



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, May 22, 2018 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: May 8, 2018**

AGENDA

1. Proclamation presented to recognize "National EMS Week" in Bentonville, Arkansas. **(Page 5)**
2. Request that the City Council adopt a formal resolution to recognize, commend and congratulate Animal Services Supervisor John Arnold upon his May 25th, 2018 retirement. This resolution recognizes John Arnold for than 48 years public safety related service, including more than 24 years of dedicated service to the Bentonville Police Department. This resolution also wishes John Arnold much health, happiness, and continued success in all of his future endeavors. See attached resolution. **(Pages 6-7)**
3. Planning:
 - 3a. **Lot Split: Lots 18 & 19 of Beau Terre Subdivision, BH Property Ventures, LLC, 1002 McClain Rd, C-2, General Commercial.** **(Pages 11-12)**
The Planning Commission voted 7-0, recommending approval.

The applicant submitted a lot split for an approximately 2.7 acre area, splitting Lot 15-A of Beau Terre Subdivision creating new Lots 18 and 19. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates a 15' utility easement along the common lot line of Lots 18 and 19. Adequate right-of-way exists along E Central Avenue, McClain Road, and Beau Terre Drive.

- 3b. **Lot Split: Lot 1 of Haas Hall Subdivision, BH Property Ventures, LLC, 2500 SE J St., C-2, General Commercial.**

(Pages 13-14)

The Planning Commission voted 7-0, recommending approval.

The applicant submitted a lot split for an approximately 1.6 acre area, creating Lot 1 of Haas Hall Subdivision. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates 15' utility easements along all lot lines. Offsite drainage and access easements shall be dedicated per separate documents. Adequate right-of-way exists along SE J Street.

- 3c. **Rezoning: Barrett Family Trust, Mill Dam Road, From A-1, Agricultural to R-E, Residential Estate.**

(Pages 15-18)

The Planning Commission voted 7-0, recommending approval.

Because this property was recently annexed into the City of Bentonville, there is currently no future land use designation for the tract. However, existing and adjacent uses and zoning classifications are compatible with the R-E, Residential Estate, zoning district.

- 3d. **Rezoning: Vajinder Singh, Southwest Runway Drive, From C-1, Neighborhood Commercial to C-2, General Commercial.**

(Pages 19-22)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

- 3e. **Planned Residential Development: Martin Elzey, 9601 Glen Rd, From A-1, Agricultural to PRD, Planned Residential Development.**

(Pages 23-36)

The Planning Commission voted 7-0, recommending approval.

This property is located at 9601 Glen Road. The site is currently zoned A-1, Agricultural. Adjacent zonings are R-1 to the north, R-2 to the south, and county land to the east and west.

The applicant is proposing a Planned Residential Development to provide the following housing types: 24 four-plex townhomes, 32 detached row homes, 20 detached rear-load homes, 32 detached front-load homes, and 12 front-load duplexes. Minimum open space requirements shall primarily be met through four park areas and a green detention area.

- 3f. **Lot Split: Lots 6-10 of Mill Dam Farms Subdivision, Barrett Family Estate, Mill Dam Road, A-1, Agricultural.**

(Pages 37-39)

The Planning Commission voted 7-0, recommending approval.

Lot Split of Lot 5 of Mill Dam Farms Subdivision, creating new lots 6-12. A previous plat dedicated all necessary easements as part of Lot 5. Adequate right-of-way exists along Mill Dam Road.

4. Fire Department Staff is requesting Council approval to waive competitive bidding for the purchase of a Stryker power cot and loading system for an ambulance. **(Pages 40-45)**
5. Fire Department is requesting Council approval to surplus 107 sections of firefighting hose and transfer the hose to three area volunteer fire departments. **(Pages 46-51)**
6. City Council approval to reappointment Matt McClure to the City of Bentonville's Advertising & Promotion Commission. Mr. McClure's term will expire on December 31, 2021. **(Pages 52-55)**
7. Recommend Mayor and City Council award bid #IFB-18-018 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$112,770.00. **(Pages 56-58)**
8. Recommend Mayor and City Council award bid #IFB-18-020 for 1/0 c/c underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$44,985.00. **(Pages 59-61)**
9. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Erin Dolan Edminister for the service of teaching instructional swim and triathlon training for Parks and Recreation. **(Pages 62-66)**
10. City Council approval of Bid IFB-18-016 in the amount of \$41,790.00 to Sunshine Services Company to seal and stripe multiple parking lots in Memorial Park. **(Pages 67-69)**
11. City Council approval of Mayor McCaslin's recommendation to appoint Steven George to the Parks and Recreation Advisory Board. **(Pages 70-73)**
12. City Council approval of a resolution adopting the updated Quality Management Plan to be used for EPA funded projects. This update is required by EPA and if any changes are made, a new Quality Management Plan has to be submitted. This Quality Management Plan will be in effect for five years from the original release, requiring yearly audits and submissions. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System. **(Pages 74-100)**
13. City council approval of a resolution allowing the Mayor and City Clerk to enter into an agreement with Sandcreek Engineering and Landscape Architecture, Inc. for survey and drainage analysis services for the area located between NW 2nd Street to NW 9th Street and Lefors Street to NW G Street. The cost of this contract is not to exceed \$31,500.00, which will come from the Engineering Department capital account (010-1630-463.73-90). This is a budget item. **(Pages 101-110)**

14. A resolution setting a public hearing for June 12, 2018 for a Street Right-of-Way Vacation requested by Bates & Associates for 805-807 North Main Street.
(Pages 111-113)
15. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC to provide bid package development, bidding services, and construction phase services related to the VBT Runway Rehabilitation Project for the Bentonville Municipal Airport.
(Pages 114-128)
16. Staff requests City Council and the Mayor grant a waiver of competitive bidding for (5) Five Hydromatic pumps for use as spares when current units fail and are unrepairable. These pumps are specified for our lift stations and compatible to the internal rail system in our lift stations. Instrument & Supply, Inc. is the Arkansas Territories Regional Sales Distributor, established by the manufacturer.
(Pages 129-134)
17. Staff seeks Council approval for a Waiver of Bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 61 lift stations. This is a 2018 budgeted item.
(Pages 135-145)
18. Staff requests the Mayor and City Council approve an ordinance to waive competitive bidding for replacement of the wastewater facility influent seven (7) section MCC electrical control panel, including programming to the existing plant SCADA system, to McBrayer Engineering, Inc. in an amount not to exceed \$59,720.00. Scott McBrayer is the programmer for numerous electronic and SCADA components at the wastewater treatment plant and major lift stations. This is a 2018 budgeted item.
(Pages 146-150)
19. Request Council and Mayor award bid to Arnold & Blevins Electric Northwest in the amount of \$114,450.00, tax included. Arnold & Blevins are the sole bidder for the 500kW electric generator replacement at McKissic Lift Station.
(Pages 151-154)
20. Recommend Mayor and City Council award the bid for a new trailer mounted sewer main cleaner unit to Texas Underground Inc. in the amount of \$62,001.50 plus tax. This is a 2018 budgeted item.
(Pages 155-157)

PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Bob McCaslin, Mayor of the City of Bentonville do hereby proclaim the week of May 20-26, 2018 as "**Emergency Medical Services Week**" in the City of Bentonville, Arkansas. With the theme, "EMS Strong: Stronger Together", I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 22nd day of May, 2018, in Bentonville, in the great State of Arkansas, in the United States of America.


Bob McCaslin, Mayor
City of Bentonville





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council adopt a formal resolution to recognize, commend and congratulate Animal Services Supervisor John Arnold upon his May 25th, 2018 retirement. This resolution recognizes John Arnold for than 48 years public safety related service, including more than 24 years of dedicated service to the Bentonville Police Department. This resolution also wishes John Arnold much health, happiness, and continued success in all of his future endeavors. See attached resolution.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

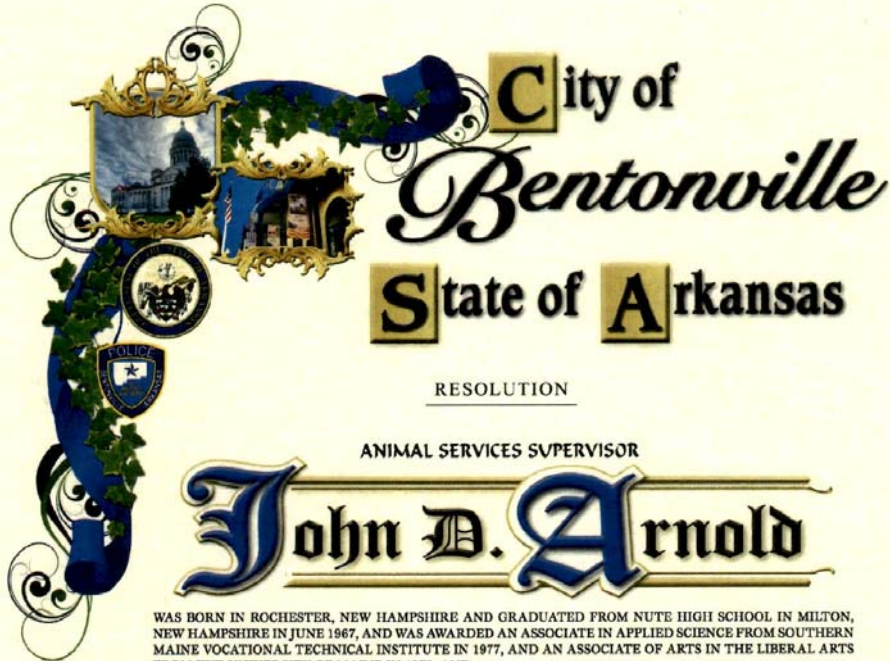
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





WAS BORN IN ROCHESTER, NEW HAMPSHIRE AND GRADUATED FROM NUTE HIGH SCHOOL IN MILTON, NEW HAMPSHIRE IN JUNE 1967, AND WAS AWARDED AN ASSOCIATE IN APPLIED SCIENCE FROM SOUTHERN MAINE VOCATIONAL TECHNICAL INSTITUTE IN 1977, AND AN ASSOCIATE OF ARTS IN THE LIBERAL ARTS FROM THE UNIVERSITY OF MAINE IN 1978; AND

WHEREAS JOHN D. ARNOLD JOINED THE UNITED STATES ARMY IN OCTOBER 1969, WHERE HE SERVED IN VIETNAM AS PART OF COMPANY C, 720TH MILITARY POLICE BATTALION, 18TH MILITARY POLICE BRIGADE PERFORMING CONVOY SECURITY AND CRIMINAL DRUG INVESTIGATIONS, AND WAS AWARDED THE ARMY GOOD CONDUCT MEDAL, NATIONAL DEFENSE SERVICE MEDAL, VIETNAM SERVICE MEDAL, REPUBLIC OF VIETNAM CAMPAIGN MEDAL WITH TWO CAMPAIGN STARS, PRESIDENTIAL UNIT CITATION, MERITORIOUS UNIT COMMENDATION, AND THE REPUBLIC OF VIETNAM GALLANTRY CROSS, AND WAS HONORABLY DISCHARGED JULY 1971; AND

WHEREAS JOHN D. ARNOLD JOINED THE SANFORD POLICE DEPARTMENT IN SANFORD, MAINE AS A PATROLMAN IN FEBRUARY 1972, WHERE HE SERVED UNTIL JUNE 1986 WITH THE RANK OF LIEUTENANT, RECEIVING A MEDAL OF VALOR AWARD AND EARNING NATIONAL RECOGNITION AND LEADING ROLES IN BOTH THE NON-FICTION, TRUE CRIME BOOK, "TAKEDOWN", AND A "DEEP UNDERCOVER" TELEVISION EPISODE, FOR HIS PART IN DISMANTLING THE LARGEST DRUG-SMUGGLING RING IN THE STATE OF MAINE; AND

WHEREAS JOHN D. ARNOLD JOINED THE LEBANON POLICE DEPARTMENT, IN SOUTH PARIS, MAINE, WHERE HE SERVED AS A PATROLMAN AND AS AN ANIMAL CONTROL OFFICER FROM JUNE 1986 TO JULY 1987; AND

WHEREAS JOHN D. ARNOLD AFTER SPENDING A SHORT TIME IN THE PRIVATE SECURITY SECTOR BEGAN YET ANOTHER PUBLIC SERVICE CAREER BY JOINING THE BENTONVILLE POLICE DEPARTMENT IN JULY 1993 AS AN ANIMAL SERVICES OFFICER, SERVING AS THE ONLY ANIMAL SERVICES OFFICER FOR THE ENTIRE CITY WHILE SIMULTANEOUSLY SERVING IN 2001 AS ONE OF THE FIRST RESERVE POLICE OFFICERS FOR THE CITY OF BENTONVILLE; AND

WHEREAS JOHN D. ARNOLD WAS PROMOTED TO ANIMAL SERVICES SUPERVISOR IN JANUARY 2014, MAKING HIM THE FIRST ANIMAL SERVICES SUPERVISOR IN OUR HISTORY, AND DEVELOPING ORDINANCES, TRAINING PROTOCOLS, AND OPERATING PROCEDURES THAT SET THE COURSE FOR THE FUTURE GROWTH AND DIRECTION OF THIS SPECIALIZED FIELD; AND

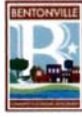
WHEREAS JOHN D. ARNOLD THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE. ...

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES JOHN D. ARNOLD FOR HIS COUNTLESS ACHIEVEMENTS IN HIS MORE THAN 48 YEARS OF TOTAL PUBLIC SERVICE, TO INCLUDE MORE THAN 24 YEARS OF DEDICATED AND LOYAL SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS 22nd day of May, 2018, in Bentonville, in the Great State of Arkansas, in the United States of America.

Bob McCaslin, Mayor

Linda Spence, City Clerk



City Council Agenda Items
For City Council Meeting of May 22, 2018
From the May 15, 2018 Planning Commission Meeting

Lot Split: Lots 18 & 19 of Beau Terre Subdivision, BH Property Ventures, LLC, 1002 McClain Rd, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

The applicant submitted a lot split for an approximately 2.7 acre area, splitting Lot 15-A of Beau Terre Subdivision creating new Lots 18 and 19. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates a 15' utility easement along the common lot line of Lots 18 and 19. Adequate right-of-way exists along E Central Avenue, McClain Road, and Beau Terre Drive.

Lot Split: Lot 1 of Haas Hall Subdivision, BH Property Ventures, LLC, 2500 SE J St., C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

The applicant submitted a lot split for an approximately 1.6 acre area, creating Lot 1 of Haas Hall Subdivision. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates 15' utility easements along all lot lines. Offsite drainage and access easements shall be dedicated per separate documents. Adequate right-of-way exists along SE J Street.

Rezoning: Barrett Family Trust, Mill Dam Road, From A-1, Agricultural to R-E, Residential Estate.

The Planning Commission voted 7-0, recommending approval.

Because this property was recently annexed into the City of Bentonville, there is currently no future land use designation for the tract. However, existing and adjacent uses and zoning classifications are compatible with the R-E, Residential Estate, zoning district.

Rezoning: Vajinder Singh, Southwest Runway Drive, From C-1, Neighborhood Commercial to C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Planned Residential Development: Martin Elzey, 9601 Glen Rd, From A-1, Agricultural to PRD, Planned Residential Development.

The Planning Commission voted 7-0, recommending approval.

This property is located at 9601 Glen Road. The site is currently zoned A-1, Agricultural. Adjacent zonings are R-1 to the north, R-2 to the south, and county land to the east and west.

The applicant is proposing a Planned Residential Development to provide the following housing types: 24 four-plex townhomes, 32 detached row homes, 20 detached rear-load homes, 32 detached front-load homes, and 12 front-load duplexes. Minimum open space requirements shall primarily be met through four park areas and a green detention area.

Lot Split: Lots 6-10 of Mill Dam Farms Subdivision, Barrett Family Estate, Mill Dam Road, A-1, Agricultural.

The Planning Commission voted 7-0, recommending approval.

Lot Split of Lot 5 of Mill Dam Farms Subdivision, creating new lots 6-12. A previous plat dedicated all necessary easements as part of Lot 5. Adequate right-of-way exists along Mill Dam Road.



Consent Agenda Items

For Planning Commission meeting of May 15, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on May 8, 2018 the Planning Commission requested these items be placed on the Consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 18 and 19 Beau Terre Subdivision, BH Property Ventures, LLC, 1002 McClain Road, C-2, General Commercial, (LS18-0019)

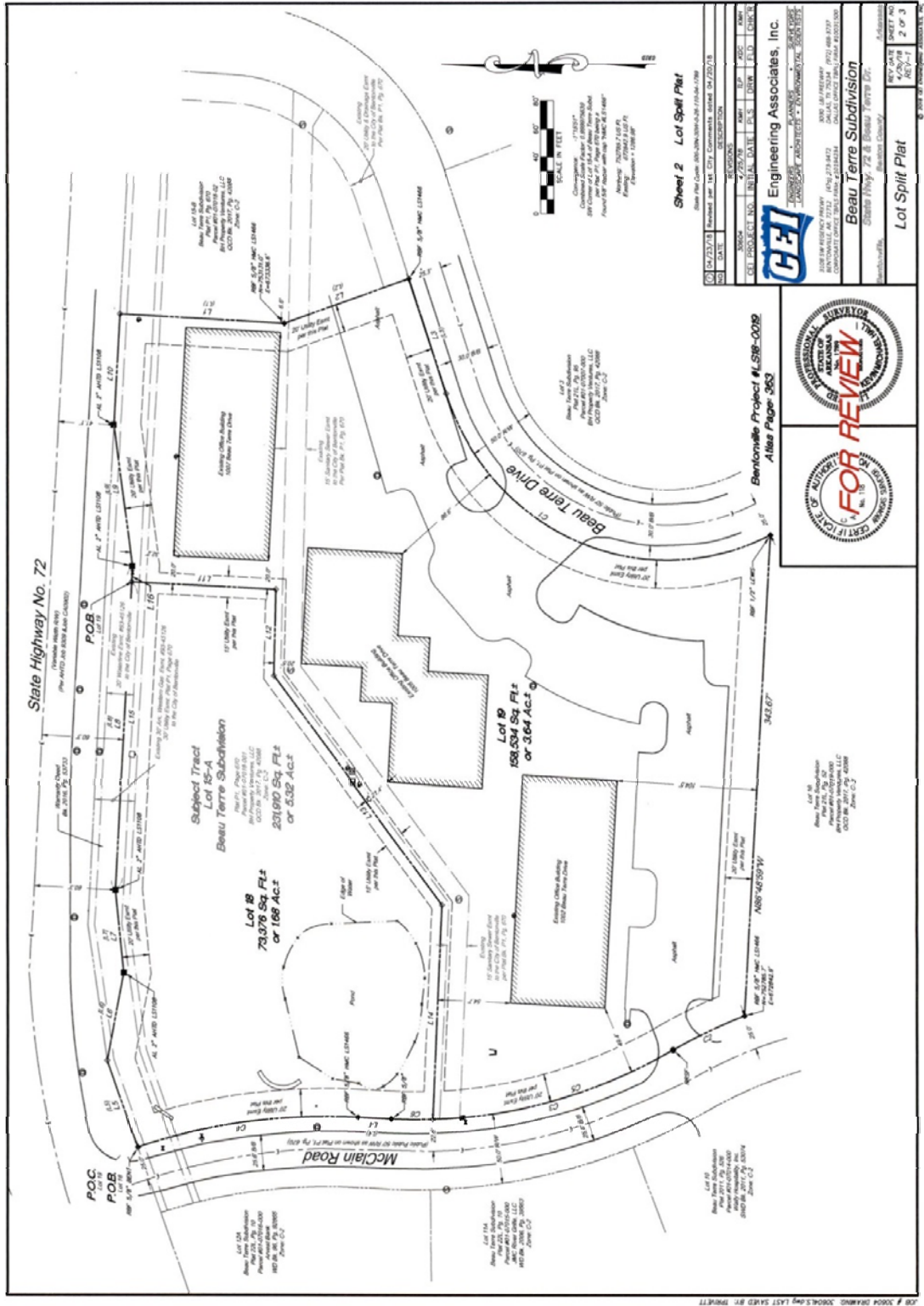
The applicant submitted a lot split for an approximately 2.7 acre area, splitting Lot 15-A of Beau Terre Subdivision creating new Lots 18 and 19. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates a 15' utility easement along the common lot line of Lots 18 and 19. Adequate right-of-way exists along E Central Avenue, McClain Road, and Beau Terre Drive.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Lot Split: Lot 1 Haas Hall Subdivision, BH Property Ventures, LLC, 2500 SE J Street, C-2, General Commercial, (LS18-0022)

The applicant submitted a lot split for an approximately 1.6 acre area, creating Lot 1 of Haas Hall Subdivision. The plat dedicates a 20' utility easement along all front property lines. The plat dedicates 15' utility easements along all lot lines. Offsite drainage and access easements shall be dedicated per separate documents. Adequate right-of-way exists along SE J Street.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 18 & 19 OF BEAU
TERRE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS18-0019).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 18 & 19 of Beau Terre Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 15, 2018; and,

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

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

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

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

Section 1: That the lot split of Lots 18 & 19 of Beau Terre Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

[illegible]

Part of the SW1/4 SE1/4
 Section 5, T-19-N, R-30-W
 Bentonville, Benton County, Arkansas

Drawn by: Bill
 Checked by: Paul

Project No: CRO-79c

Sheet: 1 of 1

Date: 04.30.18

Scale: 1" = 40'

Project Name: Bentonville Project #LS18-0022

Client: Shirley

Drawn by: Bill

Checked by: Paul

Project No: CRO-79c

Sheet: 1 of 1

Date: 04.30.18

Scale: 1" = 40'

Project Name: Bentonville Project #LS18-0022

Client: Shirley

Drawn by: Bill

Checked by: Paul

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF HAAS HALL
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS18-0022).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Haas Hall Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 15, 2018; and,

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

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

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

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

Section 1: That the lot split of Lot 1 of Haas Hall Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Barrett Family Trust

Mill Dam Road

PC Date: 5/15/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0017
Applicant / Current Owner	Leonard Gabbard PO Box 611 Farmington, AR 72730
Site Area	+/- 24.26 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-E, Residential Estate
Future Land Use Map Designation	N/A (recently annexed)

Property Description

This 24.26 acre tract of land is located on Mill Dam Road. Adjacent zonings are R-E to the north, and A-1 to the south, east, and west.

Projected Traffic Impact

The proposed zoning designation does not have the potential to adversely impact traffic in the area greater than the current zoning designation.

Relationship to the General Plan

Because this property was recently annexed into the City of Bentonville, there is currently no Future Land Use designation for the tract.

Conclusion

There is currently no land use category for the tract of land. However, existing and adjacent uses and zoning classifications are compatible with the R-E, Residential Estate, zoning district.

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

Location Map

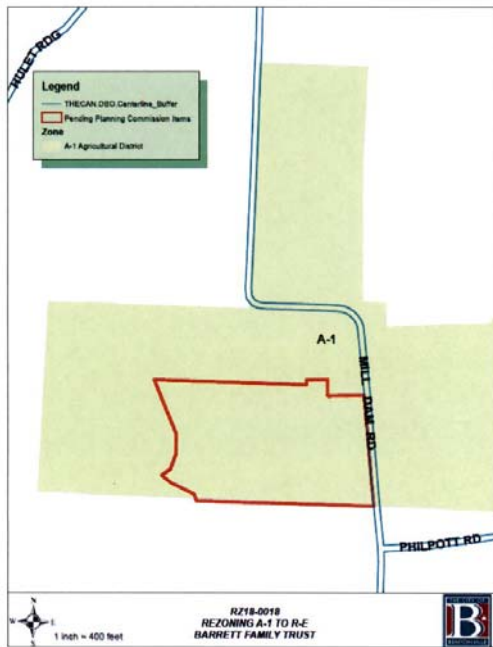


EXHIBIT 'B' NARRATIVE

Current Zoning is A-1 and the Proposed Zoning is R-E.

Current Owner is The Barrett Family Trust.

Owner is proposing to sell the land if the rezoning is successful.

The reason for the requested zoning of R-E is to allow the lot size to be in compliance with the zoning district.

Property and surrounding properties are all rural single family residential.

Usage will be Single Family Residential.

Traffic impact will be negligible.

There will be no signage.

Appearance will eventually be single family estates.

Sewer and Water will be from Well and Septic.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-E, RESIDENTIAL ESTATE (PROJECT NUMBER: RZ18-0017).

WHEREAS, Barrett Family Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-E, Residential Estate to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) AND PART OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼) ALL IN SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY ONE (31) WEST; THENCE SOUTH 87°52'04" EAST A DISTANCE OF 368.07 FEET TO A POINT; THENCE SOUTH 02°24'49" WEST A DISTANCE OF 469.19 FEET TO A POINT; THENCE NORTH 88° 42'25" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°42'25" EAST A DISTANCE OF 142.43 FEET TO A POINT; THENCE SOUTH 00°23'32" WEST A DISTANCE OF 109.20 FEET TO A POINT; THENCE NORTH 89°19'59" EAST A DISTANCE OF 245.46 FEET TO A POINT; THENCE SOUTH 04°43'59" EAST A DISTANCE OF 145.38 FEET TO A POINT; THENCE SOUTH 05°36'31" EAST A DISTANCE OF 85.24 FEET TO A POINT; THENCE SOUTH 04°46'51" EAST A DISTANCE OF 80.89 FEET TO A POINT; THENCE SOUTH 04°55'59" EAST A DISTANCE OF 267.74 FEET TO A POINT; THENCE SOUTH 05°22'46" EAST A DISTANCE OF 171.38 FEET TO A POINT; THENCE NORTH 88°20'34" WEST A DISTANCE OF 1,191.59 FEET TO A POINT; THENCE NORTH 15°48'27" WEST A DISTANCE OF 42.44 FEET TO A POINT; THENCE NORTH 62°14'42" WEST A DISTANCE OF 183.38 FEET TO

A POINT; THENCE NORTH 46°54'05" WEST A DISTANCE OF 79.26 FEET TO A POINT; THENCE NORTH 55°07'08" EAST A DISTANCE OF 68.53 FEET TO A POINT; THENCE NORTH 20°53'51" EAST A DISTANCE OF 104.93 FEET TO A POINT; THENCE NORTH 00°31'51" EAST A DISTANCE OF 139.31 FEET TO A POINT; THENCE NORTH 21°53'18" WEST A DISTANCE OF 69.45 FEET TO A POINT; THENCE NORTH 22°11'22" WEST A DISTANCE OF 319.89 FEET TO A POINT; THENCE SOUTH 88°07'30" EAST A DISTANCE OF 1,020.82 FEET TO A POINT; THENCE NORTH 01 °52'30" EAST A DISTANCE OF 32.21 FEET TO THE POINT OF BEGINNING CONTAINING IN ALL 1,056,729 SQUARE FEET OR 24.26 ACRES, · MORE OR LESS AND BEING FURTHER SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 15, 2018 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-E, Residential Estate.

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Singh

SW Runway Drive

PC Date: 5/15/2018

Reviewer: Tyler Overstreet, Planner

Project Number	RZ18-0018
Applicant / Current Owner	Vajinder Singh 808 Almond Street Gravette, AR 72736
Site Area	+/- 5.63 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

Property Description

This 5.63 acre tract of land is located with frontage on SW Runway Drive and SW Vendor Boulevard. Adjacent zonings are I-1 to the north and east, and C-1 to the south and west.

Projected Traffic Impact

The proposed zoning designation does have the potential to adversely impact traffic in the area. However, the existing street network should adequately accommodate general commercial development.

Relationship to the General Plan

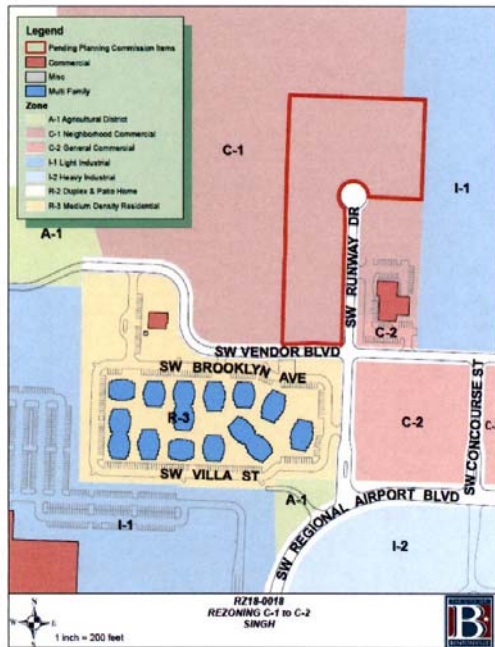
The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Conclusion

The C-2, General Commercial is an appropriate zoning district for the Commercial (C) land use designation and is compatible with existing and adjacent uses.

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

Location Map





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

April 9, 2018

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Vajinder Singh rezoning application

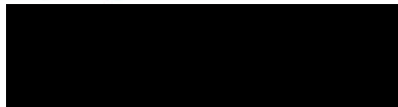
Dear Planning Commission:

Please accept this narrative letter to accompany a formal application by Vajinder Singh, owner of real property located in the City of Bentonville, for consideration of a rezoning request for Benton County parcels #01-12955-000, 01-09905-000, 01-09906-000, 01-09907-000, 01-09908-000, and 01-09909-000 from C-1 neighborhood commercial to I-1 Light Industrial district. The properties are approximately 5.63 acres along SW Runway Drive in Bentonville more particularly described as lots 2, 3, 4, 5, 6, and 7 of the Straube Business Park Addition as recorded with the records of Benton County, Arkansas according to plat Book P4 Page 541 and Book 2005 Page 1365 attached to this application for reference.

The applicant intends to rezone the property to develop Mini Storage Facilities. The proposed development will provide storage facilities for public use. Development will be consistent with the allowable uses under the current city of Bentonville zoning code and conform to the applicable development regulations. Zoning of the subject tracts as light industrial will be compatible with the surrounding general and neighborhood commercial and light industrial zonings. Screening and buffering of the nearby multi-family zoning district will be provided with the development plans. Details for signage and traffic will be established as part of the forthcoming Large Scale Development of the subject property. The property is established in a business park with water, sewer, and drainage facilities available.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.



Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

NOTICE OF INTENT TO REZONE

Vajinder Singh has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

C-1 Neighborhood Commercial to I-1 Light Industrial

The legal description of the property is as follows:

Lots 3,4,5,6, and 7, of the Straube Business Park as per plat filed in plat book P4 at page 541 of the records of Benton County, Arkansas.
Also:
Lot 2, Straube Business Park, Phase 2, as shown in Plat Book 2005 at Page 1365, of the records of Benton County, Arkansas.
Subject to all easements, restrictions, reservations, rights of way and covenants of record

The common description of the property is: SW Runway Dr. Bentonville, AR

Proposed land use: Mini Storage Facility

The public hearing will be held May 15 2018 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

No!
It will ruin the residential
feeling of the neighborhood & drive
down property values.

Signature and Physical Address

Signature and Physical Address

Manager/Owner
Flagstone Creek Apartments
5101 Villa St, Bentonville, AR

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ18-0018).

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

LOTS 3,4,5,6, AND 7, OF THE STRAUBE BUSINESS PARK AS PER PLAT FILED IN PLAT BOOK P4 AT PAGE 541 OF THE RECORDS OF BENTON COUNTY, ARKANSAS. ALSO: LOT 2, STRAUBE BUSINESS PARK, PHASE 2, AS SHOWN IN PLAT BOOK 2005 AT PAGE 1365, OF THE RECORDS OF BENTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND COVENANTS OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 15, 2018 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

CITY CLERK

MAYOR

REZONING STAFF REPORT



Elzey PRD

9601 Glen Road

PC Date: 5/15/2018

Reviewer: Tyler Overstreet, Planner

Project Number	PRD18-0002
Applicant / Current Owner	Martin Elzey 9601 Glen Road Bentonville, AR 72712
Site Area	+/- 20 acres
Current Zoning	A-1, Agricultural
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is located at 9601 Glen Road. The site is currently zoned A-1, Agricultural. Adjacent zonings are R-1 to the north, R-2 to the south, and county land to the east and west.

The applicant is proposing a Planned Residential Development to provide the following housing types: 24 4-plex townhomes, 32 detached row homes, 20 detached rear-load homes, 32 detached front-load homes, and 12 front-load duplexes. Minimum open space requirements shall primarily be met through four park areas and a green detention area.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. All necessary infrastructure and ingress/egress will be provided as part of a Large Scale Development application and Final Plat.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Medium Density Residential (MDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation.

Conclusion

The PRD, Planned Residential Development is an appropriate zoning district for the Medium Density Residential (MDR) land use classification.

3

April 9, 2018

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

RE: GLENARBOR – PRD Narrative

Mr. Martin Elzey, the owner, request the rezoning of Lot 1 of Featherston Valley, otherwise known as 20 acres at 9601 Glen road, see attached exhibit A and B for lot and Site information. Mr. Elzey's parcel has been recently annexed and currently used as agriculture. He request the zoning to be PRD.

Approval of this zoning request will allow us to provide a Traditional Neighborhood Design (TND) for our community and in doing so provide and a variety of affordable housing options, types and densities. This will promote a multi-generational and "close-knit" community. By the very nature of its design it will create an experience and a sense of place for its residence and our community at large. The TND design will encourage a neighborhood for people and pedestrians. This will be accomplished by utilizing narrow streets, sidewalks, courtyards, parks, green spaces and open spaces which will further strengthen our sense of community and home.

1. PRD permitted uses: The primary use of the PRD shall be residential. Uses that are accessory to the primary residential use are also allowed, as are open space and recreation uses as permitted by this zone. The development proposed satisfies the intent of the PRD district which is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments.
2. A PRD authorize housing types included, but not limited to: detached, single-family; b. common wall dwellings including multi-family, condominiums, duplex / patio home; c. townhouses or row-houses (including those on individual lots to be sold in fee and those sharing common lots), and, d. zero lot line homes. The project will include all of the residential housing types authorize within the PRD with the exception of condominiums. BCI proposes a TND neighborhood that incorporates five different types of residential housing within the development please see site plan, development summary and setback table attached. Building styles and materials are present for all zones in the attached documentation and are generally consistent with the building types and for Bentonville.

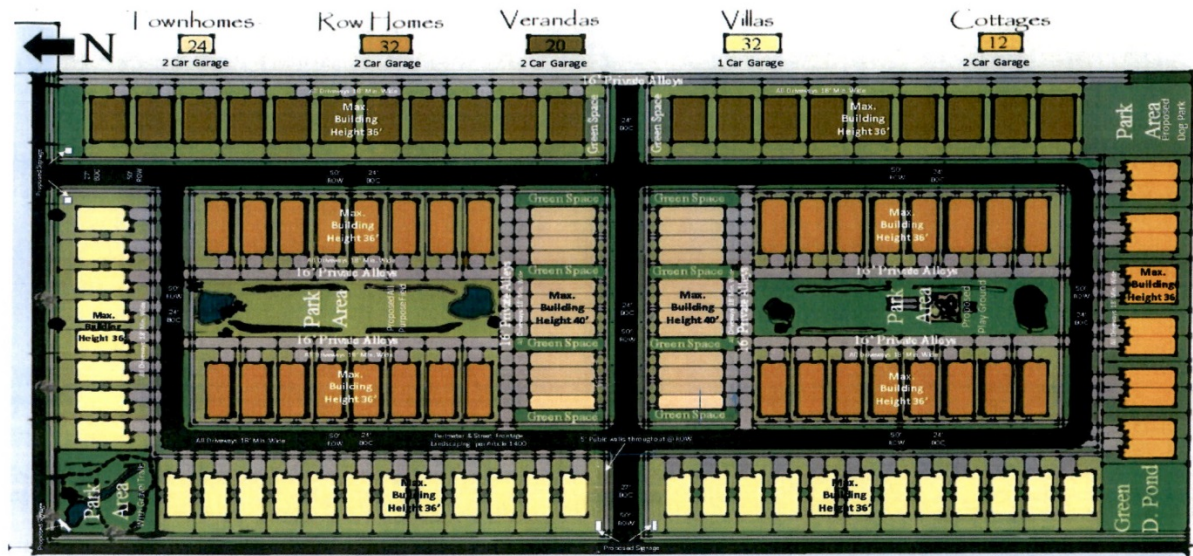
7. Traffic should not be a factor because Featherston, Glen Rd. and Been Rd are all shown to be collector streets on the master street plan and therefore should be more than adequate to handle the future neighborhood traffic. Signage and appearance is unknown at this time and will be addressed at LSD.
8. ROW within the neighborhood shall be 50' and BOC to BOC request is 24 with the exception of the 2 entries which would be 27'. The private alleys will be 16' wide similar to our last neighborhood Elington which just final platted. The intention of the narrow streets is to slow traffic down and promote a pedestrian experience. This is Similar to our first TND Neighborhood Allencroft at the corner of J St. /Tiger. Sidewalks will be 5' and be held to the edge of the ROW to allow for a greater green space and some utilities between back of curb and walk.
9. The intent of the development is stay within permitted and authorized uses of a PRD. We understand the importance of such zoning and while this is a concept plan for zoning purposes our LSD will conform substantially to our concept. The development will be done in one phase.

We appreciate your review and we hope you approve our rezoning request.

Si

William P. Burckart, Applicant

Martin Elzey, Owner

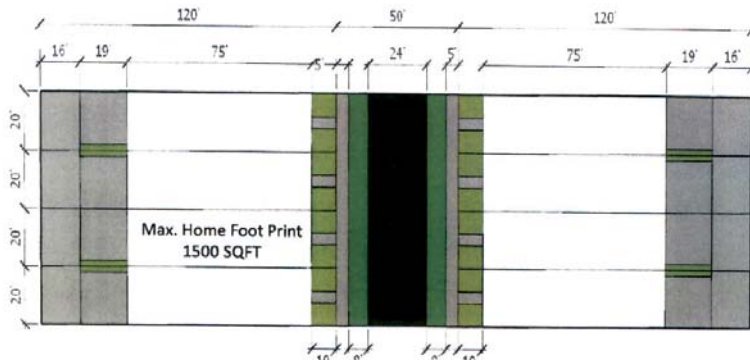


Glen Arbor
TND Neighborhood
Concept Site Plan
Burdett Construction, Inc.
179-275-1881

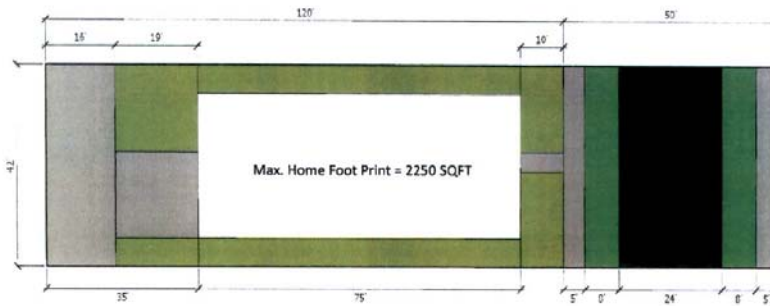
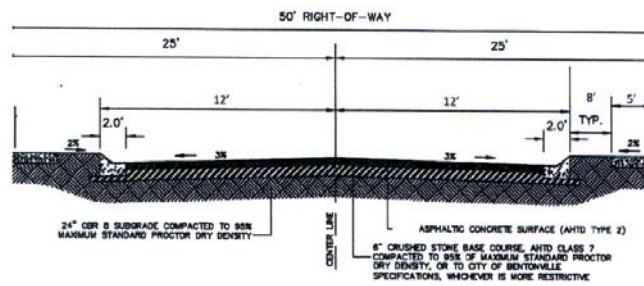
DEVELOPMENT SUMMARY / LOT SIZE / SETBACK TABLE									
Unit Types	Unit Count Est.	Lot Size Est.	Density Per unit Type	Parking	Front Set Back	Interior Side	Exterior Side	Rear Setback	
TOWNHOMES 4-PLXRS Rear load	24	120' X 50'	57 600 SQFT / 1.32 AC	13.4	GARAGE	10'	10'	10'	35' W / Alley
ROW HOMES DETACHED Rear	32	120' X 42'	161 280 SQFT / 3.70 AC	5.3	GARAGE	10'	5'	20'	35' W / Alley
VERANDA'S DETACHED Rear	20	100' X 50'	100 000 SQFT / 2.45 AC	7.7	GARAGE	20'	0' - 12'	15'	26' W / 1/2 Alley
VILLA'S DETACHED Front load	32	100' X 40'	134 000 SQFT / 3.08 AC	9.2	GARAGE	20'	0' - 12'	20'	25'
COTTAGES DUPLEXS front load	12	100' X 35'	43 200 SQFT / 1 AC	12	GARAGE	20'	10'	20'	20'
Sub Total			504 480 SQFT / 11.58						
PARKS/GREEN SPACE/OPEN			111 490 SQFT / 2.56 AC						
LAWNS / OTHER			111 079 SQFT / 2.55 AC						
ROW			144 163 SQFT / 3.31 AC						
Total	120		20 ACRES	6 ACRE					

PRD18-0002

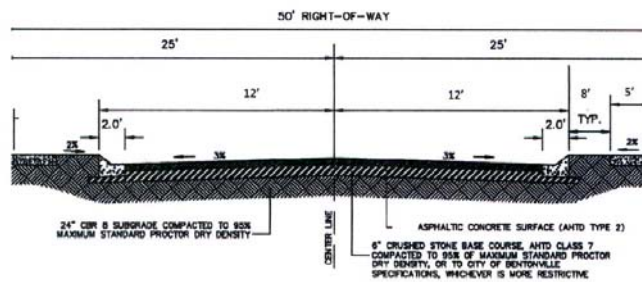
Glen Arbor
TND Neighborhood
Concept Site Plan
Burdett Construction, Inc.
474-273-1661



Typ. Town Home 4-plex Lots
Lot size 120' x 20' = 2400 SQFT



Row Home Lots
Lot size 120' x 42' = 5040 SQFT



PRD18-0002

Site plan diagram showing property dimensions and setbacks. The property is 100' wide and 50' deep. A 26' wide area on the left contains a 16' wide driveway and a 10' wide area. A 62' wide area in the center contains a white rectangle labeled "Max. Home Foot Print = 2356 SQFT". A 20' wide area on the right contains a 5' wide driveway and a 15' wide area. The setbacks are 16', 10', 20', 5', 8', 24', 8', and 5'.

50' RIGHT-OF-WAY

25' 25'

12' 12'

2.0' 2.0'

8' 5'

2.0' TYP.

34" CRUSHED STONE SUBGRADE COMPACTED TO 88% MAXIMUM STANDARD PROCTOR DRY DENSITY

6" CRUSHED STONE BASE COURSE, AHTD CLASS 7 COMPACTED TO 98% OF MAXIMUM STANDARD PROCTOR DRY DENSITY, OR TO CITY OF MINNEAPOLIS SPECIFICATIONS, WHO-EVER IS MORE RESTRICTIVE

ASPHALTIC CONCRETE SURFACE (AHTD TYPE 2)

CENTER LINE

105'

50'

40'

25'

60'

20'

5'

8'

24'

3'

5'

Max. Home Foot Print = 1680 SQFT

50' RIGHT-OF-WAY

25' 25'

12' 12'

2.0' 2.0'

8' 5'

2.0' TYP.

24' CBR 8 SUBGRADE COMPACTED TO 98% MAXIMUM STANDARD PROCTOR DRY DENSITY

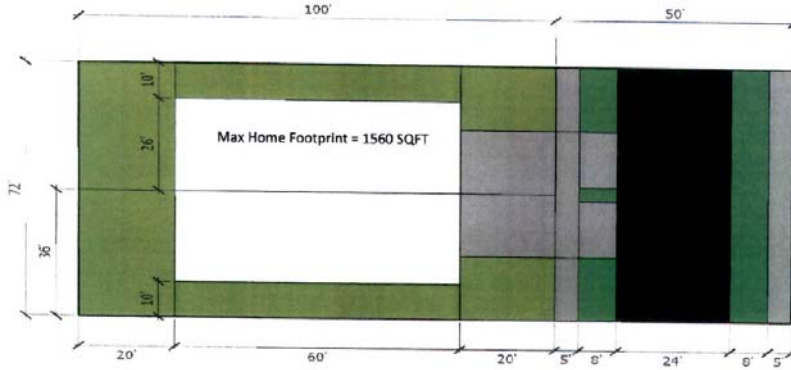
ASPHALTIC CONCRETE SURFACE (AHTD TYPE 2)

6" CRUSHED STONE BASE COURSE, AHTD CLASS 7 COMPACTED TO 98% OF MAXIMUM STANDARD PROCTOR DRY DENSITY, OR TO CITY OF BENTONVILLE SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE

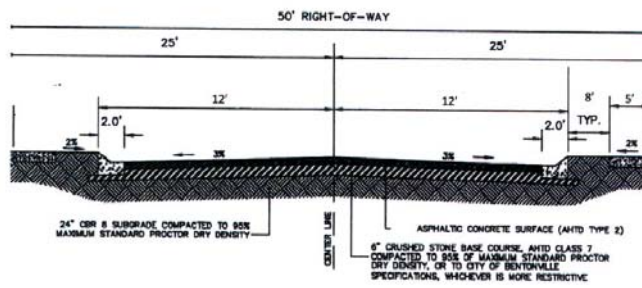
CENTERLINE

~ 28 ~

GlenArbo-
TND Neighborhood
Concept: Site Plan
Burchard Construction, Inc.
479-277-1681



Typ. Cottage Lots
Lot size 100' x 36' = 3600 SQFT



PRD18-0002



Exteriors will meet PRD
Minimum Requirements

BURCKART CONSTRUCTION INC
1201 SW Naphtali Blvd
BENTONVILLE AR 72712

GlenArbor
The - Veranda's
Sample Styles

DATE:
REVISED:
PAGE OF



Exteriors will meet PRD
Minimum Requirements

BURCKART CONSTRUCTION INC
1201 SW Naphtali Blvd
BENTONVILLE AR 72712

GlanArbor
The ~ Row Homes
Sample Street View

DATE:
REVISED:
PAGE OF



Exteriors will meet PRD
Min Requirements

BURCKART CONSTRUCTION INC.
1201 SW Naphtali Blvd
BENTONVILLE AR 72712

GlenArbor
The - Townhome's
Sample Street View

DATE:
REVISED:
PAGE OF
Heated SQFT 2049



BURCKART CONSTRUCTION INC
1201 SW Naphtali Blvd
BENTONVILLE AR 72712

GlenArbor
The - Townhome's
Sample Style
4-Plex Townhomes

DATE:
REVISED:
PAGE OF



Exteriors will meet PRD

BURCKART CONSTRUCTION INC
1201 SW Naphtali Blvd
BENTONVILLE AR 72712

GlenArbor
The - Villa's
Samples

DATE:
REVISED:
PAGE OF

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD18-0002).

WHEREAS, Martin Elzey duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST; THENCE ALONG THE WEST LINE OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST RUNNING SOUTH 02°15'37" WEST A DISTANCE OF 1,319.87 FEET; THENCE SOUTH 87°40'43" EAST A DISTANCE OF 36.82 FEET TO A SET 5/8" DIAMETER IRON PIN PLS #1204 ON THE EAST RIGHT OF WAY LINE OF FEATHERSTON ROAD FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 02°17'47" EAST A DISTANCE OF 1,284.91 FEET TO A POINT; THENCE SOUTH 87°44'22" EAST A DISTANCE OF 626.68 FEET TO A POINT; THENCE SOUTH 02°13'21" WEST A DISTANCE OF 1,285.57 FEET TO A POINT; THENCE NORTH 87°40'44" WEST A DISTANCE OF 628.34 FEET TO THE POINT OF BEGINNING CONTAINING IN ALL 806,502 SQUARE FEET OR 18.51 ACRES, MORE OR LESS AND BEING FURTHER SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 15, 2018 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to PRD, Planned Residential Development.

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 6-10 Mill Dam Farms Subdivision

PC Date: 5/15/2018

Reviewer: Tyler Overstreet, Planner

Project Number	LS18-0021
Applicant / Current Owner	Leonard Gabbard PO Box 611 Farmington, AR 72730
Site Area	+/- 24.26 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	N/A (recently annexed)

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

Location Map



Property Description

This property is located on Mill Dam Road. This tract was recently annexed into the City of Bentonville.

Project Details

Lot Split of Lot 5 of Mill Dam Farms Subdivision, creating new lots 6-12. A previous plat dedicated all necessary easements as part of Lot 5. Adequate right-of-way exists along Mill Dam Road.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Waivers

One waiver requested:

- A waiver from Article 1200, Off-Site Improvements, of the Subdivision Code for street improvements to Mill Dam Road. If this waiver is not accepted, the lot split will need to be resubmitted as a preliminary plat.

Conclusion

This lot split does not meet the minimum requirements of the subdivision regulations due to the waiver request.

Standard Conditions of Approval

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

NOTES

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

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 6-12 OF MILL DAM FARMS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS18-0021).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 6-12 of Mill Dam Farms Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 15, 2018; and,

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

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

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

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

Section 1: That the lot split of Lots 6-12 of Mill Dam Farms Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff is requesting Council approval to waive competitive bidding for the purchase of a Stryker power cot and loading system for an ambulance.

COST TO CITY:

Cost of this Request: \$46,293

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	48,500
Funds Expended to Date		
Remaining Budget		48,500
Budget Adjustment		-
Remaining After Adjustment	\$	48,500

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>5/22/2018</u>		
Requested by:	<u>Brent Boydston</u>		
Department:	<u>Fire</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Stryker Power Cot and Loading System</u>		
Year & Model:	<u>2018 Power Cot (Power-PRO XT) and Loading System (MTS Power Load)</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Stryker Medical</u>		
	<u>3800 E. Centre Ave.</u>		
	<u>Kalamazoo, MI. 49002</u>		
Amount:	Base Amount:	\$	<u>40,676.11</u>
	Tax:	\$	<u>4,016.23</u>
	*Other:	\$	<u>1,600.00</u>
	TOTAL	\$	<u>46,292.34</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
MEMO attached with justification.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Denise Land, Finance Director, Stephanie Creed, Purchasing Agent
Date: May 22, 2018
Re: Waive Competitive Bidding for Power Cot and Power Loading System

Over the last several years, the Fire Department has extensively researched the safe transportation of our patients. In this research, we found the weakest link to be our basic mode of transportation, the ambulance cot, patient restraints and the ability of the cot to stay securely in place in a crash.

Our research began by taking a broad view of the macro environment and reducing it to the micro. We looked at the job process itself and how it has been done for the last 50 years. Then we looked at what others around the nation and world were doing to transport their patients, finally narrowing it down to northwest Arkansas.

We found there were new advancements in technology available and extensive government funded research. This allowed us to gather volumes of scientific data from multiple federal agencies that pointed us in the right direction.

The CDC was the largest contributor with their data on the steady increase in the numbers of obese American population. The National Institute for Occupational Safety and Health partnered with Homeland Security's Science and Technology Directorate to publish their extensive research into Improving EMS Worker Safety through Ambulance Design and Testing, No. 2017-143. Test data revealed two (2) alarming issues presently in use in Bentonville.

1. Crash studies show antler-style restraint systems used to secure the patient gurney, which are currently used inside Bentonville ambulances, release the gurney under crash conditions.
2. The position of patient shoulder straps are critically important in preventing severe patient injuries in a crash. When these straps are engineered to come over the top of the gurney, they allow up to 30 inches of patient excursion. This means the patient comes off the cot, head first. This is the design of the cots in use inside our ambulances. (reference excursion slide)

Further studies from the University of Ohio and University of New Mexico revealed the health benefits that new powered cots and powered loading systems provided to EMS workers. Power cots alone only reduced spinal compression and injury by just under 50%, where the addition of the loading system virtually eliminated the impact on the muscles, joints and spine.

EMS magazines such as JEMS and EMSWORLD, along with websites like EMS1.com publish numerous articles on best practices and the cost of doing business safely in EMS. Since the results of the NIOSH crash test study were released, the use of power cots and loading systems has been at the top of the list. In 2017, NIOSH published a seven part video series summarizing their findings, which is available on the CDC website.

With this information, the department contacted the manufacturer of our present ambulance cots for a solution. After sending in the serial numbers, the manufacturer informed us that our gurneys were not compliant with, nor could they be upgraded to use the rail safety system due to the age and model of our ambulance cots. The manufacturer's solution was to purchase new cots with the rail secure system.

We began researching the best cots and systems by considering safety, design, ease of use, maintenance cost, and return on investment as major considerations. We also looked to the surrounding communities who had adopted power cots and loading systems as standard equipment. We contacted four local E-9-1-1 EMS agencies (Bella Vista, Rogers, Springdale & Fayetteville) who currently use Stryker power cots, loading, and secure rail systems in their ambulances and for feedback and recommendations.

In 2015, we began having the manufacturers conduct demonstrations to get personnel familiar with what was available on the market. In 2016, each manufacturer allowed us to use their powered cots for several weeks to make objective comparisons and get subjective feedback from personnel. By 2017, the department overwhelmingly agreed the Stryker Power Pro cot and Power Load system made the best sense, both for safety, use and cost over time.

Summary:

You are purchasing a system, one that assists our paramedics in transporting patients in the safest manner possible. This system protects our paramedics and EMT providers by significantly reducing unnecessary back strain and cumulative spinal compression. The return on investment is lower on-the-job injuries, needed assistance with recruitment and retention of paramedics, and EMS providers focusing on patient care while knowing they are safe inside their own ambulance.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE A STRYKER POWER CART FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT, AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase a Stryker power cot and ambulance loading system for the Bentonville Fire Department in an amount not to exceed \$46,293.00 as set forth in the attached Exhibit A.

Section 2: Because this unit has been tested and utilized by department personnel, and they are familiar with its operation, and because of the desirability of standardizing equipment for ease and efficiency of use in emergency response, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department is requesting Council approval to surplus 107 sections of firefighting hose and transfer the hose to three area volunteer fire departments.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Denise Land, Finance Director, Stephanie Creed, Purchasing Agent
Date: May 22, 2018
Re: Surplus Hose and Transfer

Fire Department Staff is requesting Council approval to surplus 107 sections of firefighting hose and transfer it to three area volunteer fire departments.

The surplus hose is the result of a three year program to bring our water delivery systems in line with current NFPA 1710 Guidelines. NFPA 1710 requires a water flow application rate of 300 gallons per minute from two hand-lines on a residential structure fire and a flow rate of 500 gallons per minute from two hand-lines on commercial and high-rise structure fires. The surplus hose is 6-30 years in age and is either beyond the recommended service life (10 years) or does not meet the needed flow capabilities for the City of Bentonville.

Cave Springs Fire Dept.

P.O. Box 58
Cave Springs, AR. 72718
Phone 479-248-1177

March 19, 2018

Mayor Bob McCaslin:

This letter is to certify that the Cave Springs Fire Department is willing to accept any donation of surplus fire hose from the City of Bentonville. The Cave Springs Fire Department would pick up any hose donated and test it according to National Fire Protection Standards prior to placing said hose in service.

The Cave Springs Fire Department would release the City of Bentonville and the Bentonville Fire Department from any physical or monetary liabilities once hose is picked up and placed in service.

If I can provide any other information please feel free to contact me email tony.wright@cavespringsar.gov or phone (479) 531-4998.

Thank you,

Anthony Wright, Fire Chief
Cave Springs Fire Department

To Whom It May Concern:

The Avoca Volunteer Fire Department would appreciate any fire hose that the Bentonville Fire Department could donate.

Thank You

Frankie Elliott
Avoca Fire Department
479-631-6551

Chief Boydston,

I talked with Stella Fire Chief Charlie Colvin and he would like to get as much 1 3/4" hose as possible. He would like to change out all our 1 1/2"(which will be donated to a neighboring department) if we could. We would also like the 500' of 3/4" high pressure sewer hose if possible for some of our brush trucks. Anything is helpful. Thank you.

Kurt Williams
Stella Fire Department

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE FIRE
DEPARTMENT AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville Fire Department, more particularly described in the attached memo, is hereby declared to be surplus and the Fire Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



May 8, 2018

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

Dear Mayor:

On December 7, 2017, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

The reappointment of **Matt McClure** as a hotel representative on the commission. He was on the commission for one year due to filling a previous position of a commissioner that moved.

The term for this seat is January 1, 2018 through December 31, 2021.

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

Please let me know, if you have any questions.

Sincerely,



Kalene Griffith
President

Attachments

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



May 17, 2018

To: City Council Members & City Clerk

From: Mayor Bob McCaslin

Subject: Reappointment of Matt McClure to Bentonville's Advertising and Promotion Commission.

I recommend Matt McClure for reappointment to Bentonville's Advertising and Promotion Commission. Mr. McClure's term expires on December 31, 2021.

Bob McCaslin



BENTONVILLE
ADVERTISING & PROMOTION COMMISSION
COMMISSIONER APPLICATION

NAME: Matthew McClure

DATE: 11-1-17

RESIDENCE ADDRESS: _____

length of residency in Bentonville 1 3/4 yrs

Bentonville, AR 72712

MAILING ADDRESS (if different): _____

EMAIL ADDRESS: mmccclure@thehivebentonville.com

PHONE NUMBERS: (H) _____

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

21c Museum Hotel

Your role: Senior Leadership Team

REFERENCES:

NAME: Emmanuel Gardinier

NAME: Glenn Mack

PHONE: _____

PHONE: _____

EMAIL: _____

EMAIL: _____

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

AOS in culinary arts from New England Culinary Institute

Worked at the Capital Hotel, Ashley's restaurant from 2007-2011, Little Rock, AR

Worked at 21c Museum Hotel, The Hive 2012-present, Bentonville, AR

Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?

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

I have also served on the commission the past 9 months.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and _____

Signature _____

Please return the completed form by November 25

Email: johnna@visittbentonville.com

Mail: Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-018
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #IFB-18-018 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$112,770.00.

COST TO CITY:

Cost of this Request: \$112,770

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: May 22, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **750 Underground Wire Bid #IFB-18-018**

The City of Bentonville recommends awarding the bid for 750 underground wire in the total amount \$112,770.00. The low bid for this item follows.

Arkansas Electric Company in the amount of \$112,770.00

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #IFB-18-018

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	ARKANSAS ELECTRIC	TECHLINE	STUART IREY	ANIXTER
1	18,000	FT	EA	280 095 00014	WIRE 750 15KV U/G PRIMARY WITH RIP CORD	\$6.2650	\$6.4200	\$6.6270	\$7.1500
GRAND TOTAL:						\$112,770.00	\$115,560.00	\$119,286.00	\$128,700.00



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-020
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #IFB-18-020 for 1/0 c/c underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$44,985.00.

COST TO CITY:

Cost of this Request: \$44,985

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: May 22, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1/0 CIC Underground Wire Bid #IFB-18-020**

The City of Bentonville recommends awarding the bid for 1/0 CIC underground wire in the total amount of \$44,985.00. The low bid for this item follows.

Stuart Irby Company in the amount of \$44,985.00

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #IFB-18-020

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	STUART IRBY	ARKANSAS ELECTRIC	TECHLINE
1	15,000	FT	EA	280 095 00011	WIRE 1/0 CIC UNDERGROUD WIRE	\$2,9990	\$3,1000	\$3,7800
					GRAND TOTAL:	\$44,985.00	\$46,500.00	\$56,700.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 8, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Erin Dolan Edminister for the service of teaching instructional swim and triathlon training for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: April 4, 2018
Re: Erin Dolan Edminister- Contracted Swim Instructor, Swim and Triathlon Coach

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreational swimming programs and teams as well as to provide camp services for youth. These contractors hold special certifications in their specific field, which makes them highly qualified to instruct our programs. These programs include swimming lessons, Masters swim team, triathlon camp, and a recreational triathlon team.

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Erin Dolan Edminister for the service of teaching instruction swim and instructional triathlon training for Parks and Recreation. In January of 2018, Parks and Recreation entered into an agreement for Erin Dolan Edminister to teach instructions swim.

Parks and Recreation anticipates payment to Mrs. Edminister to exceed \$20,000 due to the high demand of instructional swim Mrs. Edminister is teaching and the anticipated participation for triathlon training. Parks and Recreation is asking for approval to pay Mrs. Edminister an amount not to exceed \$29,000 for these services. The expenses for these instructional programs are 100% covered through registration revenue.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email lfarmer@bentonvillear.com.

Attachments:

Instructor Agreement



**City of Bentonville
Parks and Recreation
Instructor Contract**

Instructor Name	Erin Dolan Edminister		
Address	602 SW Duke Ave.		
City	Bentonville	State	AR Zip 72712
Home Phone		Work/Cell Phone	402-770-8831
E-Mail	erin@researchhms.org		

Start Date:	1-Jan-18	End Date:	31-Dec-18
-------------	----------	-----------	-----------

Class to be Taught:	Private Swim Lessons	Time/Day	TBD
	Masters Swim Coach	Time/Day	TBD
	Group Swim Lessons	Time/Day	As Assigned
	Camp Triathlon (Ages 6-9)	Time/Day	TBD
	Camp Triathlon (Ages 9-14)	Time/Day	TBD
	Triathlon Program	Time/Day	TBD

Instructors will be paid: \$14 per 30 min group lesson, \$23 per 30 min private lesson, 75% of net revenue from Masters Swim Team, \$39 per participant for Camp Triathlon, 75% of net revenue of Triathlon Program

Anticipated 2018 income: \$29,000

- 1) The instructor is expected to be ready for program at least 10 minutes in advance. Instructor will be given a roster of registered students prior to start of program.
- 2) Swim Instructors agree to teach group lessons each session to remain a contractor unless excused by management.
- 3) Instructors are only paid for the actual sessions of classes that are taught in 30 minute blocks.
- 4) Instructors are required to teach BPR approved make-up classes.
- 5) BPR is responsible for managing Masters Swim Program for citizens of Bentonville
- 6) Payment - Contractor will be paid:
 \$14 per 30 min group lesson, \$23 per 30 min private lesson,
 \$39 per participant for Camp Triathlon,
 75% of net revenue from Masters Swim Team,
 75% of net revenue of Triathlon Program
- 7) BPR will create marketing/registration material for all programs, allowing for input and direction from Coach Erin Dolan Edminister where it pertains to participant's needs.

- 8) The instructor agrees to maintain and provide proof of all certifications for subjects taught.
- 9) The instructor is responsible for finding his/her own substitute, if necessary, and notifying management in advance for approval.
- 10) BPR will create all schedules for all programs, allowing for input and direction from Erin Dolan Edminister where it pertains to participant's needs.
- 11) BPR and Erin Dolan Edminister will meet throughout the year to determine program dates and times for each session offering.
- 12) The instructor understands that he/she is not an employee of the City of Bentonville.
- 13) IRS form W-9 required
- 14) You may be required to maintain insurance and provide proof of such.
- 15) You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
- 16) This contract may be voided by either party with 30 days written notice.
- 17) Instructors are required to display professional etiquette at all times.
- 18) Contract may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Instructor Signature



Date

1-23-18

Parks and Recreation

Date

Mayor Signature

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ERIN DOLAN EDMINISTER FOR INSTRUCTIONAL SWIM AND TRIATHLON TRAINING FOR THE BENTONVILLE PARKS AND RECREATION DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Jami Erin Dolan Edminister for the service of teaching instructional swim and triathlon training for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-016
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Bid IFB-18-016 in the amount of \$41,790.00 to Sunshine Services Company to seal and stripe multiple parking lots in Memorial Park.

COST TO CITY:

Cost of this Request: \$41,790

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	48,500
Funds Expended to Date		
Remaining Budget		48,500
Budget Adjustment		-
Remaining After Adjustment	\$	48,500

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Crant Osborne, Parks Operations Manager
Thru: David Wright, Parks and Recreation Director
Date: May 10, 2018
Re: City Council approval of Bid IFB-18-016 in the amount of \$41,790.00 to Sunshine Services Company to seal and stripe several parking lots in Memorial Park.

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-18-016 to Sunshine Services Company to seal and restripe parking lots at Orchards Park, Memorial Soccer, Memorial Tennis / Volleyball, Memorial Skate Park as well as Memorial T-Ball in the amount of \$41,790.00. This had a project budget of \$48,500. Six (6) bids were received, with Sunshine Services being the low bidder.

This work is being performed as preventive maintenance to increase the longevity of these asphalt lots. All cracks will be sealed, potholes filled, and then a sealer applied over the whole surface. Fresh striping of all parking spaces and handicapped designations will be applied as well.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.

Attachments:

Bid Tabulation

**Parking Lot Seal and Striping
Bid Opening Time and Date:
May 3, 2108 @ 11:00 A.M..**

~ 69 ~



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor McCaslin's recommendation to appoint Steven George to the Parks and Recreation Advisory Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: May 10, 2017
Re: City Council approval of Mayor McCaslin's recommendation to appoint Steven George to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of a new member to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

When Jon Terlouw was appointed to the City Council, it created a vacancy to the Parks and Recreation Advisory Board. This position was set to expire in December 2018. As we do with all mid-year appointments, we utilized the bank of applications we received during the fall advertising period. From this pool of applications, we interviewed and selected Steven George.

Mr. George, a 15+ year resident of Bentonville, is an active park patron and volunteer. His family is consistently at our parks as they participate in various youth sports programs. He also has experience in working with City Boards, serving on the Community Development Block Grant board in 2007. If approved by Council, Mr. George will begin serving on the board immediately and will be eligible to reapply for the term renewal December.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
Application – Steven George
PRAB List of Board



May 17, 2018

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Steven George to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Steven George for appointment to the City of Bentonville's Parks and Recreation Advisory Board filling Jon Terlouw's unexpired term. Mr. George's term will expire on December 31, 2018.

Bob McCaslin

RECEIVED SEP 26 2017



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY	
Board / Commission Appointed to	
Date of Appointment	
Term Expires	
Terminate	
Replaced	

APPLICANT INFORMATION

Name Steven George
If married, spouse's name: Janis George
Home Address [REDACTED]
City [REDACTED]
Home/Cell Phone [REDACTED]
Business Phone [REDACTED]
Email Address [REDACTED]
Occupation Sales
Employer Scotts Miracle-Gro
Length of Residency in Bentonville on & off 15 years

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

REFERENCES

Name Matt Pabst
Phone [REDACTED]
Email [REDACTED]
Name Josh McFarland
Phone [REDACTED]
Email [REDACTED]

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

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

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

I served previously on the Community Development Block Grant Advisory board in 2007. I have a real interest in serving on the Parks & Rec board. I have 3 kids along with several nieces & nephews that utilize the parks. During the Parks feedback survey that was distributed, I shared an idea to utilize the wetlands around Lake Bentonville for the citizens in the SW quadrant of Bentonville.

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

I believe that I would provide a perspective of not only a citizen, but as a parent. I would bring a creative & outside the box thinking to the board. During college I worked for the City of Fayetteville Parks & Rec for 2 years. I love what the park provide to our overall community.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of a resolution adopting the updated Quality Management Plan to be used for EPA funded projects. This update is required by EPA and if any changes are made, a new Quality Management Plan has to be submitted. This Quality Management Plan will be in effect for five years from the original release, requiring yearly audits and submissions. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, May 14th, 2018
Re: Update to Quality Management Plan (QMP)

A Quality Management Plan (QMP) documents how an organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system.

The QMP may be viewed as the 'umbrella' document under which individual projects are conducted. If another EPA grant is applied for and awarded, the project specific Quality Assurance Project Plan (QAPP) will fall under this QMP. Once the QMP is approved, it will be valid for a period of up to five years from its original release. After this period has expired, the plan will either be reissued without change, revised, or withdrawn from the EPA Quality System.

Within the QMP, the Quality Assurance Team defined will perform a yearly audit of the document and make changes as necessary following the required guidelines (ANSI/ASQC E4-1994, EPA QA/R-2, and current QMP). The QMP will be approved on a yearly basis, either with revisions or without, and submitted to EPA as an update. If major revisions occur (Section 10.2 ¶2, QMP) said revisions will require an immediate update and submission to EPA.

Please see the "Updates and Revisions" page contained within the QMP for a more detailed explanation of the revisions that will be presented to EPA.

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

THE CITY OF BENTONVILLE, ARKANSAS QUALITY MANAGEMENT PLAN

MAY 2016

REVISION 1 – MAY 2017

REVISION 2 – MAY 2018

Submitted to:
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733
(214) 665-2259 Phone
(214) 665- 6490 Fax



CITY OF BENTONVILLE, ARKANSAS
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

CONCURRENCES AND APPROVALS

In accordance with EPA Order 5360.1, the following is a Quality Management Plan for all work involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services by or under the control of the City of Bentonville, Arkansas, whenever such work is funded wholly or in part by the U.S. Environmental Protection Agency. This Quality Management Plan shall ensure that data collected for the characterization of environmental processes and conditions are of the appropriate type and quality for their intended use and that environmental technologies are designed, constructed, and operated according to defined expectations.

City of Bentonville, Arkansas Concurrence

Public Works Director / Q.A. Manager

Date

City of Bentonville Approval

City of Bentonville Mayor

Date

United States E.P.A. Approval

Region 6 Q.A. Manager

Date

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

UPDATES AND REVISIONS

2016

Creation and Acceptance of the Quality Management Plan for the City of Bentonville, Arkansas.

2017

May 2017

Annual Revision of the Quality Management Plan. Noted changes below:

UPDATES AND REVISIONS

Added page after “Concurrences and Approvals” to note changes/revisions

1.2 ABOUT THE CITY OF BENTONVILLE

Updated the population from 42,000 to 45,000 residents.

3.3 ASSURING MINIMUM TRAINING, SKILL-LEVEL AND
DEMONSTRATING COMPETENCY

Made adjustment to the hanging indention in subsection text.

10.2 ADVERSE CONDITION IDENTIFICATION, PREVENTION, &
CORRECTION

Deleted second paragraph and replaced with Major Revision definitions.

APPENDIX B – CONTACT LIST

Modified City Engineer contact information. Noted that Transportation Engineer will fill vacancy until position is hired.

2018

April 2018

Annual Revision of the Quality Management Plan. Noted changes below:

1.2 ABOUT THE CITY OF BENTONVILLE

Updated the population from 45,000 to 47,645 residents.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

1.4 QUALITY POLICY

Added comma after “Additionally”; first paragraph, third sentence.

1.5 AUTHORITY OF QUALITY ASSURANCE MANAGERS

Pluralized “department” to “departments”; Second paragraph, second sentence.

APPENDIX A

Updated the attached organizational chart to reflect the changes taken place in the City of Bentonville.

APPENDIX B

Updated the contact list to reflect correct Names, Addresses and Job Titles.

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CITY OF BENTONVILLE
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SECTION 1 - MANAGEMENT AND ORGANIZATION

1.1 PURPOSE

The purpose of this section is to document the overall policy, scope, applicability, and management responsibilities of the City of Bentonville Quality Management System.

1.2 ABOUT THE CITY OF BENTONVILLE

The City of Bentonville is a municipality located in the State of Arkansas. The City currently has a population of approximately 47,645 residents. The City of Bentonville operates under a Mayor-Council form of government in which the Mayor acts as the Chief Executive of the City and the City Council is the legislative and policy-making body of city government. City Council sets city policy by passing ordinances and resolutions. The City Council also determines the city budget and appoints and removes certain board and commission members. See the attached Organizational Chart – Appendix A.

1.3 CITY OF BENTONVILLE MISSION

The City of Bentonville follows a strategic plan called *City of Bentonville General Plan* that was adopted in 2007. This plan follows many goals as listed below:

Land Use: Foster a safe, convenient, attractive, compatible, and fiscally responsible land use pattern that includes a variety of housing, recreational, and commercial opportunities while respecting unique community assets.

Community Design: Maintain the small town environment that is Bentonville's hallmark while recognizing the unique characteristics of existing neighborhoods, continuing to develop the cultural amenities that draw residents / visitors to the City.

Physical Environment: Ensure that development decisions minimize degradation of natural resources, preserve existing tree canopies, and promote a clean, safe, and aesthetically pleasing environment for current and future citizens.

Public Facilities: Ensure that public services, facilities, and utilities support community life in a safe, effective, and efficient manner, while justly allocating the costs of providing these public goods.

Transportation: Provide and maintain a transportation system that includes multiple modes and emphasizes connectivity, safety, and cost effectiveness while supporting the preferred land use pattern.

Intergovernmental Coordination: Work cooperatively to protect the region's natural assets, support regional planning efforts, and improve the quality of life throughout the region.

Economy: Sustain the strong local economy that provides varied employment and trade opportunities built upon efficient and equitable use of Bentonville's cultural, natural, built, and human resources.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

1.4 QUALITY POLICY

The City of Bentonville regards quality assurance and quality control activities as essential to the integrity of work processes and services. Services and products provided by the City of Bentonville or its affiliated consultants and contractors, are expected to meet established standards, methods, and ordinances. Additionally, data collected through projects managed by the City of Bentonville or its affiliated consultants and contractors are expected to meet the same standards in order for the data to be deemed acceptable for use by others and included in projects and data products.

The goal of this Quality Management Plan (QMP) is to assure that all work involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services are based on sound science. Quality control procedures, both at the City of Bentonville administration level and within individual departments and divisions, are described in the QMP to ensure that this goal is achieved, specifically through addressing the following:

- Objectives must be clearly defined for each project.
- City of Bentonville methodologies for data collection, management and analyses must be clearly defined to assure they conform to generally accepted standards and approaches within the relevant scientific discipline for each project prior to the beginning of each project.
- Peer review is an important element of the City of Bentonville's Quality Assurance (QA) process, and must be carried out prior to publication or public release of the results from EPA-funded projects.
- Methodologies, standards, and requirements defined for a project must ensure that the types of data collected and the procedures for collecting, managing, evaluating, and analyzing these data will provide scientifically accurate results for interpretation.
- City of Bentonville policies and procedures must ensure that grant funds are handled appropriately and according to all federal laws and regulations.

To achieve the objectives enumerated above, the City of Bentonville is committed to providing sufficient resources, including budget, staff, expertise, and time, for quality control procedures, thus ensuring a consistent approach to all EPA-funded projects involving the collection and assessment of environmental data.

1.5 AUTHORITY OF QUALITY ASSURANCE MANAGERS

The implementation of quality control procedures within the City of Bentonville requires that a number of individuals implement QA procedures to ensure that data at all levels – from data collection through the development of data products and analyses – meet the QMP. Appendix A provides specific details on the City of Bentonville departments and staff responsible for these processes.

This Quality Management Plan designates the City of Bentonville Public Works Director as the Quality Assurance Manager (QA Manager) to ensure that these procedures are utilized for all City of Bentonville projects. The Public Works Director supervises subordinate departments and

CITY OF BENTONVILLE QUALITY MANAGEMENT PLAN

coordinates activities with all other departments and divisions. The Public Works Director reports directly to the Mayor, City Council and Citizens.

Each City of Bentonville EPA-funded project requires a Quality Assurance Team (QA Team) consisting of the QA Manager listed above, the Finance Director, the City Engineer, and the Project Manager. For example, the QA Team for the "Demonstration of Stream and Wetland Restoration at Little Sugar Creek in Bentonville, Arkansas" project would consist of the Public Works Director (QA Manager); the Finance Director, the City Engineer, and the Project Manager.

Implementation of quality assurance processes for work processes and assessments developed for a specific City of Bentonville project is the responsibility of the Project Manager of that project. Quality control processes utilized during the exchange of data between the City of Bentonville and its affiliated consultants and contractors are implemented by the Project Manager of each project. Additionally, ensuring that quality control procedures are implemented in the collection and management of data for a specific City of Bentonville project is the responsibility of the Project Manager of that project.

QA responsibilities at different levels are described below:

City of Bentonville Public Works Director (QA Manager)

- Oversees the preparation of the QMP.
- Assures the QMP is updated annually.
- Supervises and coordinates activities with the Quality Assurance Team.
- Updates the Directors, Mayor, City Council, and Citizens of project progress and changes.
- Conduct internal audits of all items pertaining to the project.

City of Bentonville Finance Director

- Coordinates the development, management, and planning of the annual budget and work program for each EPA-funded project within the relevant department or division.
- Monitors the purchasing, internal accounting and work order system for each EPA-funded project within the relevant department or division.
- Audits and approves procurement card purchase requests and reconciliations for accuracy and compliance with policy.
- Oversees budget for EPA-funded projects.
- Reviews and monitors financing documents to ensure each project expenditure is funded with the appropriate resource.
- Reviews payroll time sheets to minimize errors and ensure compliance with city policy and FLSA regulations.
- Provides financial guidance to the staff to ensure that each employee operates smoothly and efficiently, within budgetary limitations, and in compliance with city policy.
- Prepares contracts and lease schedules relating to grants for the city's external auditors.
- Works with the city's external auditors to ensure compliance with the federal Single Audit requirements.

CITY OF BENTONVILLE
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City of Bentonville City Engineer

- Provides guidance to Project Managers on complying with the QMP and, where necessary, preparing Quality Assurance Project Plans (QAPPs).
- Provides QA review of project design and/or project data as required.
- Provides guidance to Project Managers on procurement and budget compliance and management.
- Assists Project Managers with contract information, project billing review and project reimbursement review.
- Makes recommendations for process improvement, cost savings and internal controls. Provides assistance as needed in developing processes and enhancing controls, facilitating training and developing policies and procedures.
- Provides guidance to Project Managers on compliance with city, state and federal laws, ordinances and regulations.

City of Bentonville Project Manager

- Prepares or oversees the preparation of the QAPP for EPA-funded projects which includes a description of the methodologies to be used and indicates project milestones that will require a QA review.
- Disseminates all documents pertaining to the specific project.
- Oversees data collection, assessments, analyses and interpretation of the project results.
- Prepares procurement documents and City Council agenda requests for contract approvals.
- Prepares or oversees the preparation of construction documents and specifications for EPA-funded projects.
- Manages project construction and conducts field checks for compliance with codes and regulations.
- Manages budget for EPA-funded projects.
- Submits products to peer review as appropriate and coordinates responses to reviewers' comments.
- Oversees the quality assurance processes utilized in data collection, entry, and management by the City of Bentonville.
- Oversees the quality assurance processes utilized in data collection, entry, and management by engineers and other program staff.
- Implements quality control procedures in the exchange of data between the City of Bentonville and its affiliated consultants and contractors.
- Monitors construction values, project contingency values, consultant contract values and land acquisition costs to develop a comprehensive project budget and cash flow for EPA-funded projects.
- Maintains all contract files, reviews and approves all contract payments and change orders for compliance with contract documents.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

1.6 TECHNICAL ACTIVITIES AND PROGRAMS SUPPORTED

The QMP described in this document is utilized for EPA-funded projects involving the collection, inventory, monitoring, assessment, and management of information, and the development of information products, data management tools, and environmental services. The QA Manager and/or City Engineer shall periodically review any project schedule changes that may affect Quality Assurance (QA) review with Project Managers. When a project milestone is reached that requires a QA review, the Project Manager for that project has the responsibility of discussing the review with the QA Manager and/or City Engineer. Any substantive findings of the QA review shall be resolved by consultation between the Project Manager, City Engineer and the QA Manager before work on the project proceeds.

1.7 MANAGEMENT COMMITMENT

The Quality Assurance program for EPA-funded projects shall be supported by the City of Bentonville QA Manager and the Mayor. Sufficient resources shall be budgeted within the project to ensure that the QA Manager, City Engineer and individual Project Managers are able to fulfill their responsibilities under this plan. Project Managers will assure that the quality system is understood and implemented by developing QAPPs, providing them to staff working on the projects, and overseeing implementation of the plans.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 2 - QUALITY SYSTEM

2.1 PURPOSE

The purpose of this section is to document how the City of Bentonville manages its quality system. This section defines the primary responsibilities for managing and implementing each component of the system.

2.2 CITY OF BENTONVILLE QUALITY SYSTEM DESCRIPTION

The City of Bentonville QA System consists of:

- Advice and guidance by the QA Manager and/or City Engineer to staff preparing an application for EPA funding.
- Designation of the Project Manager by the QA Manager and/or City Engineer prior to submission of a grant proposal to the EPA.
- Preparation of a QAPP for an EPA-funded project by the designated Project Manager, and independent review of the plan by the QA Manager and/or QA Team.
- Evaluation of the data needed, sources for that data, software, expertise, staff, and any training needs for the project by the Project Manager.
- Periodic review by the Project Manager of project tasks including the collection, inventory, monitoring, assessment, evaluation, analyses and management of information.
- Periodic review by the Project Manager of the development of information products, data management tools, and environmental services, as well as the release of information generated by the EPA-funded project.
- Periodic review of the overall quality management system by the QA Manager and QA Team.
- Assurance by the QA Manager that the City of Bentonville QMP is updated and submitted to the EPA QA Manager annually.

2.3 QUALITY SYSTEM COMPONENTS

Components of the City of Bentonville quality system include:

Quality System Documentation: The Quality System documentation includes the QMP and the project QAPPs. A QAPP is to be prepared for each applicable project by the designated Project Manager, and reviewed by the QA Manager and/or QA Team. QAPPs shall include a detailed description of the methodologies to be used in the project as well as schedules that provide specific project milestones requiring QA review.

Annual Reviews and Planning: The QA Manager ensures that the City of Bentonville QMP is updated and submitted to the EPA QA Manager annually. Every fifth year, the QA Manager is to submit the QMP, consisting of a signature page, letter to the EPA QA Manager and a printed copy of the current QMP per the EPA Region 6 QA policy.

For annual reviews, if the review yields no changes to the QMP, the QA Manager will submit a signature sheet accompanied by a letter to the EPA QA Manager.

CITY OF BENTONVILLE QUALITY MANAGEMENT PLAN

Management Assessments: Assessments include a periodic review, typically by the Project Manager and City Engineer, to ensure that standard methodologies and QA processes are utilized by City of Bentonville staff and its affiliated consultants and contractors.

Training: All staff undergoes general compliance training to familiarize them with the City of Bentonville's procedures. The City Administration reviews all funding proposals to ensure, among other things, that the individuals proposing projects have the necessary academic and professional background for the nature of the work. Support staff must have the appropriate training and background to enable them to participate in funded projects. Project Managers and the City Engineer periodically identify the training needs of staff to ensure familiarity with pertinent methodologies and ensure that quality control procedures are utilized. Additional training specific to the project is provided or arranged as required. The Human Resource Department maintains records of job-related and generalized training. The Project Manager shall maintain records of training pertaining to the specific project.

Systematic Planning of Projects: The Quality Assurance Project Plan (QAPP) required for EPA-funded projects includes a work plan which outlines the planning, milestones, and expected outcomes of the project that is consistent with the Guidance on Systematic Planning using the Data Quality Objectives Process (QA/G-4), February 2006 document provided by EPA.

Project-Specific Quality Documentation: The QAPPs are prepared by Project Managers for their designated projects, and each provides a description of the methods and QA procedures that will be used for each project.

Project and Data Assessments: Project Managers and the City Engineer periodically evaluate projects and data derived from the projects to ensure reliability and quality before inclusion in the City of Bentonville records. Additionally, quality control procedures are utilized prior to publication or public release of data.

2.4 QUALITY SYSTEM TOOLS

The City of Bentonville quality system tools consist of:

Quality Management Plan: The QMP provides an overall system for implementing quality assurance policies. QMP shall meet conformance with EPA QA/R-2, March 2001.

Quality System Audits: The QA Manager will monitor and review all EPA-funded projects. Additionally, the Project Manager and the City Engineer perform periodic reviews to ensure that standard methodologies and QA processes are utilized by City of Bentonville staff and its affiliated consultants and contractors.

Training Plans: The City of Bentonville maintains and utilizes established policies, procedures, specifications, ordinances, and adopted codes that regulate how city employees operate within the City of Bentonville's overall organization. The QAPP should clearly identify the Policies and Procedures and Standard Operating Procedures to be used in the EPA-funded project. All staff training provides a means of assuring familiarity with the EPA approach to Quality Assurance management and assures compliance with City of Bentonville policies.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

Quality Assurance Project Plans (QAPPs): QAPPs are prepared by Project Managers for their designated projects, and each provides a description of the methods and QA procedures that will be used in project work. QAPP shall meet conformance with EPA QA/R-5, March 2001.

Data Verification and Validation: These are specific for each project and provide the means of ensuring that data assessment, evaluation and analyses will enable scientifically valid interpretations of data. All data methodologies are subject to review by the QA Manager and/or the QA Team.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 3 - PERSONNEL QUALIFICATIONS AND TRAINING

3.1 PURPOSE

The purpose of this section is to document the procedures for assuring that all personnel performing work for the City of Bentonville have the necessary skills to effectively accomplish their work.

3.2 STATEMENT OF POLICY

The City of Bentonville endeavors to ensure that its staff and affiliated consultants and contractors have the knowledge and skills required to fulfill their job responsibilities, including the collection, inventory, monitoring, assessment, evaluation, analyses and management of information and the development of information products, data management tools, and environmental services. In addition, some staff will be required to have specialized knowledge on the use of custom software applications, distribution modeling, and various other analyses. Further, familiarity with the City of Bentonville policies, methodologies, and any special requirements associated with EPA-funded projects is also required of staff and associated consultants and contractor.

3.3 ASSURING MINIMUM TRAINING, SKILL-LEVEL AND DEMONSTRATING COMPETENCY

The Project Manager shall prepare and submit to the appropriate City of Bentonville Administration Staff a QAPP for the project that, among other things, identifies all critical staff needs. Critical staff are those individuals directly involved in the collection, inventory, monitoring, assessment, evaluation, analyses and management of information and the development of information products, data management tools, and environmental services. All awarded grants will include a statement of competency in grant work plans and in QAPPs per EPA issued FEM Competency Policy, 2012. This directive requires organizations funded by EPA and generating environmental measurement data to submit documentation of their competency before performing environmental work, and is relevant for grants of more than \$200,000. The Project Manager will work with the EPA Project Officer to include language in work plan that addresses competency.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 4 - PROCUREMENT OF ITEMS AND SERVICES

4.1 PURPOSE

The purpose of this section is to document the procedures for purchased items and services that directly affect the quality of environmental programs.

4.2 PROCUREMENT PROCEDURE

The City of Bentonville Finance Director oversees all purchases incurred through EPA-funded grants. This department is responsible for monitoring all financial activity to ensure compliance with applicable federal, state and awarding agency guidelines. Because project regulations are varied and complex, the City of Bentonville Finance Director, City Engineer and Project Manager will communicate on a regular basis regarding policies, procedures and related guidelines. The City of Bentonville requires that the Project Manager (or his/her designee) obtain a Purchase Order (P.O.) prior to purchasing any item through the City of Bentonville account.

4.3 REVIEW OF RESPONSES TO SOLICITATION

Specifications for all relevant purchases shall be prepared by the Project Manager as part of the QAPP. As such, all purchase of items and all procurement of services are subject to the review of the QA Manager and/or City Engineer to ensure that said items and services satisfy all technical and quality requirements for the project. Should purchases, other than those explicitly identified in the QAPP be proposed, review of purchase specifications should be made by the Project Manager prior to initiating the purchase.

4.4 QUALITY ASSURANCE FOR PROCURED ITEMS AND SERVICES

Once an item or service is procured, it shall be the responsibility of the Project Manager to examine the deliverables to verify that the item or service is of acceptable quality.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 5 - QUALITY DOCUMENTATION AND RECORDS

5.1 PURPOSE

The purpose of this section is to document appropriate controls for quality-related documents and records that are determined to be important to the mission of the City of Bentonville.

5.2 IDENTIFICATION OF DOCUMENTS REQUIRING CONTROL

The Project Manager, as part of the preparation of the QAPP, shall identify quality-related documents and records that require control. The QA Manager and/or City Engineer, as part of the QAPP review, may further expand the list of documents requiring control. All documents requiring control shall be listed in the QAPP and be subject to EPA review.

5.3 CONFORMANCE REVIEW AND APPROVAL

Documents and records prepared as part of quality system requirements and listed in an approved QAPP as requiring control shall be subject to a systematic procedure to ensure their conformance with all technical requirements. The QAPP shall indicate the names of individuals authorized to issue, authenticate, revise and approve such documents. Any changes in the list of individuals so authorized shall be communicated to EPA.

5.4 DOCUMENT MAINTENANCE

Duplicate copies shall be made of all quality-related documents that are required as part of a project. The Project Manager shall maintain such documents in a project file for a period of not less than three years following the completion of the project. The Project Manager will also maintain the official grant records for the project. Completion of the project shall mean the end of the grant contract. If required by EPA, copies of the quality-related documents shall be submitted to EPA as part of the final project report and other project closeout documentation.

5.5 ENSURING LEGAL COMPLIANCE

The Project Manager, in consultation with the QA Manager, the City Engineer and the Staff Attorney, shall be responsible for ensuring that the non-financial, substantive aspects of EPA-funded work are, and remain in, compliance with applicable statutory, regulatory and EPA requirements for documents and records.

5.6 DATA SHARING AND CONFIDENTIALITY PROCEDURES

The QAPP shall reference the relevant data sharing agreement(s) between City of Bentonville and any affiliated consultants or contractors that provide environmental data for use in the project. In addition, the QAPP shall describe any confidentiality procedures to be used when the project involves the assessment, aggregation, management, and analysis of sensitive data, and should specify the types of documentation to be maintained in association with data sensitivity, if appropriate.

CITY OF BENTONVILLE
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SECTION 6 - COMPUTER HARDWARE AND SOFTWARE

6.1 PURPOSE

The purpose of this section is to document how the City of Bentonville ensures that computer hardware and software satisfy the City of Bentonville's requirements.

6.2 COMPUTER HARDWARE, SOFTWARE, AND DATA ACQUISITION

The City of Bentonville Information Technology (IT) Department provides oversight for the acquisition of computer hardware and software applications. Project Managers proposing the acquisition of computer hardware or software as specified and budgeted for the project will process their request through the IT Systems Manager. The Project Manager will be responsible for:

- Assessing and documenting any impacts of hardware and software changes.
- Evaluating and approving updated, expanded, or revised computer hardware and software to support data review and reporting activities.
- Ensuring that data and information managed and/or produced with computers will meet applicable project requirements.

6.3 TECHNICAL AND QUALITY REQUIREMENTS

The technical and quality requirements for computer hardware and software to be purchased for the project are prepared by the Project Manager and reviewed by the IT Systems Manager. The use of computer hardware and software for the project is not subject to further involvement by the IT Systems Manager unless requested by the Project Manager.

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SECTION 7 - QUALITY PLANNING

7.1 PURPOSE

The purpose of this section is to document how individual data operations are planned within the City of Bentonville to ensure that data or information collected are of the needed and expected quality for the desired use.

7.2 PROJECT MANAGER INVOLVEMENT

The role of the QA Manager and/or City Engineer is limited to informing individuals preparing applications for EPA funding of the quality assurance requirements and advising Project Managers during the preparation of QAPPs of the need to incorporate systematic quality planning processes. Whenever the results of a project have the potential of directly impacting other decision-making processes, the QA Manager and/or City Engineer shall advise the Project Manager to seek the input of the affected parties during the preparation of the QAPP to ensure that the results are presented in a meaningful manner and meet the needs of the subsequent decision-makers. The QA Manager and/or City Engineer shall review the plan of work and periodic progress toward the completion of the funded project.

7.3 DETERMINING PROJECT GOALS AND OBJECTIVES

The proposal prepared for a project must identify the goals and objectives of that project. Due to the diversity of potential topics that may be proposed, no specific guidance is given to staff preparing proposals. However, all proposals are expected to include a clear statement of their purpose and, where applicable, the expected use of the information that is to be developed.

7.4 PROJECT SCHEDULING

General project schedules are to be provided as part of the proposal for project funding. More specific project schedules are to be developed as part of the QAPP for EPA-funded projects. Specific project schedules are to identify all applicable regulatory thresholds, contractual deliverables, the timing of resource needs (including staff, materials, equipment, and supplies), and any quality assurance intervals for QA Manager and/or City Engineer review.

7.5 DATA QUALITY NEEDS

The type and quantity of data needed, sources of data, means of obtaining data, methods for analyzing data, determination of how the data will be used to support project objectives, and the performance criteria to be used for measuring quality are to be identified by the Project Manager in the QAPP, and are subject to the review by the QA Manager and/or City Engineer.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 8 - IMPLEMENTATION OF WORK PROCESSES

8.1 PURPOSE

The purpose of this section is to document how work processes are implemented within the City of Bentonville to ensure that data or information collected are of the needed and expected quality for their desired use.

8.2 ENSURING WORK PERFORMANCE

The Project Manager will ensure that project work is performed according to the approved QAPP, and any other related planning and technical documents. The role of the QA Manager and/or City Engineer is that of oversight. As such, the QA Manager and/or City Engineer provides a substantive review of the QAPP and periodic technical review of the assessment, aggregations, and analytical procedures utilized for the project.

8.3 STANDARD OPERATING PROCEDURES

The City of Bentonville maintains and utilizes established policies, procedures, specifications, ordinances, and adopted codes that regulate how city employees operate within the City of Bentonville's overall organization. The QAPP should clearly identify the Policies and Procedures and Standard Operating Procedures to be used in the EPA-funded project.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 9 - QUALITY ASSESSMENT AND RESPONSE

9.1 PURPOSE

The purpose of this section is to document how the City of Bentonville determines the suitability and effectiveness of the implemented quality system and the quality performance of the environmental programs to which the quality system applies.

9.2 ANNUAL ASSESSMENT

No less than annually, an informal review of this QMP shall be performed, and the QMP revised if necessary and resubmitted to the EPA for review and reauthorization. The responsibility for ensuring the timely annual review of the QMP shall be that of the QA Manager. Comments shall be solicited from the Project Managers and/or City Engineer. The QA Manager will compile comments and make recommendations for changes to the QMP to the City Engineer or Project Manager. Please see Section 2.3, "Quality System Components", specifically "Annual Reviews and Planning" for information pertaining to submissions.

This document shall be valid for a period of up to five years from the official date of publication. After five years, it shall either be reissued without change, revised, or withdrawn from the EPA Quality System.

9.3 CORRECTIVE ACTION

Should problems arise regarding the implementation of the QMP, or should there be changes to City of Bentonville staffing relative to the administration of the QMP, a review of the QMP will be undertaken, even if such review will occur at times other than that designated for the annual review. In such cases, comments will be solicited from persons that have direct experience with the QMP process and can provide the City of Bentonville Mayor and/or QA Manager with knowledgeable input regarding necessary changes. In the event of differences of opinion regarding aspects of the QMP, the Mayor shall ultimately determine what, if any, changes are necessary and appropriate to the QMP. Until such time as EPA has approved a modified QMP, the prior, approved QMP shall remain in effect.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

SECTION 10 - QUALITY IMPROVEMENT

10.1 PURPOSE

The purpose of this section is to document how the City of Bentonville modifies and improves its quality system.

10.2 ADVERSE CONDITION IDENTIFICATION, PREVENTION, & CORRECTION

Quality system improvement is intended to be an on-going process. Project Managers as well as City of Bentonville staff working on projects may note changes, as needed, that can either prevent situations that would result in poor quality data, or improve the standard operating procedures, administrative processes, and quality assurance system. Recommendations for changes in quality systems that impact the QMP or related quality assurance/quality control systems shall be made to the QA Manager or City Engineer. All recommendations will be taken under advisement and will be discussed during the annual assessment of the QMP.

Noted below are major updates that will require the QMP to undergo an immediate revision. Items not mentioned below will be considered minor and will be addressed at the annual review:

- Expiration of the five-year Quality Management Plan,
- Major changes in mission and responsibilities, such as changes in the delegation status of a program.
- Re-organization of existing functions that affect programs covered by the Quality Management Plan.
- Assessment findings requiring corrective actions and response

10.3 PROCESS IMPROVEMENT COMMUNICATION

All users of data that are assessed, aggregated, and analyzed for EPA-funded projects shall be identified as part of a QAPP. Project Managers shall have the obligation of treating such users as “customers,” and ascertaining the types of data, form of presentation and the likely use of information by such customers. Customer feedback shall be encouraged and, where appropriate, mechanisms for soliciting such input shall be identified in the QAPP.

CITY OF BENTONVILLE
QUALITY MANAGEMENT PLAN

APPENDIX B - CONTACT LIST

CITY OF BENTONVILLE CONTACTS:

Bob McCaslin
City of Bentonville Mayor
117 West Central Ave.
Bentonville, AR 72712
(479) 271-5966
bmccaslin@bentonvillear.com

Camille Thompson
Staff Attorney
117 West Central Ave.
Bentonville, AR 72712
(479) 271-5966
CThompson@bentonvillear.com

Mike Bender
Public Works Director
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-6720
mbender@bentonvillear.com

Ellen Norvell
City Engineer
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3168
dbirge@bentonvillear.com

Denise Land
Finance Director
117 West Central Ave.
Bentonville, AR 72712
(479) 271-3118
dland@bentonvillear.com

Bryan Wick
Project Manager
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3168
bwick@bentonvillear.com

EPA CONTACTS:

EPA Region 6
Main Office
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202
(800)-887-6063

Walter R. Helmick
Quality Assurance Officer
1445 Ross Avenue
Suite 1200
Dallas, TX 75202-2733
(214) 665-8373
helmick.walt@epa.gov

Sondra McDonald
Project Officer
1445 Ross Avenue
Suite 1200
Dallas, TX 75202-2733
(214) 665-7187
mcdonald.sondra@epa.gov

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AN UPDATED QUALITY
MANAGEMENT PLAN FOR EPA FUNDED PROJECTS
FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the Quality Management Plan as attached hereto as Exhibit A should
be and the same is hereby approved and adopted.

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

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of a resolution allowing the Mayor and City Clerk to enter into an agreement with Sandcreek Engineering and Landscape Architecture, Inc. for survey and drainage analysis services for the area located between NW 2nd Street to NW 9th Street and Lefors Street to NW G Street. The cost of this contract is not to exceed \$31,500.00, which will come from the Engineering Department capital account (010-1630-463.73-90). This is a budget item.

COST TO CITY:

Cost of this Request: \$31,500.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 31,500.00
Funds Expended to Date	
Remaining Budget	\$ 31,500.00
Budget Adjustment	\$ -
Remaining After Adjustment	\$ 31,500.00

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, May 14, 2018
Re: Survey and Drainage Analysis Contract with Sandcreek Engineering

The project consists of the survey and drainage analysis of the basin extending from NW 2nd St. to NW 9th St. and from Lefors Street to NW "G" St. Recommendations from this analysis will be given to help with some of the drainage concerns in this area. These recommendations will help the City of Bentonville better budget for improvements within this area. The cost of this survey and analysis is not to exceed \$31,500.00, which will come from the Engineering Department Capital Account (previously budget item).

Staff is seeking City Council approval for a resolution allowing the Mayor and City Clerk to enter into contract with the Sandcreek Engineering and Landscape Architecture, Inc. for survey and drainage analysis service of the for the aforementioned area.

Staff recommends the Proposal as written.

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

PROPOSAL FOR ENGINEERING SERVICES

TO: Bryan Wick
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3168 Phone
(479) 271-5965 Fax
bwick@bentonvillear.com

FROM: Aaron Boehmle, PE, CPM
Sand Creek Engineering and Landscape Architecture, Inc.
1610 NW 12th Street
Bentonville, AR 72712
(479) 464-9282
(479) 464-9284 Fax

RE: Survey and Drainage Analysis for
The Area of NW 3rd & "F" Street
Bentonville, AR

PROJECT: #

DATE: 05-01-18

DESCRIPTION OF PROJECT

The project consists of the survey and drainage analysis of the basin extending from NW 2nd St. to NW 9th St. and from Lefors Street to NW "G" St. Recommendations will be made to relieve flooding in problematic areas. Following is a list of services to be provided as well as a list of the responsibilities of the client.

BASIC SERVICES

- Drainage Analysis
 - Drainage Basin Study (Hydrology)
 - Evaluation of Existing Drainage Structures and Ditches
 - Recommendations of Solutions Based on Evaluation
- Survey
 - Topographical and Physical Feature Survey

FEE FOR SERVICES

The fee for the above listed scope of services shall not exceed \$31,500.00, and shall include reimbursable expenses. The stated fee will be appropriate if the proposed scope does not change. This fee is based on all information included in this proposal being acceptable to the Client. Any change to this information or request for services not covered in this proposal shall be in writing by change order and billed accordingly as an addition.

RESPONSIBILITIES OF THE CLIENT

- Previous Drainage Reports / Studies Relevant to the Drainage Area of Concern
- Copies of Property Owner Complaints
- Relevant City G.I.S. Information to be Utilized as a Base Map

ADDITIONAL SERVICES

Additional services are those items that may be required for the development but are not included in the project scope of services. Fees for the additional services shall be billed on an hourly basis in accordance with the fee schedule listed herein. Additional services may include but are not limited to:

- Significant scope of work changes
- Boundary / Property Line Survey information
- Survey or Drainage Structure Evaluation Beyond the Boundaries of the Study as Described Above

FEE SCHEDULE

Additional services shall be performed in accordance with the rates and conditions contained in the fee schedule.

- Labor
- Fees for Labor are charged for all activity directly attributable to a Client's project. No charge is made for general office overhead, accounting or maintenance. Labor charges are billed by the following categories:

CATEGORY	RATE	CATEGORY	RATE
Owner/Principal	\$150.00	Construction Observation	\$80.00
Engineer	\$120.00	CAD Technician/Survey Field	\$70.00
Landscape Architect (Contracted)	\$120.00	Licensed Surveyor	\$110.00
Project Manager	\$100.00	Two Man Crew	\$135.00
Sr. Resource Manager	\$80.00	Clerical	\$60.00

INVOICES

Invoices will be rendered monthly, either as final or progress billing, and will be due upon receipt.

SCHEDULE OF CONDITIONS

SCHEDULE FOR RENDERING SERVICES

Time for Completion

- A. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- B. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

INVOICES AND PAYMENTS

Payments

- A. **Failure to Pay.** If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. **Disputed Invoices.** If Client contests an invoice, Client may withhold only that portion so contested, and must pay the undisputed portion. Written notice from the Client regarding the contested amount must be received within 30 days of the invoice date.

OPINIONS OF COST

Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

GENERAL CONSIDERATIONS

Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- D. Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Client without consultation and advice of Engineer.

Design Without Construction Phase Services

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the approval of documents by governing municipality; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Engineer that may be connected in any way thereto.

Use of Documents

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in third parties.
- F. If Engineer at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.
- Insurance**
- A. Client shall require Contractor to purchase and maintain general liability and any other insurance required to protect Client and engineer from construction related activities, and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- B. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- Suspension and Termination**
- A. Suspension.
By Client: Client may suspend the Project upon seven days written notice to Engineer.
By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement.
- B. Termination. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 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.
 - b. By Engineer:
 - 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Client on account of such termination.
 2. For convenience,
 - a. By Client effective upon Engineer's receipt of notice from Client.
- C. **Effective Date of Termination.** The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. **Payments Upon Termination.**
1. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
 2. In the event of termination by Client for convenience or by Engineer for cause, Engineer shall be entitled, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services.
- Controlling Law**
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- Successors, Assigns, and Beneficiaries**
- A. Client and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.
 3. Client agrees that the substance of the provisions of this Paragraph C. shall appear in the Contract Documents between Client and contractor.
- Dispute Resolution**
- A. Client and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of mediation or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of mediation.
1. Mediation. Client and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ADR, Inc. (Frank Hamlin) or other firm as selected if needed. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- Environmental Condition of Site**
- A. Client has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, Hazardous Substances, Wetlands, Endangered Species, Historical Sites, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

- B. Client represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.
- Indemnification and Mutual Waiver**
- A. **Indemnification by Client.** Without waiving immunity pursuant to the law and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
- B. **Environmental Indemnification.** In addition to the indemnity provided under this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. **Mutual Waiver.** To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- Miscellaneous Provisions**
- A. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims.** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- Role of Resident Project Representative**
- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
- General:** RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 - Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and advise engineer of contents of such meetings.
 - Liaison:**
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - Assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 - Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - Review of Work and Rejection of Defective Work:**
 - Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with this Contract Documents.
 - Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7. **Inspections, Tests, and System Startups:**
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
8. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's general activities on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
9. **Reports:**
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Client copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
10. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. **Completion:**
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.

Client's Responsibilities

In addition to other responsibilities of Client as set forth in this Agreement, Client shall at its expense:

- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Client requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Client requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications, plan rooms, etc., as required by Client.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Client's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Client so that Engineer may assist Client in collating the various cost categories which comprise Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Client at the Site, define and set forth as an attachment to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of

authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Agreement that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work with appropriate professional interpretation thereof.

DEFINITIONS

Defined Terms

A.

Wherever used in this Agreement terms (including the singular and plural forms) have the meanings indicated:

1. *Additional Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at hourly rates.
2. *Basic Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at contracted amount.
3. *Construction Cost* – The cost to Client of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. In addition, any site features such as but not limited to Corps of Engineers-designated Wetlands, Waters of the US, Endangered Species, or Historical Sites shall be considered a Constituent of Concern.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Client pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative as assigned by the engineer. The duties and responsibilities of the Resident Project Representative, if any, are set forth in this document.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client pursuant to this Agreement.

Total Agreement

A.

This Agreement constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreeable to both Client and engineer.

Designated Representatives

A.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

This document has been prepared in part by utilizing EJCDC E-500 Standard Form of Agreement between Client and Engineer for Professional Services Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Engineer:

Timothy R. Sorey, P.E.

By: _____

Title: President

Date Signed: 5-1-18

Engineer License or Certificate No. 9253

State of: Arkansas

Address for giving notices:

Sand Creek Engineering and Landscape Architecture, Inc.

1610 NW 12th Street

Bentonville, AR 72712

Designated Representative:

Aaron H. Boehmler, PE, CPM

Title: Project Manager

Phone Number: (479) 464-9282

Facsimile Number: (479) 464-9284

E-Mail Address: aboehmler@sandcreek.us

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SANDCREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC. FOR SURVEY AND DRAINAGE ANALYSIS SERVICES FOR THE AREA BETWEEN NW 2ND STREET TO NW 9TH STREET AND FORM LEFORS STREET TO NW G STREET.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Sandcreek Engineering and Landscape Architecture, Inc. for survey and drainage analysis services for the area between NW 2nd Street to NW 9th Street and Lefors Street to NW "G" Street in an amount not to exceed \$31,500.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Ellen Norvell

Department

Administration

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for June 12, 2018 for a Street Right-of-Way Vacation requested by Bates & Associates for 805-807 North Main Street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

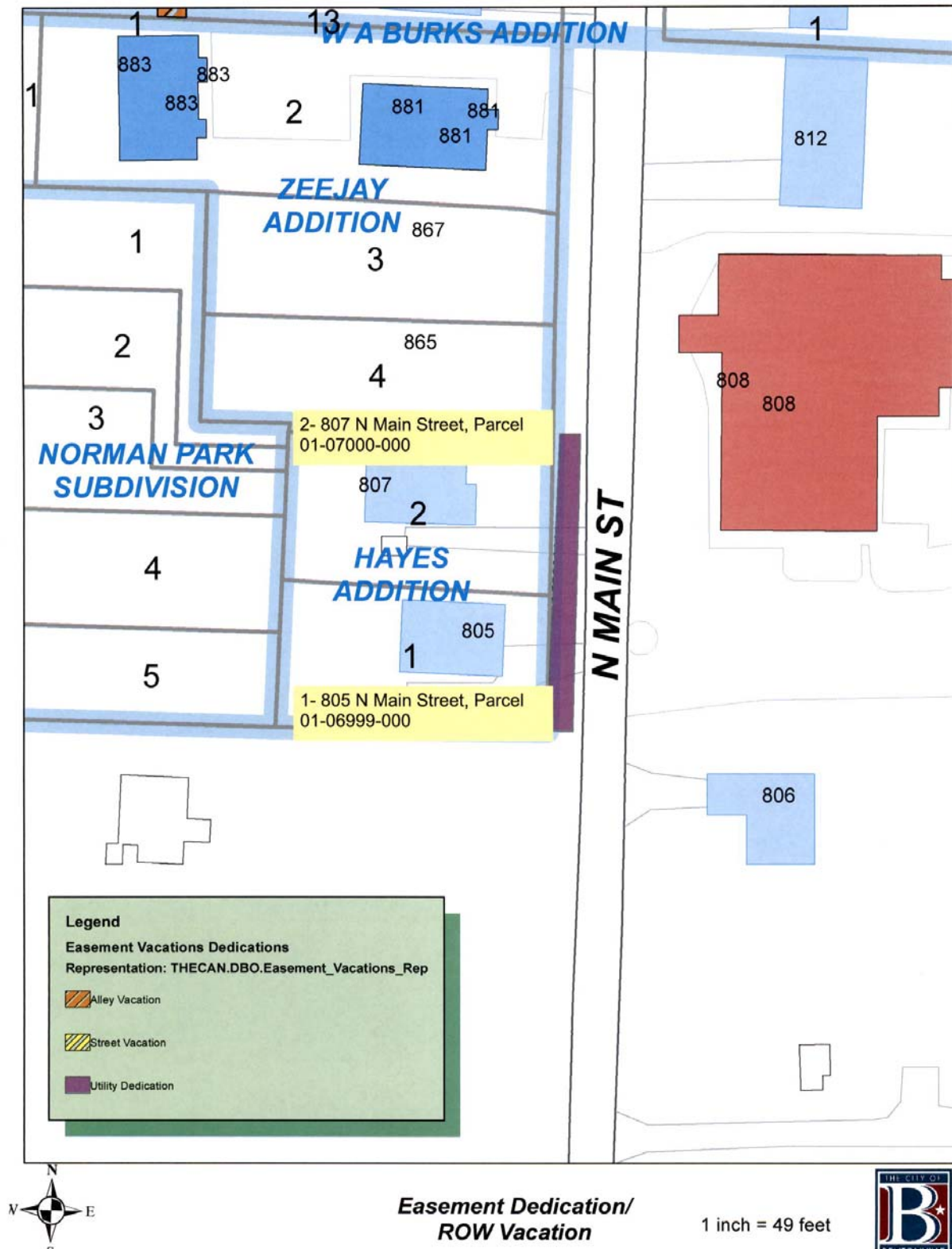
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bates & Associates requesting street right of way within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

1 - PARCEL #01-06999-000 (MAC SHAFER - PROPERTY OWNER):

LOT 1, HAYES ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 18 AT PAGE 80. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

2 - PARCEL #01-07000-000 (CHRISTINA CARSON - PROPERTY OWNER):

LOT 2, HAYES ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 18 AT PAGE 80. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described street right of way is set for a hearing on June 12, 2018 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____, 2018 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Charles Chadwick

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC to provide bid package development, bidding services, and construction phase services related to the VBT Runway Rehabilitation Project for the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$22,500

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

**IN REFERENCE TO AN AGREEMENT WITH GARVER, LLC TO PROVIDE BID
PACKAGE DEVELOPMENT, BIDDING SERVICES, AND CONSTRUCTION PHASE
SERVICES RELATED TO THE VBT RUNWAY REHABILITATION PROJECT FOR
THE BENTONVILLE MUNICIPAL AIRPORT**

MEMORANDUM TO: Bentonville City Council
MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager,
DATE: May 14, 2018

In years past, obstructions have been removed from the south end of the airport property. Consequently, the airport has been approved by the FAA to remove a displaced threshold at the south end of the runway (approach to Runway 36). The FAA has flown the new approach to Runway 36 and is scheduled to update the approach charts to Runway 36. The updated charts are planned to come out in July 2018.

This proposed work order with Garver is two fold: 1) The runway will need updated runway markings to match the new chart ASAP. If the markings do not match the charts when the charts come out, a special NOTAM (Notice to Airmen) will have to be issued noting the non-standard marking condition. 2) It makes sense to apply a new seal coat to the runway prior to the remarking of the runway. It has been 10 years since rehab has occurred.

The overall project cost (including the costs associated with this agreement with Garver) is anticipated to be covered by a reimbursement grant from the Arkansas Department of Aeronautics (ADA) on a 90/10 basis. VBT has been awarded its 90/10 grant and its 80/20 grant for the existing ADA fiscal year. However, the state's fiscal year rolls over on June 30, 2018, and we are aiming for the July ADA Commission Meeting for a new 90/10 grant. That ADA meeting is scheduled for July 18, 2018.

By entering into this agreement with Garver at this time, it will allow the airport to be on as fast track schedule as we can to complete the work necessary to utilize the entire 36 Runway without displaced threshold nor a special NOTAM.

I am familiar with the purpose and effect of the agreement and I believe it is appropriate in this situation. I have consulted with Dennis Birge and Ellen Norvell from the City's Engineering department and they approve of the agreement. The Airport Advisory Board approved of this request at its most recent meeting on May 3, 2018. I therefore request approval of the contract with Garver, LLC.



**WORK ORDER NO. 4
City of Bentonville
VBT Runway Rehabilitation
Garver Project No. 18041194**

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

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport.

Rehabilitate and remark Runway 18-36. Rehabilitation will include crack sealing and a seal coat. The runway remarking is expected to coincide with the FAA's planned chart date of July 2018 to remove the Runway 36 displaced threshold. The Owner plans to apply for an Arkansas Department of Aeronautics grant for the project.

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

SECTION 1 - SCOPE OF SERVICES

See Appendix A-4, attached.

SECTION 2 - PAYMENT

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

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Design Services	\$8,000	Lump Sum
Bidding Services	\$4,500	Lump Sum
Construction Phase Services	\$10,000	Hourly
TOTAL FEE	\$22,500	

Design Services & Bidding Services

The lump sum amount to be paid under this agreement is \$12,500. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-4 with approximate current hourly rates for each employee classification.

Construction Phase Services

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-4 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 \$10,000. The actual total fee may

Work Order No. 4
VBT Runway Rehabilitation

1 of 3

Garver Project No. 18041194



exceed this estimate with Owner approval. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-4 with approximate current hourly rates for each employee classification. The rates shown in Appendix B-4 will be increased annually with the first increase effective on or about July 1, 2018.

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

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

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

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-4 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-4 will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Appendix A-4 – Scope of Services
 - 3.1.2 Appendix B-4 – Rate Schedule & Man Hour Tables
 - 3.1.3 Appendix C-4 – Project Exhibit

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



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Digitally signed by
Michael J. Griffin
Date: 2018.05.02
17:18:20-05'00'

Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Date: 5/2/2018

Attest: _____

Attest: _____

Digitally signed by Adam
White
Date: 2018.05.03
07:15:03-05'00'



**APPENDIX A-4
SCOPE OF SERVICES
City of Bentonville
VBT Runway Rehabilitation
Garver Project No. 18041194**

2.1 General

Generally, the scope of services includes bid package development, bidding services, and construction phase services for improvements to Bentonville Municipal Airport. Improvements will consist primarily of rehabilitation of Runway 18-36 including crack sealing and a seal coat. Improvements will also include remarking of the runway to coincide with the FAA's planned chart date of July 2018 to remove the Runway 36 displaced threshold.

2.2 Design Services

2.2.1 General

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

2.2.2 Environmental Coordination

Garver will coordinate a Categorical Exclusion (CATEX) for this project through the FAA.

2.2.3 Construction Safety & Phasing Plans (CSPP)

Garver will develop a construction safety and phasing plan (CSPP). During development of the CSPP, Garver will hold a presentation at a regularly scheduled Airport Board meeting to obtain feedback regarding flight operations during each phase of construction. After receiving comments from the meeting, Garver will develop a CSPP to be submitted to the FAA for review.

2.3 Bidding Services

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



work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and in an application for Arkansas Department of Aeronautics grant funds.

2.4 Construction Phase Services

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

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
3. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide full-time resident construction observation services for the 7-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If redesign or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.



9. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

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

- Consult with and advise the Owner during the construction period.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.

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

2.5 Project Deliverables

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

1. One copy of the bid package to the Owner.
2. Three copies of the construction plans and specifications to the Contractor.
3. One hard copy set of Record Drawings.
4. Electronic files as requested.

2.6 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.



8. Environmental Coordination due to the relocation of the threshold and/or changes to approach and departure surfaces.
9. Services after construction, such as warranty follow-up and/or operations support.

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

2.7 Schedule

Garver shall begin work under this Agreement within ten (10) days of the execution of this contract and shall complete the work within mutually agreeable schedule.



APPENDIX B-4
VBT Runway Rehabilitation
Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 142.00
E-4.....	\$ 166.00
E-5.....	\$ 203.00
E-6.....	\$ 254.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 122.00
P-2.....	\$ 153.00
P-3.....	\$ 191.00
P-4.....	\$ 216.00
P-5.....	\$ 251.00
P-6.....	\$ 285.00
P-7.....	\$ 345.00
Designers	
D-1.....	\$ 95.00
D-2.....	\$ 111.00
D-3.....	\$ 132.00
D-4.....	\$ 153.00
Technicians	
T-1.....	\$ 74.00
T-2.....	\$ 94.00
T-3.....	\$ 114.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 60.00
S-3.....	\$ 81.00
S-4.....	\$ 116.00
S-5.....	\$ 153.00
S-6.....	\$ 174.00
2-Man Crew (Survey).....	\$ 186.00
3-Man Crew (Survey).....	\$ 232.00
2-Man Crew (GPS Survey).....	\$ 206.00
3-Man Crew (GPS Survey).....	\$ 252.00
Construction Observation	
C-1.....	\$ 89.00
C-2.....	\$ 115.00
C-3.....	\$ 140.00
C-4.....	\$ 173.00
Management/Administration	
M-1.....	\$ 345.00
X-1.....	\$ 58.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 219.00

Agreement for Professional Services
VBT Runway Rehabilitation

Garver Project No. 18041193

APPENDIX B-4

BENTONVILLE MUNICIPAL AIRPORT RUNWAY REHABILITATION

DESIGN SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-3
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$140.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Final Plans						
Cover Sheet				1		
Construction Safety and Phasing Plan (CSPP)	4			16		
Rehabilitation Plans	2			6		
Pavement Marking Plans	2			8		
Miscellaneous Details	1			4		
CATEX Coordination	1					
Quantities	1			4		
Specifications / Contract Documents	4			4		
Opinion of Probable Construction Cost	1			2		
QC Review	2			2		
Subtotal - Civil Engineering	18	0	0	47	0	0

Hours	18	0	0	47	0	0
Salary Costs	\$2,988.00	\$0.00	\$0.00	\$4,794.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$7,782.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$120.00
Postage/Freight/Courier	\$48.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$218.00

SUBTOTAL: \$8,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$8,000.00

APPENDIX B-4

BENTONVILLE MUNICIPAL AIRPORT RUNWAY REHABILITATION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-3
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$140.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Dispense plans and specs to prospective bidders	1			2		
Addendums/Inquiries	2			4		
Bid Opening	4					
Prepare bid tabulation	2			4		
Evaluate bids and recommend award	2			4		
Prepare construction contracts	2			4		
Notice to Proceed	1					
Subtotal - Civil Engineering	14	0	0	18	0	0

Hours	14	0	0	18	0	0
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Salary Costs	\$2,324.00	\$0.00	\$0.00	\$1,836.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES:	\$4,160.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$190.00
Postage/Freight/Courier	\$100.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$340.00
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SUBTOTAL:	\$4,500.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$4,500.00
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APPENDIX B-4**BENTONVILLE MUNICIPAL AIRPORT
RUNWAY REHABILITATION****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	C-2
	\$166.00	\$142.00	\$118.00	\$102.00	\$111.00	\$115.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Preconstruction Meeting	4			4		
Monthly Pay Requests	2			4		
Shop Drawings/Material Submittals	1			4		
Record Drawings				4		
Resident Construction Observation (7 days @ 8hr/day)				56		
Prepare Change Orders	1					
Final Project Inspection and Punchlist	4			4		
Subtotal - Civil Engineering	12	0	0	76	0	0

Hours	12	0	0	76	0	0
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Salary Costs	\$1,992.00	\$0.00	\$0.00	\$7,752.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES:	\$9,744.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$34.00
Postage/Freight/Courier	\$50.00
Travel Costs	\$172.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$256.00
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SUBTOTAL:	\$10,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$10,000.00
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PROVIDE BID PACKAGE DEVELOPMENT, BIDDING SERVICES, AND CONSTRUCTION PHASE SERVICES RELATED TO THE VBT RUNWAY REHABILITATION PROJECT FOR THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Garver, LLC for bid package development, bidding services, and construction phase services related to the VBT Runway Rehabilitation Project for the Bentonville Municipal Airport.

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests City Council and the Mayor grant a waiver of competitive bidding for (5) Five Hydromatic pumps for use as spares when current units fail and are unrepairable. These pumps are specified for our lift stations and compatible to the internal rail system in our lift stations. Instrument & Supply, Inc. is the Arkansas Territories Regional Sales Distributor, established by the manufacturer.

COST TO CITY:

Cost of this Request: \$24,736

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	27,000
Funds Expended to Date		-
Remaining Budget		27,000
Budget Adjustment		-
Remaining After Adjustment	\$	27,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Date	<u>5/22/2018</u>
Requested by:	<u>Nancy Busen</u>
Department:	<u>Wastewater Utilities</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Pumps for various lift stations throughout the city</u>
Year & Model:	<u>Replacements for unrepairable equipment</u>
Serial #	<u>N/A</u>
To Be Purchased From:	<u>Instrument & Supply Inc.</u>
	<u>P.O. Box 1697, Hot Springs, AR 71902</u>
	<u>Physical Address: 141 Technical Circle, Hot Springs, AR 71901</u>
Amount:	
Base Amount:	<u>\$ 22,590.00</u>
Tax:	<u>\$ 2,146.00</u>
*Other:	<u> </u>
TOTAL	<u>\$ 24,736.00</u>
* List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Request Waiver of Bid for (5) Five Hydromatic pumps for use as spares when current units fail and are unrepairable. These pumps are specified for our lift stations and are compatible with an internal rail system in our lift stations. Instrument & Supply, Inc. is the Arkansas Territories Regional Sales Company, established by the manufacturer.	
 Department Head	 Director of Finance & Administration

Memo



To: City Council, Mayor McCaslin
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: May 22, 2018
RE: Request Waiver of Bid for (5) Five Hydromatic Pumps for Lift Stations

Staff requests a Waiver of Bid for (5) Five Hydromatic pumps for use as spares in sanitary sewer lift stations when current units fail and are unrepairable. The total cost of all units, including tax is \$ 24,736.00.

Hydromatic pumps have proven most reliable and durable over years of lift station use. Therefore, they are specified for our lift stations and compatible with a special rail system allowing more efficient installation at all locations.

Instrument & Supply Inc. is the Arkansas Territories Regional Sales Representative, established by the manufacturer.

Thank you for your consideration of this request.



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

April 3, 2018

To: Whom it May Concern

Subject: Hydromatic Distribution

This letter is to advise you that Instrument & Supply, Inc., located at 141 Technic Circle, Hot Springs, Arkansas is an authorized distributor for the municipal market in the State of Arkansas and the following counties: Lake, Orion, Weakley, Henry, Dyer, Gibson, Carroll, Benton, Lauderdale, Crockett, Tipton, Haywood, Madison, Henderson, Decatur, Shelby, Fayette, Hardeman, McNairy and Hardin in the State of Tennessee.

This agreement gives them the right to promote and sell Hydromatic Engineered Products for the municipal market in the State of Arkansas and the counties listed above in the State of Tennessee.

Please direct any inquiries or orders directly to Instrument & Supply, Inc....

Sincerely,



Anthony R Capponi
Key Account Manager-Municipal
Pentair Flow Technologies



*P.O. Box 1679, Hot Springs, AR 71902
141 Technic Circle (71901)
Phone: 501-262-3282 Fax: 501-262-4847*

March 19, 2018

Mr. Robert Burkett
Bentonville Wastewater
1901 N.E. 'A' Street
Bentonville, AR 72712

RE: Spare Pumps

Dear Mr. Burkett,

Instrument and Supply is pleased to quote the following:

Three (3)	Hydromatic HPGH500M2-2 Pump 5 HP, 230 volt, single phase, 30' cord, 6.25" impeller
	Amount: \$ 4,230.00 each Total: \$ 12,690.00
Two (2)	Hydromatic HPGF500M4-4 Pump 5 HP, 460 volt, 3 phase, 30' cord, 10.13" impeller
	Amount: \$ 4,950.00 each Total: \$ 9,900.00

Lead time: 5-6 Weeks ARO

The above prices include standard ground freight. They do not include applicable sales tax

Applicable sales taxes and installation costs, unless otherwise stated, must be added to all quoted prices. Payment terms are Net/30 days. A penalty equal to the maximum allowable interest rate will be applied to overdue accounts.

Please feel free to contact me with any questions or if we may be of service.

Sincerely,


Kevin O'Neal
Service Department Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE CERTAIN REPLACEMENT
PUMPS FOR THE WASTEWATER DEPARTMENT AND
WAIVING THE REQUIREMENT OF COMPETITIVE
BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase a pumps for the Wastewater Department to be used as replacements when current units fail and are unrepairable, in an amount not to exceed \$24,736.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because Instrument and Supply, Inc is the exclusive dealer for this type of product in this region, and because these pumps are required and specified for the existing lift stations, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

479-271-3161

ACTION REQUIRED:

Staff seeks Council approval for a Waiver of Bid process for a 1-year communications service package renewal with Mission Communications, LLC for the alarm systems on all 61 lift stations. This is a 2018 budgeted item.

COST TO CITY:

Cost of this Request: \$22,979

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	25,000
Funds Expended to Date		
Remaining Budget		25,000
Budget Adjustment		-
Remaining After Adjustment	\$	25,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>5/22/2018</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Waiver of Bid for 1 year service package renewal for lift station alarm system</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mission Communications, LLC</u>		
	<u>3170 Reys Miller Rd, Suite 190</u>		
	<u>Norcross, GA 30071-5403</u>		
Amount:	Base Amount:	\$	<u>22,978.63</u>
	Tax:	\$	<u>-</u>
	*Other:		<u></u>
	TOTAL	\$	<u>22,978.63</u>
* List all other costs: <u>Shipping and handling</u>			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The cell phone based alarm system for all 61 city wastewater lift stations was purchased from Mission Communications. Mission provides the communications service package and updates for these alarm systems. Therefore, this is a single source item and a waiver of bid is requested.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: May 22, 2018
Re: Request for Waiver of Bid Process for Lift Station
Alarm Systems Service Renewal

The cell phone based alarm system for all (61) city sewage lift stations was purchased with City Councils approval in 2004 from Mission Communications, LLC. This service continuously monitors and reports power failures, high wet well levels and pump run times from all lift stations to Wastewater Department personnel via cell phone and email. The system greatly reduces the number of sanitary sewer overflows and reduces lift station operational costs.

Mission provides the service package designed exclusively for this alarm system and as such is a single source item. Therefore, it would be neither practical nor feasible to advertise for competitive bidding. This service package is a yearly budgeted item.

Thank you for considering this request.



Mission Communications, LLC
 3170 Reps Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

PLEASE UPDATE TO
OUR NEW ADDRESS

INVOICE

Invoice Date
5/1/2018

Invoice Number
1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD			DUE DATE	
Annual Service								5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE			PAYMENT TERMS	
			SA C	C	5/1/2018			Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS10916	LS #58 Highland Park	6/1/2018	5/31/2019	347.40	347.40	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11052	LS #57 Central Park Sc...	6/1/2018	5/31/2019	347.40	347.40	
0.5833	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17273	LS #61 Edgar Estates	11/1/2018	5/31/2019	347.40	202.64	
0.5833	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17295	LS #59 Brighton Cottag...	11/1/2018	5/31/2019	347.40	202.64	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	16MIS18418	LS #60 Nomad	6/1/2018	5/31/2019	347.40	347.40	
0.75	SPMM-12R	Service Package - Manhole Monitor - 1 year NON-SHIP, Renewal	17MM001629	Parks and Recreation	9/1/2018	5/31/2019	227.40	170.55	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0561	LS #35 Kingsbury	6/1/2018	5/31/2019	347.40	347.40	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0562	LS #29 Beau Terre North	6/1/2018	5/31/2019	347.40	347.40	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0563	LS #09 Rice Rd	6/1/2018	5/31/2019	347.40	347.40	
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0585	LS #48 Wildwood	6/1/2018	5/31/2019	347.40	347.40	

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Page 1

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal
Sales Tax (0.0%)
Payment Received
Balance Due



Mission Communications, LLC
 3170 Reps Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
OUR NEW ADDRESS**

INVOICE

Invoice Date
5/1/2018
 Invoice Number
1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0586	LS #47 Stoneburrow	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0587	LS #27 Wal-Mart Dist.	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0588	LS #17 Salvation Army	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0589	LS #51 Morning Star	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0701	LS #02 South	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0702	LS #38 Windwood	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0703	LS #04 Lexington	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0704	LS #05 North A	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0705	LS #05 North B	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0706	LS #06 Parkview	6/1/2018	5/31/2019	347.40	347.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Subtotal
Sales Tax (0.0%)
Payment Received
Balance Due



Mission Communications, LLC
 3170 Reps Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
OUR NEW ADDRESS**

INVOICE

Invoice Date

5/1/2018

Invoice Number

1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO707	LS #08 Woods Creek	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO708	LS #10 Krystal Heights	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO709	LS #11 Stonehenge	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO710	LS #03 102	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO978	LS #13 Beau Terre	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO979	LS #14 Harbour Churc...	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO980	LS #15 Willow Banks	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO981	LS #16 AR National Ba...	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO982	LS #18 Hanover Ill	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MISO983	LS #21 Meadow Wood	6/1/2018	5/31/2019	347.40	347.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Subtotal
Sales Tax (0.0%)
Payment Received

Balance Due

Page 3

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.



Mission Communications, LLC
 3170 Reys Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
OUR NEW ADDRESS**

INVOICE

Invoice Date

5/1/2018

Invoice Number

1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0986	LS #19 Marina	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1099	LS #25 Medical Center	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1100	LS #23 Vaughn LS	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1101	LS #44 White Oak Trail	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1102	LS #43 Briar Chase	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1103	LS #26 Shell Rd	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1104	LS #40 Fairwinds	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1105	LS #30 Abby	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1106	LS #31 Straube	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1107	LS #33 Kensington	6/1/2018	5/31/2019	347.40	347.40

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Subtotal

Sales Tax (0.0%)

Payment Received

Balance Due

Page 4

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Mission Communications, LLC
 3170 Reps Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
OUR NEW ADDRESS**

INVOICE

Invoice Date

5/1/2018

Invoice Number

1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO		END USER			SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.		SALES REP ID	TERRITORY		SHIP DATE		PAYMENT TERMS	
		SA C	C		5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1160	LS #24 Firestone	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1161	LS #28 Autumn Wood	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1162	LS #32 Nightingale	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1163	LS #34 Saddlebrook	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1164	LS #36 Phillips Park	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1165	LS #37 College Place	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1166	LS #39 Allencroft	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1167	LS #41 Creekstone	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1168	LS #42 Lockmore Club	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1169	LS #45 Chickadee	6/1/2018	5/31/2019	347.40	347.40

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Page 5

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal
Sales Tax (0.0%)
Payment Received

Balance Due



Mission Communications, LLC
 3170 Reys Miller Rd
 Suite 190
 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
OUR NEW ADDRESS**

INVOICE

Invoice Date
5/1/2018
 Invoice Number
1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
 USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1249	LS #46 Windmill Rd	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1250	LS #49 Kerelow Castle	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1251	LS #50 Stonegate	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1252	LS #52 Oak Lawn Hills	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2330	LS #12 Blueberry New	6/1/2018	5/31/2019	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS2717	LS #01 McKisic card 3	6/1/2018	5/31/2019	563.40	563.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2857	LS #53 Thornbrook	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4077	LS #56 Angel Falls	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4079	LS #55 Gramercy	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5732	LS #54 Elm Tree	6/1/2018	5/31/2019	347.40	347.40

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Subtotal
Sales Tax (0.0%)
Payment Received

Balance Due



Mission Communications, LLC
 3170 Reps Miller Rd
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 Norcross, GA 30071-5403
 Phone: 678-969-0021
 Fax: 678-969-0541

**PLEASE UPDATE TO
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INVOICE

Invoice Date
5/1/2018

Invoice Number
1020165

Bill To

Bentonville Wastewater Department
 Attn: Accounts Payable
 117 W Central Ave
 Bentonville, AR 72712-5256
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CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2018	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2018		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS5739	Crystal Bridges 800	6/1/2018	5/31/2019	563.40	563.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5740	Crystal Bridges 110	6/1/2018	5/31/2019	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5559	LS #22 Orchard Park	6/1/2018	5/31/2019	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0627	LS #01 McKisic card 2	6/1/2018	5/31/2019	563.40	563.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0628	LS #01 McKisic card 1	6/1/2018	5/31/2019	563.40	563.40

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If you have any questions concerning this invoice please contact our accounting department, 877-993-1911 option 5, accounting@123mc.com

Subtotal	USD 22,978.63
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 22,978.63

Page 7

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MISSION COMMUNICATIONS LLC. FOR CERTAIN ALARM SERVICES FOR THE CITY OF BENTONVILLE WASTEWATER SYSTEM AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mission Communications, LLC, for a one year service package for 61 lift station alarms for the Wastewater Department in an amount not to exceed \$22,979.00, as per the Proposal attached hereto as Exhibit A.

Section 2: Because the technology is a unique service provided exclusively by Mission Communications for the equipment currently utilized by the City, and the service is a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests the Mayor and City Council approve an ordinance to waive competitive bidding for replacement of the wastewater facility influent seven (7) section MCC electrical control panel, including programming to the existing plant SCADA system, to McBrayer Engineering, Inc. in an amount not to exceed \$59,720.00. Scott McBrayer is the programmer for numerous electronic and SCADA components at the wastewater treatment plant and major lift stations. This is a 2018 budgeted item.

COST TO CITY:

Cost of this Request: \$59,720

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	70,000
Funds Expended to Date		
Remaining Budget		70,000
Budget Adjustment		-
Remaining After Adjustment	\$	70,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>5/22/2018</u>
Requested by:	<u>Nancy Busen</u>
Department:	<u>Wastewater Utilities</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Upgrade Electrical Grid at Lift Station # 5, 2311 NE "A" Street, Bentonville</u>
Year & Model:	<u>Built in 1985</u>
Serial #	<u>N/A</u>
To Be Purchased From:	<u>Mc Brayer Engineering Inc.</u>
	<u>1008 Asure Circle, Van Buren, AR 72756</u>
Amount:	
Base Amount:	<u>\$59,720.00</u>
Tax:	<u> </u>
*Other:	<u> </u>
TOTAL	<u>\$ 59,720.00</u>
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
McBrayer Engineering is the vendor and programmer for all major electrical upgrades and programming at the wastewater treatment plant and major lift stations. This familiarity allows him to more safely and efficiently complete the work; therefore, it would be neither practical nor feasible to advertise for competitive bidding.	
Department Head	Director of Finance & Administration

Memo



To: City Council, Mayor McCaslin

From: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: May 22, 2018

RE: Request a Waiver of Bid Process for ordinance purchase and installation of a Seven Section MCC and Transformer.

Staff requests Mayor and City Council approval for an ordinance to waive competitive bidding for a wastewater influent electrical panel replacement and upgrade.

Scott Mc Brayer, of McBrayer Engineering, Inc. is the vendor and programmer for numerous electronic and SCADA components at the wastewater treatment plant. His familiarity with our system and equipment allows him to safely and efficiently complete the work therefore; it would be neither practical nor feasible to advertise for competitive bidding on this project.

Thank you for your consideration of this request.



McBrayer Engineering Inc.

1008 Azure Hills Circle
Van Buren, AR 72956
(479) 883-7025
E-Mail: mcbrayerengineering@cox.net

74-10

Chris Earl
City of Bentonville
cearl@bentonvillear.com

March 12, 2018

Influent MCC Upgrade

Scope of Work

1. Coordinate time to demo existing 7 section Square D MCC and transformer.
2. Install new Square D Model 6 MCC, utilizing existing conductors between the MCC and existing loads. Reconnect all existing controls.
3. Each new MCC starter shall have HOA, Run Pilot Light, Elapsed Time Meter, and Timers as required.
4. New information can be programmed to plant SCADA if desired.
5. Work is scoped to take up to two days.

MCC: \$ 47,120.00

Labor, Material, Misc: \$ 12,600.00

Total Project: \$ 59,720.00


Scott McBrayer, P.E.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE REPLACEMENT AND PROGRAMMING OF CERTAIN CONTROL PANELS FOR THE WASTEWATER DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the replacement of electrical control panels, and programming, with Mc Brayer Engineering, Inc., in an amount not to exceed \$59,720.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because Scott Mc Brayer, of McBrayer Engineering, Inc. is the vendor and programmer for numerous electronic and SCADA components at the wastewater treatment plant and because his familiarity with our system and equipment allows him to safely and efficiently complete the work, it would be neither practical nor feasible to advertise for competitive bidding on this project and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-012
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Request Council and Mayor award bid to Arnold & Blevins Electric Northwest in the amount of \$114,450.00, tax included. Arnold & Blevins are the sole bidder for the 500kW electric generator replacement at McKissic Lift Station.

COST TO CITY:

Cost of this Request: \$114,450

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	120,000
Funds Expended to Date		-
Remaining Budget		120,000
Budget Adjustment		-
Remaining After Adjustment	\$	120,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: May 22, 2018
RE: Replacement for McKissic Creek lift station Generator

Staff requests Mayor and City Council approval of bid # IFB-18-012 in the amount of, \$114,450.00, tax included, for a 500kW Generac Generator for a back-up power source at McKissic Creek, the city's largest wastewater lift station. The price quoted includes a \$10,000 rebate for our old generator.

Thank you for your consideration of this request.



QUOTE

Scope of Work

Bid Includes:

- 500kW Generac generator per specs given
- 1000 gallon onboard diesel tank
- Diesel fuel for startup and testing (Owner to provide full tank)
- Startup and training for generator
- Reuse of existing ATS and annunciator panel
- Disconnect and removal of old generator
- New copper feeders to existing ATS
- Crane to remove old generator
- Crane to set new generator
- Concrete pad work as needed
- Supervision
- All necessary permits and inspections

Not Included in Bid:

- Utility fees
- Any work or equipment not listed above

Total Base Bid: \$124,450.00

Deduct for old generator: (\$10,000.00)

IFB-18-012
Emergency Standby Power System
April 17, 2018 @ 10:00 A.M.

[illegible]



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 22, 2018

Submitted by:

Preston Newbill

Department

Sewer

Phone

271-3142

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for a new trailer mounted sewer main cleaner unit to Texas Underground Inc. in the amount of \$62,001.50 plus tax. This is a 2018 budgeted item.

COST TO CITY:

Cost of this Request: \$62,002

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	70,000
Funds Expended to Date		
Remaining Budget		70,000
Budget Adjustment		-
Remaining After Adjustment	\$	70,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: May 16, 2018

TO: **City Council, Mayor McCaslin**

FROM: Preston Newbill, Water Utilities Manager

**RE: Bid award for a trailer mounted sewer main
cleaner unit**

The Water Utilities Department request Council to award the bid for a trailer mounted sewer main cleaner unit to Texas Underground Inc. in the amount of \$62001.50 plus tax. This a new piece of equipment necessary to maintain our existing sanitary sewer system that is located along the new trail system. This is a 2018 budgeted item in the amount of \$70,000.

HGACBuy		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	SC01-18	Date Prepared:	5/10/2018
<i>This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548.</i> <i>Please type or print legibly.</i>							
Buying Agency:	Bentonville Water Utilities			Contractor:	Texas Underground Inc.		
Contact Person:				Prepared By:	Todd B Bolin		
Phone:				Phone:	800 373 1318		
Fax:				Fax:	281-485-5953		
Email:				Email:			
Product Code:	CO49	Description:	3944 TRAILER UPGRADE 7934				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							48,908.00
B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
700 GALLON WATER TANK		2800	DUAL AXLE 7000 LB		2800		
Pressure Flow Upgrade#1 40@3000		2500	Upper Manhole Roller		240		
Air purge 185.00 Winter Recirc 295.00 Multi-Flow 295.00		775					
EXTRA 400 FT 3/4" HOSE @ 2.99 FT 800 FT TOTAL		1196					
1000' CAP 3/4" REEL		1200					
Double Roller Levelwind		295					
Manual Footage Counter		712					
Corner Strobes LED 4@ 312.00		1248					
Strobe Light		295					
Panel Light		80					
Work light lower control Panel LED		200					
					Subtotal From Additional Sheet(s):		
					Subtotal B:		14341
C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
			Fender Tool Box 40x7x12		790		
			Aluminum Wheels		900		
					Subtotal From Additional Sheet(s):		
					Subtotal C:		1690
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		3%	
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	64939	=	Subtotal D:		64939
E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.							
Description		Cost	Description		Cost		
			Delivery & Training		1262.5		
			Discount		-4200		
					Subtotal E:		-2937.5
Delivery Date:		90-120		F. Total Purchase Price (D+E):		62001.5	