meetings with landowners (offer presentation, negotiations, securing documents).

- c. Negotiations will include referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Explaining the details related to the appraisal and appraisal review and how the offer was developed as well as answering other necessary valuation questions.
 - d. All counteroffers will be provided to City of Bentonville for review and consideration, and no settlement or plan changes will be provided or agreed upon with the landowner without express permission by City of Bentonville.
 - e. Coordinate with OWNER for payment to landowners (deliver checks or mail certified checks).
- 9. Any needed closings or filings of legal documents will be by the OWNER and is not included.
 - 10. Support for properties requiring condemnation may be provided via future amendment, if required.
 - 11. Land acquisition professional will participate in design team meetings with OWNER to allow for coordination for impacts on property acquisition.

C. Geotechnical Services.

- 1. Provide, through a subcontract, geotechnical engineering services based on preliminary drawings and designs including exploratory work, laboratory and field testing, and professional interpretations of exploratory and test data.
- 2. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils and rock samples, and other field and laboratory tests and analyses that are required to provide design information.
 - 1) Laboratory testing will include field soil resistivity testing for assessment of potential for corrosion.
 - 2) For the purposes of budgeting, three (3) bores at 40 feet deep (or until auger refusal) are anticipated for SL-25.1 and two (2) bores at 50 feet deep (or until auger refusal) are anticipated for the equalization basin.
 - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data collected from the exploratory work and testing and making assessments of the site conditions that can be anticipated from this initial exploratory work.
 - 1) Transmit one electronic copy (PDF) of the initial geotechnical report.
 - c. After final design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report.

South Basin, Phase I

- 1) The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, and extent of excavations; and shall consider both design parameters and constructability.
- 2) If, in the opinion of the reviewing professional or ENGINEER, additional geotechnical data are required for the preparation of the final report, these data shall be provided under an amendment to the Agreement and the subcontract.
- 3) The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
- 4) Transmit one electronic copy (PDF) of the final geotechnical report.

D. Surveying Services.

1. Topographic Survey

- 1) Perform, through a subcontract, topographic survey of the project site.
 - 2) Establish benchmarks based on USGS datum.
 - 3) Structures and buildings will be surveyed for finish floor, top of wall, and bottom of basins or basements where possible. Interior floor and process basin elevations will be determined.
 - 4) Interior piping 12" and larger will be surveyed at wall penetrations and key directional changes. Smaller piping, conduits, ductwork, and other similar components will not be surveyed.
 - 5) For budgeting purposes, survey is assumed to be 8,100 linear feet, 50 feet wide for SL-25.1 and 30,000 square feet for the flow equalization basin.
2. Subsurface Utility Engineering (SUE). May be provided via future amendment, if required.

E. Environmental Assessment.

1. A desktop environmental assessment will be conducted and included in the Basis of Design Report for documentation.
2. ENGINEER anticipates only informal coordination with environmental permitting agencies and does not anticipate finding or avoiding endangered species. Budget does not include any work associated with design effort for impacts to identified species.
3. ENGINEER does not anticipate finding or coordinating design for wetlands on or adjacent to the project sites.

South Basin, Phase I

4. A full environmental assessment or CATEX documentation may be added by amendment if desktop evaluation determines it is necessary or funding source requires it.

1.4 Task 300. Wastewater System Model

- A. Under this task series the ENGINEER will evaluate the existing wastewater system computer model and develop design scenarios to be used in system evaluation. Tasks to be performed under this task series include the items noted in this section.
- B. Obtain, verify and review existing rainfall, meter and pump data meter and pump data flow records to coordinate future flow allocations within the model. Conduct a virtual 1-hour conference call with the OWNER to review the results and receive OWNER comments.
 1. Rainfall data will be compared to available USGS or NOAA gauge records to confirm if specific events from the local gauged rainfall are appropriate for use in Task 1.4.C or if other considerations should be made.
 2. Flow meter data will be verified using the industry standard scattergraph approach to determine if metered peak flows are underreported due to hydraulic restrictions or overreported due to limitations in velocity readings. Based on the review, specific events may not be carried forward for Task 1.4.C or an additional factor of safety may be added to metered peak flows.
 3. Pump station meter and flow records will be verified via comparison against the verified meter data to identify periods of missing pump station data or periods where pumps were out of service.
- C. Review 5-year SCS model results including recent rain events, SSO reports to confirm adequacy of safety considerations for design and design storm event to be used in alternative analysis. Conduct a virtual 1-hour conference call with the OWNER to review the results and receive OWNER comments.
- D. Review model for potential sites for storage, pump design requirements, corridors for parallel sewers or increases in sewer sizes, and growth and development plans to confirm future connection locations. Evaluate the following alternatives:
 1. Up to four (4) alternatives for full buildout of the system (equalization, collection system improvements, alternative pumping, and south lift station capacity improvements) including conceptual cost evaluations (Class 5) for alternative comparison.
- E. Conduct a workshop with OWNER to review alternatives. For budgeting purposes, one (1), 1 hr in-person meeting held at the OWNER's office is included.
- F. Incorporate OWNER comments and recommendations into overall conceptual technical memorandum.
- G. Provide updated ICM model with selected alternative to OWNER.

South Basin, Phase I

1.5 Task 400. Conceptual Alternative Evaluation

- A. Under this task series a conceptual technical memorandum will be developed based on model evaluations providing recommended alternatives for the basis of design. The recommendations will include budget costs, be staged and prioritized, and will identify improvements for additional capacity or reliability. The recommended improvements plan will be developed and will include the following:
- B. Prepare recommendations for pumping, storage, and collection system improvements. The plan will be staged to show priorities and an implementation schedule for all improvements.
- C. Review aerial, topographic, property, and utility maps within proposed collection system improvement corridors. Conceptual alignments will be developed based on the model results and the corridor evaluation. Detailed alignment study will be provided via future amendment.
- D. If required, prepare budgetary opinions of probable cost for all recommended improvements for planning purposes (Class 5) if updated project information is needed beyond the costs already identified in the existing the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025.
- E. Develop *South Lift Station Improvements TM* summarizing the recommendations. The TM will include colored exhibits (maps) showing suggested locations for recommended system improvements.
- F. Meet with the OWNER for a workshop to review the TM and receive comments. For budgeting purposes, one (1), 1 hr virtual meeting held at the OWNER's office is included.
- G. Incorporate OWNER comments into a final report.

1.6 Task 500 – Alignment Study.

- A. Review alignment for SL 25.1 as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025. Provide a roll-plot review of proposed alignment, recommendations for replacement and potential alternatives for discussion per report.
 - 1. Review available urban planning reports; road, railroad, and utility planning reports; topographic maps; aerial photographs; GPS system information; geologic and geotechnical information; property maps; and utility maps within the corridor. Planning reports are to be provided by the OWNER.
 - 2. Conduct a surface reconnaissance field trip to review the potential alignment alternatives within the corridor to determine if there are additional alternatives not apparent from the available records.
- B. Review recommended alignment with and get feedback from OWNER in a roll plot workshop meeting. The alignment will be delivered electronically (PDF) as a roll plot

drawing. For budgeting purposes, one (1), 2 hr in-person meeting held at the OWNER's office is included.

1. The following outcomes of the roll plot workshop are anticipated:
 - a. Determine final alignment route that is compatible with hydraulic model and budgetary constraints.
 - b. Identification of needed permanent and temporary easements for the new Sanitary sewer improvements.
 - c. Identification of connection of the existing sewer collection system with the new sewer Sanitary Sewer.
 - C. Evaluate recommended alignment using the wastewater system model.
 - D. Field investigations such as survey, geotechnical, SUE, and environmental assessment of the selected route will be performed after the alignment study is completed and agreed upon by OWNER. Should the route be changed after the field investigations are completed, Supplemental Services would be required to provide field investigations of the changed alignment.
- 1.7 Task 600 – Detailed Design.
- A. The construction contract documents shall be prepared for selection of private construction contractors on a competitive bid basis.
 - B. As part of the Basic Design Services, the ENGINEER shall produce interim documents for the purpose of review by OWNER's staff and ENGINEER's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services. Anticipated deliverables include basis of design report/30% drawings, 60% documents, 90% documents and bid documents for construction purposes.
 - C. As part of the Design Services, ENGINEER may develop Opinions of Probable Construction Cost (OPCC). All OPCC developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 and accepted industry guidelines with regard to methodology and accuracy. Since ENGINEER has no control over the cost of labor, material, or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. ENGINEER does not guarantee or warranty that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost.
 - D. Drawings will be prepared based on ENGINEER's drafting standards on 24" x 36" size sheets. The OWNER's applicable standard details available and current at the time of the work will be utilized. Where applicable OWNER standard details are not available,

South Basin, Phase I

ENGINEER's standard details will be utilized. The technical specifications will be based on ENGINEER's standards and customized for the project.

E. OWNER Furnished Front-End Documents

1. Obtain and review Owner-furnished front-end documents, general conditions, special conditions. Owner's documents are anticipated to be standard documents compatible with EJCDC.

F. Permitting

1. Meet with OWNER's personnel and representatives of utilities, government agencies, highway departments, railroad companies, and schools to obtain requirements for public protection to be included in contract documents.

G. Detailed Design – Preliminary Design Report/Basis of Design

1. A basis of design report (BDR) will be prepared documenting the following:
 - a. Process Design Criteria
 - b. Alternatives Analysis Summary
 - c. Discipline Design Criteria
 - d. Project Implementation Plan
 - e. Permitting Requirements
 - f. Opinion of Probable Construction Cost (Class 3 Estimate)
 - g. Preliminary Drawings and Specification List
 - h. 30% preliminary drawings will be included as an appendix to the BDR.
2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
4. Revise documents as necessary to reflect decisions taken at this level.

H. Detailed Design – Construction Contract Documents Level 2 (60%)

1. Detailed design is to commence only after OWNER has accepted design criteria and the Basis of Design Report. Construction contract documents Level 2 progress review meeting deliverables are as follows:
 - a. Draft front-end documents
 - b. Vertical control sketches
 - c. Secondary systems P&ID drawings
 - d. Equipment control descriptions
 - e. Site plan
 - f. Grading plan
 - g. General site arrangements and yard piping drawings
 - h. Plan and profile sheets
 - i. Sections and details showing major process and sub process equipment

South Basin, Phase I

- j. Structural framing plans and sections
 - k. Instrumentation input and output lists
 - l. Instrumentation device schedules
 - m. Power and lighting plans
 - n. Electrical fixture schedules
 - o. Commodity specifications
 - p. Geotechnical investigation report
 - q. Major facility plans and sections showing equipment and piping
 - r. Preliminary structural design
 - s. Process equipment specifications and data sheets
 - t. Valve or Gate list
 - u. Constructability review
 - v. Internal quality control review and refinement before submittal to OWNER
 - w. Update quality assurance and quality control plan and log
 - x. Project schedule update
 - y. Project trend register update
 - z. Opinion of probable construction cost update (Class 2 Estimate)
- 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
 - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
 - 4. Revise documents as necessary to reflect decisions taken at this level.
- I. Detailed Design - Construction Documents Level 3 (90%)
- 1. Level 3 design shall commence only after OWNER has accepted Level 2 deliverables. Level 3 progress review meeting deliverables are as follows:
 - a. Final review set of drawings
 - b. Final review set of specifications and construction contract documents
 - c. Constructability review
 - d. Internal quality control review and refinement before delivery to OWNER
 - e. Quality assurance and quality control plan and log update
 - f. Project schedule update
 - g. Project trend register update
 - h. Opinion of probable construction cost update (Class 1 Estimate)
 - 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
 - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
 - 4. Refine documents according to mutual agreement.
- J. Regulatory Agency Submittal

South Basin, Phase I

1. Assist OWNER with filling forms required for submittal to regulatory agencies. OWNER will sign forms. OWNER will provide payment of any regulatory fees.
 2. Nominal comments from the regulatory agencies will be addressed via response letter and may include a few updated drawings sheets, effort for which is included. Should the regulatory agencies require multiple rounds of submittals or extensive changes to the documents, this would be considered Supplemental Services.
- K. Detailed Design – Construction Contract Documents Level 4 (100%)
1. Revise documents with final OWNER and regulatory agency comments. This is the Bid Set.
- 1.8 Task 700 – Bid and Pre-Award Services.
- A. Assist and advise OWNER for a single prime contract for construction, materials, equipment, and services.
1. Distribution. Support OWNER's procedures for distribution of construction contract documents by providing these services that are included:
 - a. OWNER will handle all aspects of bidding document distribution.
 - b. ENGINEER to provide OWNER additional documents as required such as geotechnical report, IFB form, and addenda.
- B. Pre-Bid Conference
1. Conduct, at a date and time selected and a place provided by OWNER, a pre-bid conference to:
 - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - b. Review special project requirements and contract documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. Prepare minutes of conference and issue to plan holders.
- C. Interpretation of Bidding Documents
1. Review and provide responses to OWNER on questions from potential bidders (RFI's). Prepare and issue addenda to the construction contract documents when required. For the purposes of this scope and fee estimate, it is assumed there will be no more than 3 addenda.
- D. Bid Opening
1. For the purposes of this scope and fee estimate, it is assumed one person will attend the bid opening.
 2. Attend bid opening in conjunction with OWNER. Answer questions, make preliminary tabulation of bids, and review questionnaires and bids for completeness.

South Basin, Phase I

- E. As Bid Construction Contract Documents
 - 1. Refine construction contract documents according to addenda and Contractor's bid forms. This includes editing of the Project Manual as well as making changes to the Construction Documents.
 - 2. Provide the As-Bid Contract Documents to the OWNER in electronic format. OWNER will distribute electronic and hard copy Contract Documents to the Contractor.
- 1.9 Task 800 – Construction Phase Services. To be provided via future amendment.
- 1.10 Task 900 – Resident Services During Construction. To be provided via future amendment.
- 1.11 Task 1000 - OWNER Responsibilities
 - A. OWNER will furnish, as required by the work and at no cost to the ENGINEER, the following items:
 - B. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the OWNER and which may be useful in the work involved under this contract.
 - 1. Existing site survey drawings and electronic files previously performed within the site survey areas.
 - 2. Electronic files exported in AutoCAD Civil 3D “.DWG” file format.
 - 3. If available, electronic files shall include Civil 3D point objects, point groups, surfaces, and/or alignments in addition to the planimetric features.
 - 4. Existing GIS system information for the collection system.
 - 5. Existing collection system hydraulic model.
 - C. Access to public and private property when required in performance of the ENGINEER's services.
 - D. Manage the performance of other consultants under direct contract to OWNER necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation.)
- 1.12 Task 1100 - Supplemental Services (not included in scope of work)
 - A. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the OWNER desires additional services (Supplemental Services), the resultant change may

serve as a basis for modifying the Agreement as agreed upon by both the OWNER and Consultant.

- B. Supplemental services are not in the scope of work for this contract. These services will be performed at OWNER's written request with compensation adjustments. Supplemental services that require written authorization and approval for additional services performed to include, but are not limited to, the following items:

C. General

1. Assistance in financially related transactions for the project.
2. Safety Assessments.
3. Security Assessments.
4. Value Engineering reviews and services.
5. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
6. Renderings or photo realistic drawings.
7. Establishing a project communications site.
8. Prequalification of contractors or vendors.
9. Additional meetings with local, State, or Federal agencies to discuss the project.
10. Additional appearances at public hearings or before special boards.
11. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
12. Special consultants or independent professional associates requested or authorized by OWNER.
13. Assistance with bid protests and rebidding.
14. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
15. Additions to an engineering report or other document to update or revise original recommendations.
16. Preparing measured drawings.

- D. Changes in the general scope, extent, or character of the project, including, but not limited to:

1. Changes in size or complexity.

2. OWNER's schedule, design, or character of construction.
 3. Method of financing.
 4. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.
 5. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are due to unexpected events outside the ENGINEER 's control such as force majeure or extreme weather events.
- E. Rights of way, property acquisition, and land surveys:
1. Land and property surveys above quantity identified above.
 2. Aerial photography.
 3. Services to meet and negotiate with the property OWNERS above previously identified quantities.
 4. Engineering assistance to OWNER in condemnation proceedings.
 5. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way limits.
- F. Geotechnical Services:
1. Additional geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance on tests to be made and an initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing beyond quantities identified above.
- G. Environmental Assessment:
1. Environmental assessment reports and/or environmental impact statements.
 2. Cultural resources and/or archaeological study and reports.
 3. Archaeological consultations regarding artifacts that may be uncovered during construction.
- H. Testing:
1. Laboratory and field testing and any reports or studies on materials and equipment requested by OWNER.
 2. Observing factory tests and/or field retesting of equipment that fails to pass the initial test as initiated by Owner or required by Construction Phase Services.

South Basin, Phase I

- I. Hazardous Environmental Conditions:
 - 1. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - 2. Conduct asbestos or lead based paint abatement or other hazardous material abatement on existing facilities.
- J. Conducting pilot plant studies and tests.
- K. Support services for additional work in connection with public information activity.
- L. Additional Pre-Award Services:
 - 1. If the apparent successful bidder is not well qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by ENGINEER might be required to resolve issues. These services are to be provided as supplemental services according to OWNER's request.
 - 2. Apparent Successful Bidder's Requests for Review. Review data regarding materials and equipment submitted by the apparent successful bidder to determine acceptability when the review is required by the bidding documents subsequent to bid opening and prior to award of contract.
 - 3. Evaluate Change Requests by Contractor. Review, evaluate, and submit comments to OWNER concerning equipment performance data submitted by the Contractor. These services may include review of building design changes required to accommodate the proposed equipment; installation requirements and related engineering, training, and operating costs; the experience and performance record of the manufacturer; availability of service personnel; and operating and maintenance costs.
 - 4. Analyze special assessment district bond bids and advise OWNER of findings.
 - 5. Contractor pre-qualification or alternative delivery approaches.
- M. Services During Construction.
- N. Assisting OWNER in complying with the requirements of 40 CFR Part 35, Paragraphs 35.2218(c) through 35.2218(e) as published in the Federal Register, Vol. 49, No. 34 - Friday, February 17, 1984.

APPENDIX C

SCHEDULE OF FEES, SERVICES AND PAYMENT

PART 2 - Attachment B - Compensation

2.1 General

A. Payments

1. Monthly payments shall be made to the ENGINEER by the OWNER based on the ENGINEER's invoice. The invoice shall indicate amount due according to progress of the work and level of effort as reported by ENGINEER.
2. Work performed under this Scope of Services shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed. The total billed amount may not exceed the total Lump Sum amount unless approved in writing by the OWNER.

2.2 Lump Sum Payment

A. For the services described in Attachment A, Scope of Services, OWNER agrees to pay ENGINEER as follows:

1. The maximum amount billed for this service shall not exceed Two Million Seven Hundred Ten Thousand Seven Hundred Seventy-Three dollars (\$2,710,773) without further authorization.
2. For project tracking purposes, major task items as identified in Attachment A shall be used as shown below:

Task Number	Description	Hours	Subtotal
100	Project Administration	330	\$89,037.00
200	Site Investigation and Subconsultants	650	\$781,909.00
300	Wastewater System Model	559	\$157,361.00
400	Conceptual Alternative Evaluation	599	\$157,712.00
500	Alignment Study	740	\$198,518.00
600	Detailed Design	5,788	\$1,259,315.00
700	Bid and Pre-Award Services	278	\$66,921.00
Total		8,944	\$2,710,773.00

South Basin, Phase I

The table above shall be used for project progress reports, invoicing, and project management purposes. Where required, further breakdown by each subtask shall also be included.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION IN THE AMOUNT OF TWO MILLION SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED SEVENTY-THREE DOLLARS (2,710,773.00); AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with Black & Veatch Corporation for engineering services for the South Lift Station Phase I project; and

WHEREAS, this is funded by the Revenue Bond which will be paid back through Wastewater Development Fees; and

WHEREAS, a budget adjustment is necessary to recognize bond funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Black & Veatch Corporation for engineering services for the South Lift Station Phase I project in the amount of two million seven hundred ten thousand seven hundred seventy-three dollars (\$2,710,773.00);

Section 2: The 2026 Budget is hereby adjusted to recognize bond proceeds in the amount two million seven hundred ten thousand seven hundred seventy-three dollars (\$2,710,773.00) into Account # 503040-39325 – Bond Proceeds;

Section 3: The 2026 Budget is further adjusted to appropriate the same into Account #503040-47341 – Sewer Line Improvements;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? **YES** **NO** **ITEM HAS NO COST** **OTHER:** _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097**

CONTRACT AMENDMENT NO. 02

This Contract Amendment No. 2 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas ("Owner") and Garver, LLC ("Garver"), dated August 20, 2024, referred to in the following paragraphs as the "Agreement."

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-2 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-2 is to be included, in its entirety as a part of Exhibit B of the Agreement.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment 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 Amendment effective as of the date last written below.



CITY OF BENTONVILLE, ARKANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Mayor

Title: Water Team Leader

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A-2 AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 02 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. These services include design, bidding, and construction administration to support the execution of an Early Tree Clearing Package. Due to environmental concerns around roosting bats and the current prescribed schedule for the Shewmaker Interceptor project, it has become necessary to address the tree removal that would normally fall within the course of construction. This early tree clearing work will be done along the Phase 01 portion of the Shewmaker Interceptor. This includes the improvement of approximately 6,700 linear feet of the existing 12" VCP interceptor from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC.

Phase 01 Services

1. Early Tree Clearing Package Services – Phase 01

During the Early Tree Clearing Package phase of work, Garver will accomplish the following:

- a. Create a design set of plans that can be utilized to contract with a construction company to facilitate the downing and removal of trees within the Temporary Construction Easements and General Utility Easement.
- b. Facilitate necessary permitting through the City of Bentonville and Benton County.
- c. Garver will mobilize a survey crew a maximum of four (4) trips to the site to stake the proposed easements for a maximum of 20 tracts.
- d. Coordinate with the City of Bentonville purchasing department on creation of a set of biddable plans, specifications, and provide support to City staff during the bidding of the Early Tree Clearing Package. This will include an analysis of bids and recommendation of award.
- e. Provide City staff with Construction related services outlined below:
 - Facilitate one (1) preconstruction meeting. Garver will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meetings held in-person at the Owner's office.
 - Garver to conduct site visits once a month, to the construction site to consult with the Owner and Contractor concerning progress, coordination and resolving field issues.
 - Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Up to five (5) RFI responses are included. If Garver is requested to respond to additional RFIs, it will be considered extra work.
 - Provide part-time resident construction observation services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week for a total of 160 hours. 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.



- 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.
- Participate in substantial completion and final project walkthrough, prepare punch list, review final project closing documents, and review and sign final pay request.

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 and Owner of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Owner shall be notified of deficiencies prior to a stop work order being given. 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. Extra Work Not Included

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
- B. Tree survey by a certified arborist
- C. Storm drainage design for street improvements
- D. Profiling of street improvements
- E. Subsurface Utility Engineering (SUE) (Owner to secure direct contract)
- F. Submittals or deliverables in addition to those listed herein
- G. Design of any utility's relocation other than the water and wastewater segments listed
- H. Traffic Control Plans
- I. Completion of a National Environmental Policy Act (NEPA) document
- J. Conducting a quantitative air quality analysis or air quality modeling
- K. Conducting a noise impact analysis
- L. Conducting threatened or endangered species surveys
- M. Obtaining Section 7 clearance from USFWS
- N. Preparation of a detailed habitat assessment report
- O. Tribal coordination
- P. Conducting archaeological site monitoring or cultural resources surveys and/or architectural surveys beyond the Phase I cultural resources survey
- Q. Developing a cultural resources mitigation plan
- R. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
- S. Section 404 Individual Permit and any mitigation planning beyond the requirements identified



- with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
- T. Individual water quality certification
 - U. Phase I or II Environmental Site Assessment
 - V. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including Section 7 clearance for documenting “no take”
 - W. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items
 - X. Cost Recovery Matrix

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



EXHIBIT B - 2
AMENDED COMPENSATION SCHEDULE

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$15,062.00	Hourly Rate + Expenses
Historical Data Review	\$4,953.00	
Baseline Development	\$25,533.00	
Collection System Assessment	\$111,070.00	
Capital Improvements Plan Development	\$64,020.00	
Critical Project Conceptual Design	\$173,862.00	
TOTAL FEE	\$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	\$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	\$13,270.00	
Survey – Phase 01	\$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	\$34,540.00	
Geotechnical Investigation – Phase 01	\$9,430.00	
Environmental Services – Phase 01	\$64,140.00	
Basis of Design Report	\$35,350.00	
Preliminary Design – Phase 01	\$122,660.00	
Final Design – Phase 01	\$108,660.00	
Bidding Services – Phase 01	\$19,250.00	
TOTAL FEE	\$560,190.00	
AMENDMENT NO. 02		
Early Tree Clearing Package – Phase 01	\$72,932.00	Hourly Rate + Expenses
TOTAL FEE	\$72,932.00	
TOTAL AMENDED CONTRACT FEE		
TOTAL FEE	\$1,027,622.00	Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates 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 total amount paid to Garver under this Agreement is estimated to be \$394,500.00 + \$560,190.00 + \$72,930.00 for a total fee of \$1,027,622.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.



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

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded.



(AGREED UPON RATES)
Exhibit B
Bentonville Water Utilities
Bentonville Sewer Imps and MP - Amendment No. 2
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
Designers		ES-6	\$ 345.00
D-1	\$ 128.00	ES-7	\$ 431.00
D-2	\$ 146.00	ES-8	\$ 487.00
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
Technicians		PC-3	\$ 194.00
T-1	\$ 103.00	PC-4	\$ 248.00
T-2	\$ 124.00	PC-5	\$ 303.00
T-3	\$ 151.00	PC-6	\$ 392.00
T-4	\$ 195.00	PC-7	\$ 491.00
Surveyors		Management / Administration	
S-1	\$ 63.00	AM-1	\$ 82.00
S-2	\$ 84.00	AM-2	\$ 104.00
S-3	\$ 113.00	AM-3	\$ 145.00
S-4	\$ 161.00	AM-4	\$ 186.00
S-5	\$ 203.00	AM-5	\$ 227.00
S-6	\$ 237.00	AM-6	\$ 295.00
S-7	\$ 280.00	AM-7	\$ 378.00
S-8	\$ 353.00	M-1	\$ 552.00
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 2 WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$72,932.00); AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Garver, LLC dated August 20, 2024;

WHEREAS, the parties have negotiated an amendment to said agreement for engineering services and construction administration services for the Tree Clearing portion of the Shewmaker Basin Phase 1 Interceptor Improvements Project;

WHEREAS, the City Council finds that approval of this amendment is in the best interest of the City and its residents;

WHEREAS, this is funded by the Revenue Bond which will be paid back through Wastewater Development Fees; and

WHEREAS, a budget adjustment is necessary to recognize bond funds.

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

Section 1: The Mayor and City Clerk are authorized to execute said Amendment with Garver, LLC in an amount not to exceed seventy-two thousand nine hundred thirty-two dollars (\$72,932.00);

Section 2: The 2026 Budget is hereby adjusted to recognize bond proceeds in the amount seventy-two thousand nine hundred thirty-two dollars (\$72,932.00) into Account # 503040-39325 – Bond Proceeds;

Section 3: The 2026 Budget is further adjusted to appropriate the same into Account #503040-47341 – Sewer Line Improvements;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK