



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 12, 2019 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 13, 2019 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: July 23, 2019**

AGENDA

1. Utility Board Update – Travis Matlock, Engineering Director. **(Monday Night Only)**
2. Compost and Drainage Update – Mike Bender, Public Works Director. **(Monday Night Only)**
3. Digital Communications Strategy Update – Debbie Griffin, Community Relations and Economic Development Director. **(Monday Night Only)**
4. Parks and Recreation Update – David Wright, Parks and Recreation Director. **(Monday Night Only)**
5. Great Neighborhoods Update – Danielle Semsrott, Senior Planner. **(Monday Night Only)**
6. Adoption of an ordinance detaching property from the City of Bentonville. **(Pages 5-27)**
7. Planning:
 - 7a. **Ordinance accepting a property line adjustment of Lot 21, Block 7 of Deming's Addition, Dennis C. Spradlin, Trustee, 415 NW 4th Street, R-1, Single Family Residential.**
(Pages 31-33)
The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 8-9, Block 7, Deming's Addition, creating new Lot 21, Block 7 (+/- .38 acres). The plat dedicates 20-foot utility easements along street frontages and a 7.5-foot utility easement along the southern property line. The plat dedicates additional right-of-way along NW D Street and NW 4th Street to meet the requirements of the Master Street Plan.

- 7b. **Ordinance accepting a property line adjustment of Lots 3-4 of Greenwich Village Communities and Lot 31 of Bentonville Industrial Park South, 2303 SE J Street, LLC , 2303 SE J Street, C-2, General Commercial.**

(Pages 34-38)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 1-2, Greenwich Village Communities and Lot 29, Bentonville Industrial Park South, creating new Lots 3 (+/- 1.72 acres) and 4 (+/- 5.96 acres), Greenwich Village Communities and Lot 34 (+/- 3.84 acres), Bentonville Industrial Park South. The plat dedicates a 10-foot utility easement along the northern property line, a mutual access easement between Lots 3 and 4, and a drainage easement on Lot 4.

- 7c. **Ordinance accepting a final plat of Windmill Farms Subdivision, Tri-Par, Inc., 9004 Windmill Road, R-1, Single Family Residential.**

(Pages 39-41)

The Planning Commission voted 6-0, recommending approval.

A final plat creating Windmill Farms Subdivision, a 10-lot, single-family subdivision with nine buildable lots. All non-bondable items and guarantees of improvement have been completed and a final inspection performed and approved.

- 7d. **Ordinance changing real estate from C-3, Mixed-Use Commercial to C-2, General Commercial Clayton and Sheila Eversole Trustees, Southwest I Street and Southwest Regional Airport Boulevard.**

(Pages 42-44)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas typically represent the least restrictive commercial zoning district and properties in this zone are meant to serve the planning area and highway travelers. The proposed rezoning can potentially be justified due to the site's adjacency to two major roadways, surrounding land uses, and general compatibility with the Future Land Use Plan.

- 7e. **Ordinance changing real estate from R-3, Medium-Density Residential to DE, Downtown Edge Crowhow, LLC, Kerry and Regina Laman, and Nathan Maxwell, Southeast 7th Street.**

(Pages 45-48)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Edge zoning district is meant to create areas of transition between the Downtown Core with its retail emphasis and residential uses on the edge of the downtown commercial area. The proposed rezoning can potentially be justified due to the site's surrounding land uses and the site's general compatibility with the Future Land Use Plan.

- 7f. **Ordinance changing real estate from DN-4, Downtown Mixed-Use Residential to C-2, General Commercial, Crystal Bridges Museum of American Art, Inc., Southeast E Street.**

(Pages 49-52)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. General Commercial areas typically represent the least restrictive commercial zoning district and properties in this zone are meant to serve the planning area and highway travelers. The proposed rezoning can potentially be justified due to the site's surrounding land uses and adjacency to an arterial road (SE 8th Street).

8. Resolution accepting right-of-way dedication from the LSD18-0022 Capstone 6-Plex project. Right-of-way dedication was needed due to necessary road improvements as required by the Master Street Plan for this project.
(Pages 53-60)
9. Recognition by City Council of Greg and Andrea Placzek who reside at 501 NW A Street. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.
(Pages 61-63)
10. Public hearing and ordinance vacating a Street Right of Way located in Gilmore's Addition at 604 SW 5th Street, to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 64-67)
11. Public hearing and ordinance vacating a drainage and utility easement requested for Lot 24 of Kensington Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 68-71)
12. The Circular Terminal Apron Project at the Bentonville Municipal Airport is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$29,991.80 more than the original contract amount of \$349,616.00. A previous change order in the amount of \$28,391.80 was previously approved. A reconciliation change order in the amount of \$1,600.00 is necessary to close out the project.
(Pages 72-75)
- 13a. Resolution accepting a grant in an amount up to \$144,450.00 from the FAA for funding of the South East Taxiway Design and install Parallel Taxiway B Lighting North (Design) `project and approval to execute any and all contracts associated with said grant and paid for by said grant. Total cost of the project is \$160,500.00. The remaining \$16,050.00 is anticipated to be reimbursed by the Arkansas Department of Aeronautics upon completion of the project.

(Pages 76-149)

- 13b. Budget adjustment to accept funds from the Federal Aviation Administration and State of Arkansas Department of Aeronautics to cover 100% of the cost to design the Southeast expansion of Taxiway B at the Bentonville Municipal Airport. **(Pages 150-152)**
14. Resolution allowing the Mayor and City Clerk to enter into an agreement with Morrison-Shipley Engineers, Inc. for professional services to design certain sidewalks within the City of Bentonville. **(Pages 153-170)**
15. Bid Award IFB 19-49 to Davis Trailer & Truck Equipment, Inc. for the purchase and installation of (3) utility beds for the (3) Ford F550's. Please see attachments. **(Pages 171-188)**
16. Resolution authorizing the Mayor and City Clerk to enter into an agreement and a budget adjustment with Thaden School, to accept the funding of \$250,000.00 required to construct a Traffic Signal located at the intersection of SE 8th Street/SE C Street. **(Pages 189-197)**
17. Resolution authorizing the Mayor and Clerk to enter into a contract with Power System Engineering, Inc. to provide an AMI system review to the City of Bentonville Electric Department for an amount not to exceed \$25,500.00. **(Pages 198-211)**
18. An ordinance requesting a waiver of bid approval for purchase of a JWC barscreen grinder for the Mckissic lift station influent channel. This is a 2019 budgeted, sole source item that cannot be retrofitted nor altered. **(Pages 212-223)**
19. Resolution authorizing the Mayor and City Clerk to enter into a lease agreement with Doscientos Once, LLC DBA 211 Café to provide café services inside the Bentonville Public Library. **(Pages 224-234)**
20. Budget adjustment in the amount of \$7,088.73 to recognize and utilize funds reimbursed by the Department of Homeland Security and administrated through Benton County Emergency Management for recent advanced Bomb Squad training. **(Pages 235-236)**
21. Budget adjustment in the amount of \$2,500.00 to recognize and utilize a donation from the NWA AAPI (Northwest Arkansas American Association of Physicians of Indian Origin) to be used for officer safety and public safety related equipment to include emergency trauma kits related items. **(Pages 237-238)**
22. Budget adjustment in the amount of \$173,000.00 to hire six personnel for the staffing of Fire Station #7. **(Pages 239-241)**
23. Ordinance requesting City Council approval to update the Pay Plan to reclassify a Recreation Specialist Position (Grade 19) to a Parks Planner (Grade 33) for the Parks and Recreation Department. **(Pages 242-245)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Adoption of an ordinance detaching property from the City of Bentonville.

COST TO CITY:

Cost of this Request: Minimal*

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	None
Remaining After Adjustment	\$ -

* There are some minor attorney fees related to this, which will be paid out of the budget for professional fees.

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: Bentonville City Council
Cc: Mayor Stephanie Orman; Linda Spence, City Clerk
From: George R. Spence, City Attorney
Date: July 31, 2019
Re: Barrett detachment

In March, the City first received a request from Beau and Kourtney Barrett requesting property they owned which had been annexed into Bentonville a couple of years ago be allowed by the City to be detached returning the property to unincorporated status. We had not had one of these before and were wary about setting any precedent allowing those who had voluntarily annexed into the City to reverse that process.

The Mayor determined a meeting with the Barretts and their attorney would be appropriate and that meeting was held, including both she and I along with Camille Thompson, Ellen Norvell, and Mike Bender. The Barretts explained a unique situation regarding this particular lot primarily related to access due to the water that crossed the property. The City's representatives determined that the described access issue did provide a reasonable justification upon which detachment could be based and felt the access issue was sufficiently unique that it would not set a general precedent. It was determined that the proposed division of the lot would need to be replatted to run along the waterway and the Barretts agreed to have that done. They have now done so and the matter before you is the revised petition with a plat satisfactory to the City staff.

The Barretts were told that if the plat was adjusted based on consultation with the City staff about location, the Mayor and staff would not object to their request for detachment going forward. However, it was made clear to the Barretts and their attorney that the decision would be in the Council's hands and that there was no assurance about what the Council would do.

The statute in question requires the Council act on the request within thirty days of it being filed and based on the filing date, the only opportunity the Council would have to consider this ordinance is the August 13th meeting (unless a special meeting is called).

ORDINANCE NO. _____

AN ORDINANCE DETACHING PROPERTY FROM THE CITY OF BENTONVILLE

WHEREAS, an affidavit was filed with the City Clerk of Bentonville, Arkansas asking that territory be detached from the City of Bentonville, Arkansas, and said affidavit states:

1) that certain property owned by Beau Barrett and Kourtney Barrett was annexed into the City of Bentonville within eight years preceding the affidavit being filed.

Said lands are described as follows:

A part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) 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 (SE ¼) 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 (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-four (34), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the North Line of Lot Four (4) of Mill Dam Farms Subdivision to the City of Bentonville per the plat of said subdivision filed at Instrument L201820727 in the Office of the Circuit Clerk and Ex-Officio recorder for Benton County, Arkansas running North 87°48'07" West a distance of 1207.18 feet to a point in the center of Little Osage Creek for the true POINT OF BEGINNING; thence leaving the North Line of said Lot Four (4) and along the centerline of Little Osage Creek running South 23°21'32" East a distance of 240.19 feet to a point; thence continue along the centerline of said creek running South 33°22'05" East a distance of 396.49 feet to a point of tangency to a curve to the right having a radius of 553.24 feet, a central angle of 42°42'03", and an arc length of 412.31 feet, the long chord of which bears South 12°01'04" East for a distance of 402.83 feet to a point on a tangent reverse curve to the left, said curve having a radius of 920.25 feet, a central angle of 24°12'30", and an arc length of 388.82 feet, the chord of which bears South 02°46'18" East a distance of 385.93 feet to a point on the South Line of Lot Four (4) of Mill Dam Farms Subdivision to the City of Bentonville per the plat of said subdivision filed at Instrument L201820727 in the Office of the Circuit Clerk and Ex-Officio recorder for Benton County, Arkansas; thence leaving the centerline of Little Osage Creek and running North 88°20'34" West a distance of 614.94 feet to a point on the West Line of said Lot Four (4); thence along the West Line of said Lot Four (4) running North 02°14'40" East a distance of 1,320.00 feet to a point on the North Line of said Lot Four (4); thence along the North Line of said Lot Four (4) running South 87°48'07" East a distance of 147.24 feet to the POINT OF BEGINNING containing in all 605,627 square feet or 13.90 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.

2)that the described property is located inside the City of Bentonville along the municipal boundary; and

3)that the owners desire the annexed land to be detached from the municipality.

WHEREAS, along with the affidavit the Barretts also filed a certified copy of the plat of the annexed land they desire to be detached and a copy of the order of the county court approving the annexation and the resolution or ordinance of the City Council of the City of Bentonville accepting the annexation.

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

Section 1. That the land described on the attached Exhibit "A," is hereby detached from the City of Bentonville and after the effective date of this ordinance shall no longer be a part of the City.

Section 2. That the City Clerk shall duly certify and send one (1) copy of the plat of the detached territory, one (1) copy of the ordinance detaching the territory, and one (1) copy of the qualifying affidavit to the county clerk, for the Clerk to:

a)forward a copy of each document to the Secretary of State, so that the Secretary of State may file and preserve them, and

b)forward one (1) copy of the plat of the detached territory and one (1) copy of the ordinance detaching the territory to the Director of the Tax Division of the Arkansas Public Service Commission, so that such Division may file and preserve them and notify all utility companies having property in the municipality of the detachment proceedings.

Section 3: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF AUGUST, 2019.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

RECEIVED
7-22-19

BEFORE THE CITY COUNCIL OF THE
CITY OF BENTONVILLE, ARKANSAS

PETITION FOR DETACHMENT OF LANDS

The undersigned, Beau Barrett and Kourtney Barrett, Petition the City Council of the City of Bentonville Arkansas, for the detachment of certain lands under A.C.A. 14-40-608. The Petitioners state under oath as follows:

1. That they are the owners of certain lands more particularly described as follows:

Lot 13, Mill Dam Farms Subdivision, a Lot Split of Lot 4 Mill Dam Farms Subdivision, as shown on the Plat thereof appearing in Book L2019 at Page 35265 of the Benton County Real Estate Records and more particularly described as follows:

A part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) 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 (SE ¼) 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 (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-four (34), Township Nineteen (19) North, Range Thirty-One (31) West; thence along the North Line of Lot Four (4) of Mill Dam Farms Subdivision to the City of Bentonville per the plat of said subdivision filed at Instrument L201820727 in the Office of the Circuit Clerk and Ex-Officio recorder for Benton County, Arkansas running North 87°48'07" West a distance of 1207.18 feet to a point in the center of Little Osage Creek for the true POINT OF BEGINNING; thence leaving the North Line of said Lot Four (4) and along the centerline of Little Osage Creek running South 23°21'32" East a distance of 240.19 feet to a point; thence continue along the centerline of said creek running South 33°22'05" East a distance of 396.49 feet to a point of tangency to a curve to the right having a radius of 553.24 feet, a central angle of 42°42'03", and an arc length of 412.31 feet, the long chord of which bears South 12°01'04" East for a distance of 402.83 feet to a point on a tangent reverse curve to the left, said curve having a radius of 920.25 feet, a central angle of 24°12'30", and an arc length of 388.82 feet, the chord of which bears South 02°46'18" East a distance of 385.93 feet to a point on the South Line of Lot Four (4) of Mill Dam Farms Subdivision to the City of Bentonville per the plat of said subdivision filed at Instrument L201820727 in the Office of the Circuit Clerk and Ex-Officio recorder for Benton County, Arkansas; thence leaving the centerline of Little Osage Creek and running North 88°20'34" West a distance of 614.94 feet to a point on the West Line of said Lot Four (4); thence along the West Line of said Lot Four (4) running North 02°14'40" East a distance of 1,320.00 feet to a point on the North Line of said Lot Four (4); thence along the North Line of said Lot Four (4) running South 87°48'07" East a distance of 147.24 feet to the POINT OF BEGINNING containing in all 605,627 square feet or 13.90 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.

2. That said lands were annexed into the City of Bentonville, Arkansas, pursuant to Ordinance No. 2017-155 adopted by the City Council for the City of Bentonville, Arkansas, on September 12th, 2017. A certified copy of said ordinance has been filed with the City Clerk simultaneously with this Petition.
3. The above described lands are located inside the corporate limits of the City of Bentonville, Arkansas, along a municipal boundary delineating the boundary between the City of Bentonville, Arkansas, and Benton County, Arkansas.
4. The undersigned owners wish said lands to be detached from the City of Bentonville and absorbed back into Benton County.
5. In addition to the above referenced Ordinance, certified copies of the Plat of which the above described lands are presently a part and the Order of the County Court of Benton County releasing said lands to be annexed into the City of Bentonville, Arkansas, have also been filed with the City Clerk simultaneously with this Petition.

RESPECTFULLY SUBMITTED /

BY:

BILL WATKINS, Their Attorney
Arkansas Bar No. 84209
WATKINS, BOYER, GRAY
& CURRY, PLLC
1106 West Poplar
Rogers, AR 72756
(479) 636-2168
bwatkins@watkinslawoffice.com

VERIFICATION

We, Beau Barrett and Kourtney Barrett, do hereby certify, upon oath, that the statements and averments contained in the foregoing Petition for Detachment of Lands are true and correct to the best of my knowledge and belief.

[REDACTED]

BEAU BARRETT

[REDACTED]

KOURTNEY BARRETT

Subscribed and sworn to before me this 22nd day of July, 2019.

[REDACTED]

NOTARY PUBLIC

My Commission Expires:



2017 SEP 13 AM 9:43

ORDINANCE NO. 2017-155

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 7th day of September, 2017, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court's order,

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

Section 1. That the land described on the attached Exhibit "B," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining

2017 2840

the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

PASSED AND APPROVED THIS 12th DAY OF SEPTEMBER, 2017.

APPROVED: _____

HON. BOB McCASLIN, Mayor



ATTEST: _____

HON. LINDA SPENCE, City Clerk

2017 SEP 13 AM 9:43

2017 2841

2017 SEP 13 AM 9:43

Exhibit "B"

**August, 2017 Voluntary Annexation Petition
Property petitioned for annexation
plus abutting dedicated public roads and rights of way**

Tax Parcel Numbers:

18-09129-000
18-09132-000
18-09133-000
18-09180-002
18-09182-004
18-09184-000
18-09185-000
18-09185-001
18-09185-002
18-09186-002
18-09188-000
18-09189-003
18-09189-004
18-09189-005
18-09189-007
18-09191-000
18-09192-000
18-09193-000

18-09199-000
18-09210-001
18-09219-000
18-09220-000
18-09304-000
18-09308-000
18-09317-000
18-09317-002
18-09317-004
18-09317-005
18-09334-001
18-09337-000
18-09338-000
18-09338-001
18-09338-002

2017 2842

18-09338-003
18-09340-000
18-09189-000
18-09190-001
18-09190-000

2017 SEP 13 AM 9:43

CLERK
COUNTY CLERK

Beginning at the NW Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 19N, Range 31W.

Thence S88°02'12"E, 1332.69' to the NE Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23,
Township 19N, Range 31W;
Thence S02°26'18"W, 1639.03';
Thence S87°29'00"E, 1319.79';
Thence S02°31'54"W, 2316.32' to the NE Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26,
Township 19N, Range 31W;
Thence N86°56'23"W, 1334.74' to the NW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26,
Township 19N, Range 31W;
Thence S02°24'03"W, 1324.19' to the SW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26,
Township 19N, Range 31W;
Thence S02°24'04"W, 642.97';
Thence S87°32'49"E, 365.61';
Thence N68°56'00"E, 183.28';
Thence N02°27'15"E, 138.11';
Thence N81°45'53"W, 124.18';
Thence N64°22'10"W, 95.52';
Thence N02°27'15"E, 382.14';
Thence S87°38'24"E, 473.47';
Thence S02°36'12"W, 457.57';
Thence N68°55'56"E, 71.10';
Thence S71°03'07"E, 232.35';
Thence S88°56'03"E, 250.07';
Thence N02°29'42"E, 494.51';
Thence S86°31'05"E, 661.94';
Thence N02°34'56"E, 658.28';
Thence S87°15'03"E, 661.81';
Thence S02°47'01"W, 1319.02';
Thence S87°25'42"E, 995.78';
Thence S02°26'36"W, 652.06';
Thence N87°19'54"W, 2314.57' to the NW Corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26,
Township 19N, Range 31W;
Thence N87°11'35"W, 761.94';
Thence S02°58'03"W, 383.55';
Thence N87°29'56"W, 567.23';

2017 2843

2017 SEP 13 AM 9:43

CO. CLERK
COUNTY OF WISCONSIN

Thence S02°37'58"W, 758.18';
Thence N47°51'32"E, 367.45';
Thence N55°58'51"E, 433.48';
Thence N77°21'19"E, 273.92';
Thence N83°56'19"E, 142.50';
Thence S46°37'26"E, 150.82';
Thence S69°36'00"E, 195.60';
Thence S03°01'01"W, 617.83';
Thence N88°13'35"W, 660.41';
Thence S01°38'36"W, 609.66';
Thence S01°29'33"W, 119.02';
Thence N87°45'47"W, 675.62';
Thence S02°39'35"W, 583.65' to the SW Corner of the SE ¼ of the SW ¼ of Section 26, Township
19N, Range 31W;
Thence S01°19'05"W, 644.78';
Thence N87°23'26"W, 150.15';
Thence S02°06'39"W, 671.77';
Thence S87°13'44"E, 954.24';
Thence S02°52'40"W, 1306.26';
Thence N87°26'14"W, 143.63';
Thence S03°41'00"W, 80.09';
Thence N86°21'43"W, 7.59';
Thence S03°12'18"W, 1246.69';
Thence N87°17'10"W, 647.15' to the SW Corner of the NE ¼ of the SW ¼ of Section 35,
Township 19N, Range 31W;
Thence S02°41'42"W, 1322.16' to the SE Corner of the SW ¼ of the SW ¼ of Section 35,
Township 19N, Range 31W;
Thence N86°53'40"W, 981.57';
Thence N01°49'46"E, 160.53';
Thence N86°43'04"W, 159.11';
Thence S01°47'13"W, 161.03';
Thence N86°53'40"W, 193.06' to the SW Corner of the SW ¼ of the SW ¼ of Section 35,
Township 19N, Range 31W;
Thence N87°35'38"W, 1672.72';
Thence N87°35'39"W, 2265.73' to the SW Corner of the SE ¼ of the SW ¼ of Section 34,
Township 19N, Range 31W;
Thence N03°09'34"E, 1289.17' to the NW Corner of the SE ¼ of the SW ¼ of Section 34,
Township 19N, Range 31W;
Thence S87°50'56"E, 1339.27' to the NE Corner of the SE ¼ of the SW ¼ of Section 34, Township
19N, Range 31W;
Thence N02°16'59"E, 1648.62';
Thence S88°03'35"E, 737.94';
Thence S02°58'32"W, 651.31';
Thence S00°05'02"W, 921.66';

2017 2844

2017 SEP 13 AM 9:43

Thence S87°54'44"E, 153.18';
Thence S03°54'13"E, 79.64';
Thence S00°11'27"W, 87.59';
Thence N86°54'30"E, 394.59';
Thence N89°03'10"E, 307.79';
Thence N06°29'00"E, 35.02';
Thence S87°51'38"E, 957.23' to the SW Corner of the NW ¼ of the SW ¼ of Section 35,
Township 19N, Range 31W;
Thence N02°45'26"E, 1320.59' to the NW Corner of the NW ¼ of the SW ¼ of Section 35,
Township 19N, Range 31W;
Thence N02°45'24"E, 1327.56' to the NW Corner of the SW ¼ of the NW ¼ of Section 35,
Township 19N, Range 31W;
Thence N88°06'36"W, 1284.98' to the SW Corner of the NE ¼ of the NE ¼ of Section 34,
Township 19N, Range 31W;
Thence N02°08'05"E, 2623.76' to the NW Corner of the SE ¼ of the SE ¼ of Section 27,
Township 19N, Range 31W;
Thence S87°45'28"E, 402.91';
Thence N00°47'19"E, 708.28';
Thence S89°03'19"E, 744.82';
Thence N00°30'39"E, 204.17';
Thence S89°09'24"E, 187.99';
Thence N02°14'54"E, 387.82' to the NW Corner of the NW ¼ of the SW ¼ of Section 26,
Township 19N, Range 31W;
Thence N02°16'39"E, 2632.87' to the NW Corner of the NW ¼ of the NW ¼ of Section 26,
Township 19N, Range 31W;
Thence S87°38'59"E, 15.35';
Thence N02°35'59"E, 1312.13';
Thence N87°32'18"W, 15.36' to the NW Corner of the SW ¼ of the SW ¼ of Section 23,
Township 19N, Range 31W;
Thence N02°43'40"E, 2621.53';
Thence S74°59'17"E, 13.073' to the NW Corner of the SW ¼ of the NW ¼ of Section 23,
Township 19N, Range 31W said point being the Point of Beginning.

Less and Except any part already being inside the current existing City Limits of Bentonville.

-AND THE FOLLOWING DESCRIBED PROPERTY
(WHICH ARE DEDICATED PUBLIC ROADS AND RIGHTS OF WAY)-

All that part of S. Morning Star Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Commencing at the NE Corner of the NE 1/4 of the SW1/4 of Section 23, Township 19N, Range 31W.
Thence S02°29'43"W, 331.37' to the point of beginning.

2017 2845

2017 SEP 13 AM 9:43

Thence S87°37'54"E, 18.39';
Thence S02°22'58"W, 992.27';
Thence S02°28'58"W, 1324.39';
Thence N86°56'23"W, 47.82';
Thence N02°31'22"E, 1324.19';
Thence N02°30'06"E, 991.90';
Thence S87°37'54"E, 26.45' back to the point beginning.
Less and Except all land presently in the City Limits of ANY municipality.

Also, beginning at the NW Corner of the SW ¼ of the NE ¼ of Section 26, Township 19N, Range 31W.
Thence S86°31'05"E, 22.95';
Thence S02°28'38"W, 493.46';
Thence N88°59'23"W, 52.95';
Thence N02°20'07"E, 495.27';
Thence S87°25'41"E, 31.21' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

All that part of Philpott Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Beginning at the SE Corner of the SW ¼ SW ¼ of Section 35, Township 19N, Range 31W.
Thence S03°07'47"W, 15.53';
Thence N87°25'39"W, 981.37';
Thence N02°34'21"E, 32.74';
Thence S87°15'55"E, 124.51';
Thence S69°22'06"E, 17.19';
Thence S87°37'36"E, 840.71';
Thence S02°41'42"W, 14.45' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

All that part of Mill Dam Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Beginning at the NE Corner of the SE ¼ SW ¼ of Section 34, Township 19N, Range 31W.
Thence N87°50'50"W, 22.98';
Thence N02°16'31"E, 1648.81';
Thence S87°43'29"E, 45.83';
Thence S02°23'18"W, 1648.72';
Thence N87°50'57"W, 19.61' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

2017 2846

2017 SEP 13 AM 9:43

AND

All that part of Phillips Cemetery Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Commencing at the SE Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, Township 19N, Range 31W.
Thence S03°39'47"W, 17.28';
Thence N88°00'49"W, 521.17' to the point of beginning.

Thence N86°51'11"W, 954.01';
Thence N02°06'39"E, 48.33';
Thence S87°10'03"E, 954.60';
Thence S02°49'57"W, 53.55' back to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

Beginning at the NE Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19N, Range 31W.
Thence S02°45'24"W, 33.02';
Thence N88°03'30"W, 1284.74';
Thence N02°21'08"E, 46.91';
Thence S88°09'37"E, 1285.10';
Thence S02°45'26"W, 16.18' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

All that part of Haxton Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Beginning at the NE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 19N, Range 31W.
Thence S03°01'01"W, 17.96';
Thence N87°14'48"W, 761.93';
Thence N02°44'20"E, 48.44';
Thence S87°15'40"E, 761.88';
Thence S02°29'41"W, 30.67' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

All that part of Heagerty Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Beginning at the SW Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 19N, Range 31W.

2017 2847

Thence N87°51'43"W, 16.24';
Thence N02°18'28"E, 2633.00';
Thence S87°34'34"E, 54.25';
Thence S02°36'29"W, 2633.06';
Thence N87°14'45"W, 24.20' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

2017 SEP 13 AM 9:43

CLERK
BENTON COUNTY, ARK

AND

All that part of Sears Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Beginning at the SE Corner of the SE ¼ SW ¼ of Section 23, Township 19N, Range 31W.
Thence S02°26'59"W, 19.58';
Thence N86°49'45"W, 1334.76';
Thence N02°39'17"E, 34.62';
Thence S86°58'55"E, 1334.63';
Thence S02°33'33"W, 18.60' to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

AND

All that part of Gaston Road abutting the City of Bentonville annexation contained in CC 2017-20, more particularly described as:

Commencing at the NE Corner of the SW NE of Section 26, Township 19N, Range 31W.
Thence S87°35'58"E, 9.68' to the point of beginning.
Thence S02°04'06"W, 652.35';
Thence N87°17'40"W, 37.41';
Thence N02°32'42"E, 1319.02';
Thence S88°36'44"E, 34.18';
Thence S02°43'58"W, 667.49' back to the point of beginning.
Less and Except all land presently in the City Limits of ANY municipality.

2017 2848

AUGUST, 2017 VOLUNTARY ANNEXATION PETITION
PROPERTY OWNERS
EXHIBIT "A"

PARCEL #	OWNER
18-09129-000	NORTON, SUSAN
18-09132-000	WILLIS TR, MAURICE F & WILLIS TR, PAMELA D
18-09133-000	WEBB, CRYSTAL D
18-09180-002	BROWN, DEREK JOHN & SHELLIE DENISE
18-09182-004	BROWN, DEREK J & SHELLIE D
18-09184-000	MURPHY, LAURA J
18-09185-000	BOSECKER, BARRY L & CINDY M
18-09185-001	MCDONALD, BRIAN D & JESSICA
18-09185-002	MCDONALD, BRIAN
18-09186-002	MCMURTREY, SCOTT & AMY
18-09188-000	SIMPSON MARITAL DEDUCTION TRUST-PAT
18-09189-003	BELL, BODIE & ERICA
18-09189-004	LESSLY JOINT TRUST- WILLIAM JACK & DANA CATHERINE
18-09189-005	TALL OAKS CONSTRUCTION LLC
18-09189-007	BEAVER, DANNY LEE & MARILYN LOU
18-09191-000	N & J FAMILY PROPERTIES LLC
18-09192-000	ORR TRUST
18-09193-000	ORR TRUST
18-09199-000	ORR TRUST
18-09210-001	N & J FAMILY PROPERTIES LLC
18-09219-000	N & J FAMILY PROPERTIES LLC
18-09220-000	ORR TRUST
18-09304-000	ORR TRUST
18-09308-000	LESSLY JOINT TRUST, WILLIAM JACK & DANA CATHERINE
18-09317-000	GRIMES, CRAIG A & JENNIFER A
18-09317-002	BARRETT FAMILY TRUST, BEAU S & KOURTNEY F
18-09317-004	BARRETT FAMILY TRUST, BEAU S & KOURTNEY F

William & Dana Lesley, Owners

Norman & Jill Banwarth, Owners
Jerry & Barbara Orr, Trustees
Jerry & Barbara Orr, Trustees
Jerry & Barbara Orr, Trustees
Norman & Jill Banwarth, Owners
Norman & Jill Banwarth, Owners
Jerry & Barbara Orr, Trustees
Jerry & Barbara Orr, Trustees

2017 SEP 13 AM 9:43

2017 2849

18-09317-005 LESSLY JOINT TRUST- WILLIAM JACK & DANA CATHERINE
18-09334-001 ORR TRUST
18-09337-000 JOYNER FAMILY TRUST, GILBERT
18-09338-000 JOYNER FAMILY TRUST, GILBERT
18-09338-001 JOYNER, GILBERT DAVID JR & MARLA L
18-09338-002 JOYNER, GILBERT DAVID JR & JOYNER, MARLA L
18-09338-003 JOYNER, GILBERT DAVID JR & MARLA L
18-09340-000 RONE FAMILY TRUST, RONE, DONALD A & MONICA L
18-09189-000 TIDWELL, JOHN & SARA W
18-09190-001 HADEN, SAM ALLEN & AMY JO
18-09190-000 ZEHER, MICHAEL A & PAMELA P

Jerry & Barbara Orr, Trustees
David Gilbert Joyner, Trustee
David Gilbert Joyner, Trustee

2017 9850

2017 SEP 13 AM 9:43

C E R T I F I C A T E

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

February 8, 2019

Re: Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville and assigning same to wards.

I, Linda Spence, City Clerk of the City of Bentonville, Arkansas certify that the attached is a true and correct copy of Ordinance No. 2017-155 of the City of Bentonville, Arkansas. Said ordinance was adopted by the Bentonville City Council and approved by the Mayor of Bentonville on the 12th day of September, 2017, and is properly recorded in the records of the City of Bentonville.


Linda Spence, City Clerk

FILED

2017 SEP 15 PM 3:49

TERRA O'BRIEN
CLERK PROBATE COURT
BENTON COUNTY, ARK

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

CC 2017-20

ORDER CONFIRMING ANNEXATION

Now on this day is presented to the Court the complete file for the annexation of certain land to the City of Bentonville, Benton County, Arkansas, under this file number, including specifically a copy of the plat of the annexed property and a copy of the resolution or ordinance of the governing body of the city or town accepting the property for annexation, and having reviewed the file and all things considered, the Court finds that all the requirements of § 14-40-609 of the Arkansas Code have been complied with and further that the annexation is in all respects proper, including if applicable, that the annexing city or town has included in the legal description included with its resolution or ordinance accepting the property for annexation certain dedicated public roads and rights of way abutting or traversing the property to be annexed if required by the Court's previous order entered in this file.

IT IS THEREFORE CONSIDERED AND ORDERED that the annexation of the above described lands to the City of Bentonville, Benton County, Arkansas, is hereby confirmed and that the same is and shall hence forth comprise a part of the City of Bentonville,

STATE OF ARKANSAS, Benton County, Arkansas.
COUNTY OF BENTON, CERTIFICATE OF CLERK
I, BETSY HARRELL, Clerk of the County and Probate Courts
in and for the County and State aforesaid, do hereby certify
that this instrument of writing is a true and complete copy,
and the same appears of record in County Court
Book 2017 Page 2879 being on file in my said office.
I have hereunto set my hand and official seal this 11th
day of February, 2019.
BETSY HARRELL, Clerk
By 

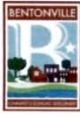

HON. BARRY MOEHRING, County Judge

Date

Sept. 14, 2017



2017 2879



City Council Agenda Items
For City Council Meeting of August 13, 2019
From the August 6, 2019 Planning Commission Meeting

Ordinance accepting a property line adjustment of Lot 21, Block 7 of Deming's Addition, Dennis C. Spradlin, Trustee, 415 NW 4th Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 8-9, Block 7, Deming's Addition, creating new Lot 21, Block 7 (+/- .38 acres). The plat dedicates 20-foot utility easements along street frontages and a 7.5-foot utility easement along the southern property line. The plat dedicates additional right-of-way along NW D Street and NW 4th Street to meet the requirements of the Master Street Plan.

Ordinance accepting a property line adjustment of Lots 3-4 of Greenwich Village Communities and Lot 31 of Bentonville Industrial Park South, 2303 SE J Street, LLC, 2303 SE J Street, C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 1-2, Greenwich Village Communities and Lot 29, Bentonville Industrial Park South, creating new Lots 3 (+/- 1.72 acres) and 4 (+/- 5.96 acres), Greenwich Village Communities and Lot 34 (+/- 3.84 acres), Bentonville Industrial Park South. The plat dedicates a 10-foot utility easement along the northern property line, a mutual access easement between Lots 3 and 4, and a drainage easement on Lot 4.

Ordinance accepting a final plat of Windmill Farms Subdivision, Tri-Par, Inc., 9004 Windmill Road, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A final plat creating Windmill Farms Subdivision, a 10-lot, single-family subdivision with nine buildable lots. All non-bondable items and guarantees of improvement have been completed and a final inspection performed and approved.

Ordinance changing real estate from C-3, Mixed-Use Commercial to C-2, General Commercial Clayton and Sheila Eversole Trustees, Southwest I Street and Southwest Regional Airport Boulevard.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas typically represent the least restrictive commercial zoning district and properties in this zone are meant to serve the planning area and highway travelers. The proposed rezoning can potentially be justified due to the site's adjacency to two major roadways, surrounding land uses, and general compatibility with the Future Land Use Plan.

Ordinance changing real estate from R-3, Medium-Density Residential to DE, Downtown Edge Crowhow, LLC, Kerry and Regina Laman, and Nathan Maxwell, Southeast 7th Street.

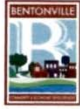
The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Edge zoning district is meant to create areas of transition between the Downtown Core with its retail emphasis and residential uses on the edge of the downtown commercial area. The proposed rezoning can potentially be justified due to the site's surrounding land uses and the site's general compatibility with the Future Land Use Plan.

Ordinance changing real estate from DN-4, Downtown Mixed-Use Residential to C-2, General Commercial, Crystal Bridges Museum of American Art, Inc., Southeast E Street.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. General Commercial areas typically represent the least restrictive commercial zoning district and properties in this zone are meant to serve the planning area and highway travelers. The proposed rezoning can potentially be justified due to the site's surrounding land uses and adjacency to an arterial road (SE 8th Street).



Consent Agenda Items

For Planning Commission meeting of August 6, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on July 30, 2019 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.

Property Line Adjustment: Lot 21, Block 7, Deming's Addition, Dennis C. Spradlin Trustee, 415 NW 4th Street, R-1, Single-Family Residential, (PLA19-0019)

A Property Line Adjustment of Lots 8-9, Block 7, Deming's Addition, creating New Lot 21, Block 7 (+/- .38 acres). The plat dedicates 20-foot utility easements along their street frontages, and a 7.5-foot utility easement along the southern property line. The plat dedicates additional right-of-way along NW D Street and NW 4th Street to meet the requirements of the Master Street Plan.

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

Property Line Adjustment: Lots 3-4 Greenwich Village Communities & Lot 34, Bentonville Industrial Park South, 2303 SE J Street, LLC, 2303 SE J Street, C-2, General Commercial, (PLA19-0021)

A Property Line Adjustment of Lots 1-2, Greenwich Village Communities and Lot 29, Bentonville Industrial Park South, creating new Lots 3 (+/- 1.72 acres) and 4 (+/- 5.96 acres), Greenwich Village Communities and Lot 34 (+/- 3.84 acres), Bentonville Industrial Park South. The plat dedicates a 10-foot utility easement along the northern property line, a mutual access easement between Lots 3 and 4, and a drainage easement on Lot 4.

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

Final Plat: Windmill Farms Subdivision, Tri-Par, Inc., 9004 Windmill Road, R-1, Single-Family Residential, (FP19-0004)

Final Plat creating Windmill Farms Subdivision, a 10 lot, single-family subdivision with nine buildable lots. All non-bondable items and guarantees of improvement have been completed, and a final inspection performed and approved.

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



SIGNED _____
BENTONVILLE
COMMISSION

SIGNED _____
MAYOR CITY

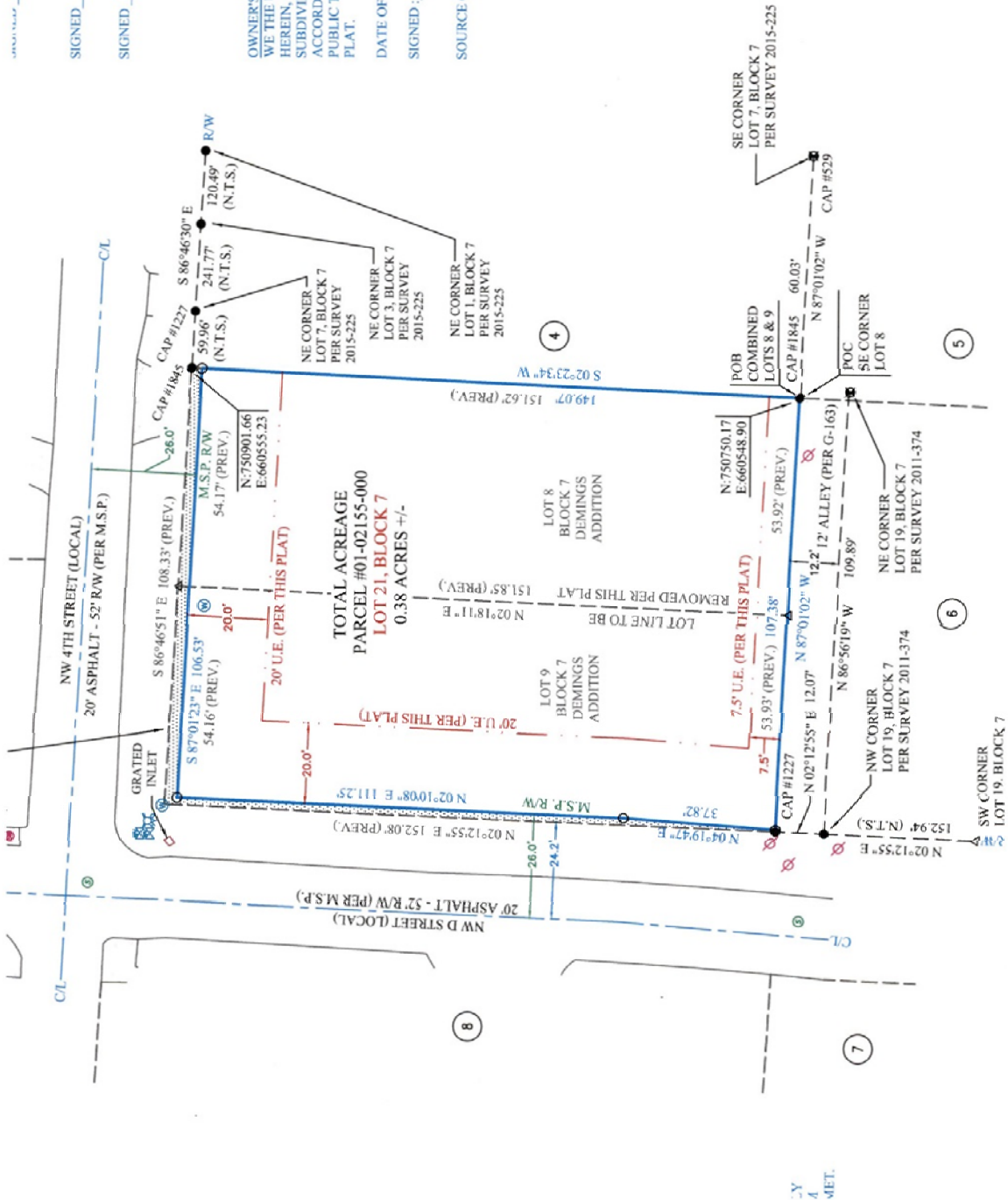
SIGNED _____
CITY CLERK,

OWNER'S CERTIFICATION:
WE THE UNDERSIGNED,
HEREIN, DO HEREBY CEI
SUBDIVIDED AND DO HI
ACCORDANCE WITH THE
PUBLIC THE STREETS, A
PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

SOURCE OF TITLE: DEED



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
21, BLOCK 7 OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA19-0019).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 21, Block 7 of Deming's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 6, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 21, Block 7 of Deming's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

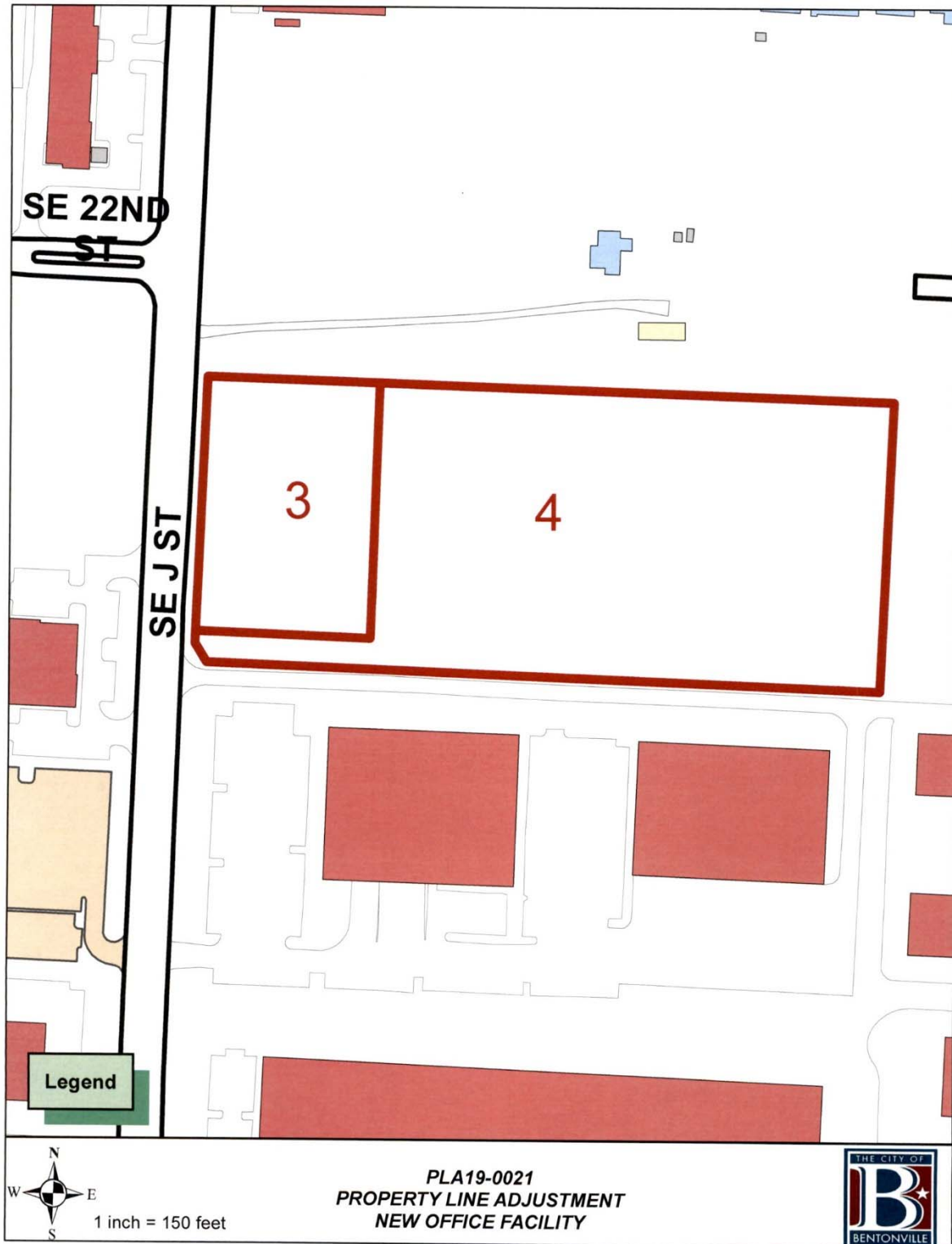
PASSED AND APPROVED this _____ day of _____, 2019.

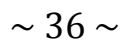
APPROVED:

ATTEST:

MAYOR

CITY CLERK





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
3-4 OF GREENWICH VILLAGE COMMUNITIES AND LOT 34 OF
BENTONVILLE INDUSTRIAL PARK SOUTH TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA19-0021).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 3-4 of Greenwich Village Communities and Lot 34 of Bentonville Industrial Park South of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 6, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 3-4 of Greenwich Village Communities and Lot 34 of Bentonville Industrial Park South to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

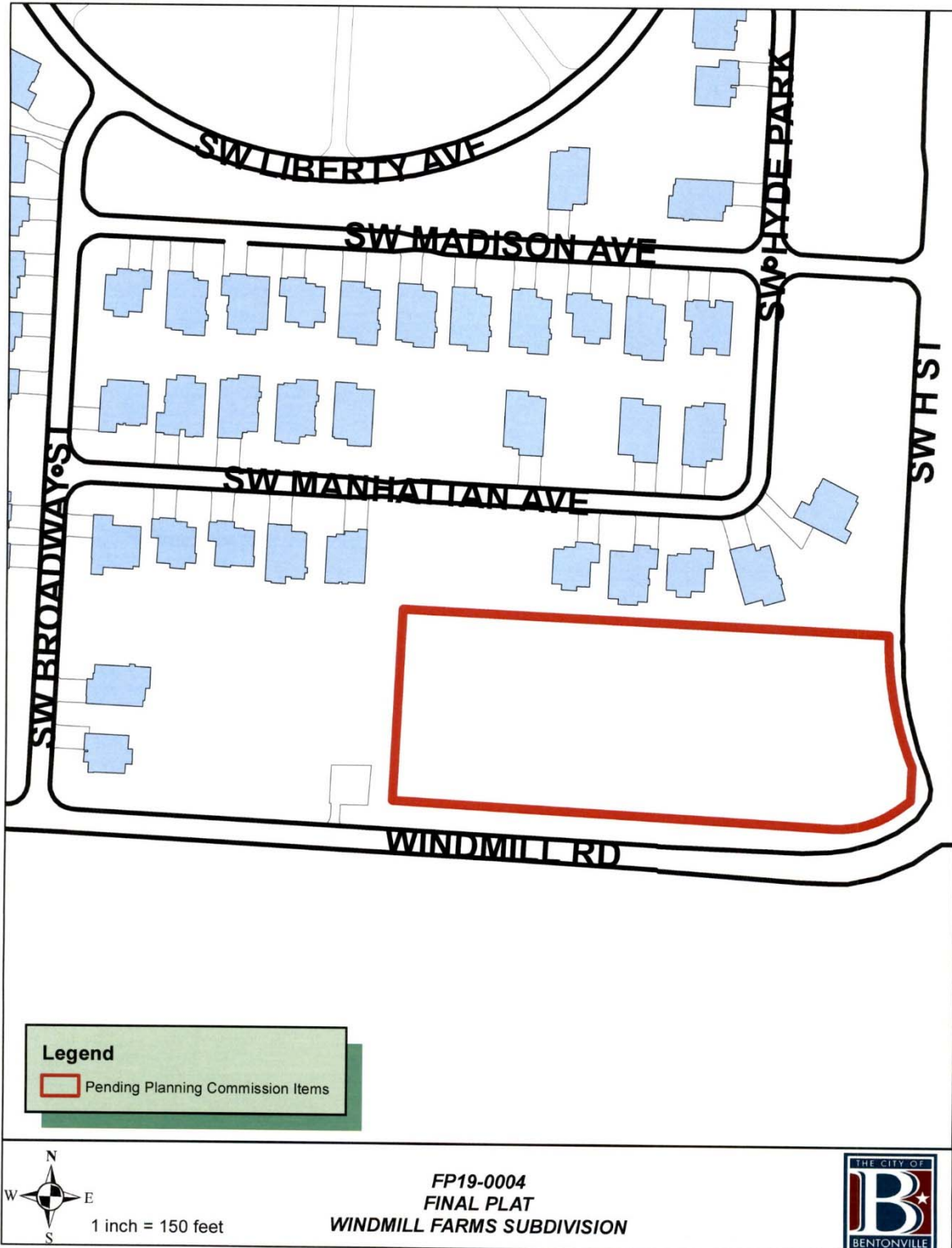
PASSED AND APPROVED this _____ day of _____, 2019.

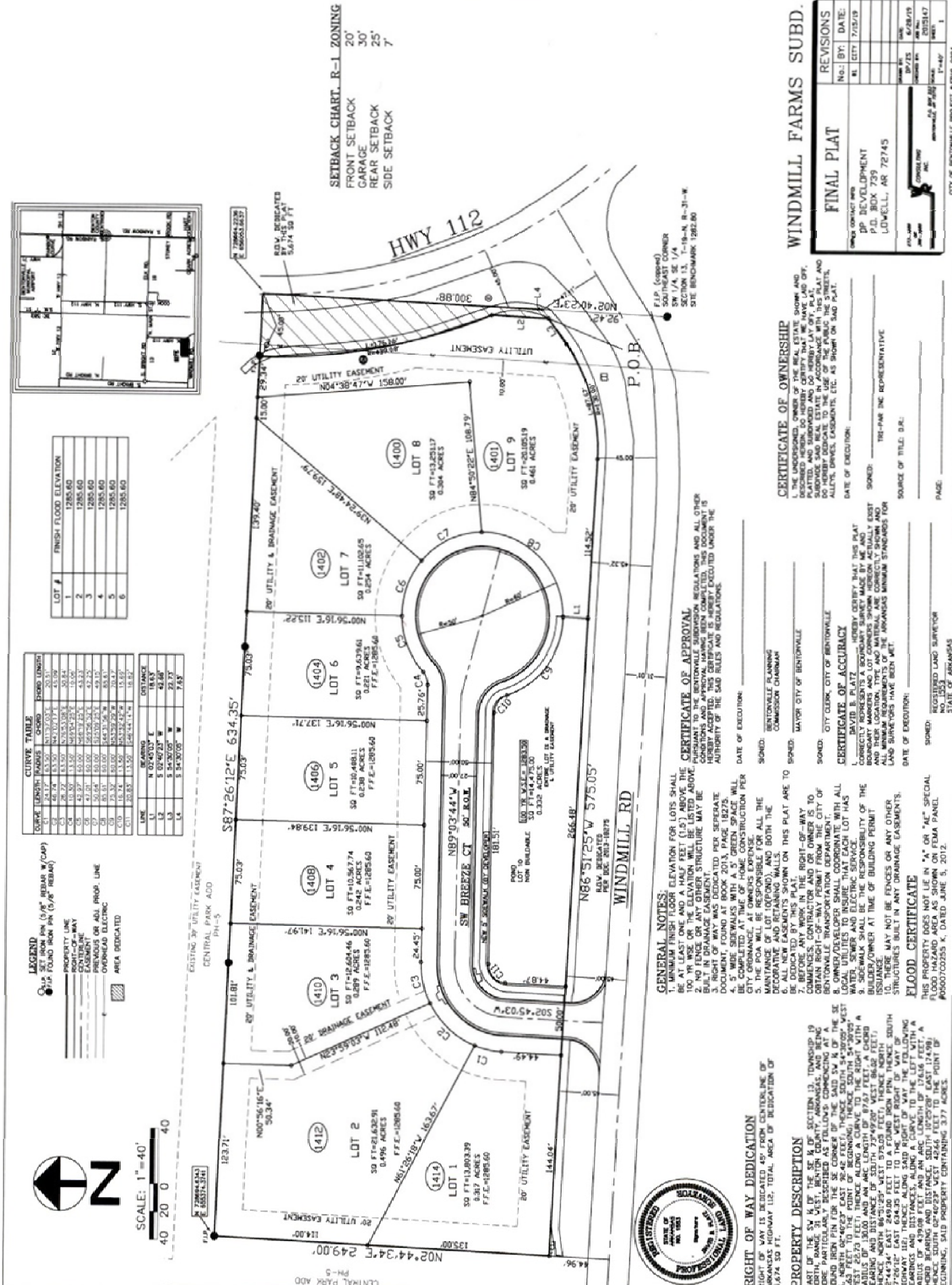
APPROVED:

ATTEST:

MAYOR

CITY CLERK





LOT #	FINISH FLOOD ELEVATION
1	1285.60
2	1285.60
3	1285.60
4	1285.60
5	1285.60
6	1285.60

CURVE TABLE			
CHORD LENGTH	CHORD RADIUS	CHORD ANGLE	CHORD LENGTH
1	1.0000	0.0000	1.0000
2	1.9998	0.0000	1.9998
3	2.9994	0.0000	2.9994
4	3.9988	0.0000	3.9988
5	4.9979	0.0000	4.9979
6	5.9968	0.0000	5.9968
7	6.9954	0.0000	6.9954
8	7.9938	0.0000	7.9938
9	8.9918	0.0000	8.9918
10	9.9895	0.0000	9.9895
11	10.9868	0.0000	10.9868
12	11.9838	0.0000	11.9838
13	12.9804	0.0000	12.9804
14	13.9767	0.0000	13.9767
15	14.9726	0.0000	14.9726
16	15.9682	0.0000	15.9682
17	16.9635	0.0000	16.9635
18	17.9585	0.0000	17.9585
19	18.9532	0.0000	18.9532
20	19.9476	0.0000	19.9476
21	20.9417	0.0000	20.9417
22	21.9355	0.0000	21.9355
23	22.9290	0.0000	22.9290
24	23.9222	0.0000	23.9222
25	24.9151	0.0000	24.9151
26	25.9078	0.0000	25.9078
27	26.9002	0.0000	26.9002
28	27.8924	0.0000	27.8924
29	28.8843	0.0000	28.8843
30	29.8760	0.0000	29.8760
31	30.8674	0.0000	30.8674
32	31.8586	0.0000	31.8586
33	32.8495	0.0000	32.8495
34	33.8402	0.0000	33.8402
35	34.8307	0.0000	34.8307
36	35.8210	0.0000	35.8210
37	36.8111	0.0000	36.8111
38	37.8010	0.0000	37.8010
39	38.7907	0.0000	38.7907
40	39.7802	0.0000	39.7802
41	40.7695	0.0000	40.7695
42	41.7586	0.0000	41.7586
43	42.7475	0.0000	42.7475
44	43.7362	0.0000	43.7362
45	44.7247	0.0000	44.7247
46	45.7130	0.0000	45.7130
47	46.7011	0.0000	46.7011
48	47.6890	0.0000	47.6890
49	48.6767	0.0000	48.6767
50	49.6642	0.0000	49.6642
51	50.6515	0.0000	50.6515
52	51.6386	0.0000	51.6386
53	52.6255	0.0000	52.6255
54	53.6122	0.0000	53.6122
55	54.5987	0.0000	54.5987
56	55.5850	0.0000	55.5850
57	56.5711	0.0000	56.5711
58	57.5570	0.0000	57.5570
59	58.5427	0.0000	58.5427
60	59.5282	0.0000	59.5282
61	60.5135	0.0000	60.5135
62	61.4986	0.0000	61.4986
63	62.4835	0.0000	62.4835
64	63.4682	0.0000	63.4682
65	64.4527	0.0000	64.4527
66	65.4370	0.0000	65.4370
67	66.4211	0.0000	66.4211
68	67.4050	0.0000	67.4050
69	68.3887	0.0000	68.3887
70	69.3722	0.0000	69.3722
71	70.3555	0.0000	70.3555
72	71.3386	0.0000	71.3386
73	72.3215	0.0000	72.3215
74	73.3042	0.0000	73.3042
75	74.2867	0.0000	74.2867
76	75.2690	0.0000	75.2690
77	76.2511	0.0000	76.2511
78	77.2330	0.0000	77.2330
79	78.2147	0.0000	78.2147
80	79.1962	0.0000	79.1962
81	80.1775	0.0000	80.1775
82	81.1586	0.0000	81.1586
83	82.1395	0.0000	82.1395
84	83.1202	0.0000	83.1202
85	84.1007	0.0000	84.1007
86	85.0810	0.0000	85.0810
87	86.0611	0.0000	86.0611
88	87.0410	0.0000	87.0410
89	88.0207	0.0000	88.0207
90	89.0002	0.0000	89.0002
91	90.0000	0.0000	90.0000
92	91.0000	0.0000	91.0000
93	92.0000	0.0000	92.0000
94	93.0000	0.0000	93.0000
95	94.0000	0.0000	94.0000
96	95.0000	0.0000	95.0000
97	96.0000	0.0000	96.0000
98	97.0000	0.0000	97.0000
99	98.0000	0.0000	98.0000
100	99.0000	0.0000	99.0000
101	100.0000	0.0000	100.0000
102	101.0000	0.0000	101.0000
103	102.0000	0.0000	102.0000
104	103.0000	0.0000	103.0000
105	104.0000	0.0000	104.0000
106	105.0000	0.0000	105.0000
107	106.0000	0.0000	106.0000
108	107.0000	0.0000	107.0000
109	108.0000	0.0000	108.0000
110	109.0000	0.0000	109.0000
111	110.0000	0.0000	110.0000
112	111.0000	0.0000	111.0000
113	112.0000	0.0000	112.0000
114	113.0000	0.0000	113.0000
115	114.0000	0.0000	114.0000
116	115.0000	0.0000	115.0000
117	116.0000	0.0000	116.0000
118	117.0000	0.0000	117.0000
119	118.0000	0.0000	118.0000
120	119.0000	0.0000	119.0000
121	120.0000	0.0000	120.0000
122	121.0000	0.0000	121.0000
123	122.0000	0.0000	122.0000
124	123.0000	0.0000	123.0000
125	124.0000	0.0000	124.0000
126	125.0000	0.0000	125.0000
127	126.0000	0.0000	126.0000
128	127.0000	0.0000	127.0000
129	128.0000	0.0000	128.0000
130	129.0000	0.0000	129.0000
131	130.0000	0.0000	130.0000
132	131.0000	0.0000	131.0000
133	132.0000	0.0000	132.0000
134	133.0000	0.0000	133.0000
135	134.0000	0.0000	134.0000
136	135.0000	0.0000	135.0000
137	136.0000	0.0000	136.0000
138	137.0000	0.0000	137.0000
139	138.0000	0.0000	138.0000
140	139.0000	0.0000	139.0000
141	140.0000	0.0000	140.0000
142	141.0000	0.0000	141.0000
143	142.0000	0.0000	142.0000
144	143.0000	0.0000	143.0000
145	144.0000	0.0000	144.0000
146	145.0000	0.0000	145.0000
147	146.0000	0.0000	146.0000
148	147.0000	0.0000	147.0000
149	148.0000	0.0000	148.0000
150	149.0000	0.0000	149.0000
151	150.0000	0.0000	150.0000
152	151.0000	0.0000	151.0000
153	152.0000	0.0000	152.0000
154	153.0000	0.0000	153.0000
155	154.0000	0.0000	154.0000
156	155.0000	0.0000	155.0000
157	156.0000	0.0000	156.0000
158	157.0000	0.0000	157.0000
159	158.0000	0.0000	158.0000
160	159.0000	0.0000	159.0000
161	160.0000	0.0000	160.0000
162	161.0000	0.0000	161.0000
163	162.0000	0.0000	162.0000
164	163.0000	0.0000	163.0000
165	164.0000	0.0000	164.0000
166	165.0000	0.0000	165.0000
167	166.0000	0.0000	166.0000
168	167.0000	0.0000	167.0000
169	168.0000	0.0000	168.0000
170	169.0000	0.0000	169.0000
171	170.0000	0.0000	170.0000
172	171.0000	0.0000	171.0000
173	172.0000	0.0000	172.0000
174	173.0000	0.0000	173.0000
175	174.0000	0.0000	174.0000
176	175.0000	0.0000	175.0000
177	176.0000	0.0000	176.0000
178	177.0000	0.0000	177.0000
179	178.0000	0.0000	178.0000
180	179.0000	0.0000	179.0000
181	180.0000	0.0000	180.0000
182	181.0000	0.0000	181.0000
183	182.0000	0.0000	182.0000
184	183.0000	0.0000	183.0000
185	184.0000	0.0000	184.0000
186	185.0000	0.0000	185.0000
187	186.0000	0.0000	186.0000
188	187.0000	0.0000	187.0000
189	188.0000	0.0000	188.0000
190	189.0000	0.0000	189.0000
191	190.0000	0.0000	190.0000
192	191.0000	0.0000	191.0000
193	192.0000	0.0000	192.0000
194	193.0000	0.0000	193.0000
195	194.0000	0.0000	194.0000
196	195.0000	0.0000	195.0000
197	196.0000	0.0000	196.0000
198	197.0000	0.0000	197.0000
199	198.0000	0.0000	198.0000
200	199.0000	0.0000	199.0000
201	200.0000	0.0000	200.0000
202	201.0000	0.0000	201.0000
203	202.0000	0.0000	202.0000
204	203.0000	0.0000	203.0000
205	204.0000	0.0000	204.0000
206	205.0000	0.0000	205.0000
207	206.0000	0.0000	206.0000
208	207.0000	0.0000	207.0000
209	208.0000	0.0000	208.0000
210	209.0000	0.0000	209.0000
211	210.0000	0.0000	210.0000
212	211.0000	0.0000	211.0000
213	212.0000	0.0000	212.0000
214	213.0000	0.0000	213.0000
215	214.0000	0.0000	214.0000
216	215.0000	0.0000	215.0000
217	216.0000	0.0000	216.0000
218	217.0000	0.0000	217.0000
219	218.0000	0.0000	218.0000
220	219.0000	0.0000	219.0000
221	220.0000	0.0000	220.0000
222	221.0000	0.0000	221.0000
223	222.0000	0.0000	222.0000
224	223.0000	0.0000	223.0000
225	224.0000	0.0000	224.0000
226	225.0000	0.0000	225.0000
227	226.0000	0.0000	226.0000
228	227.0000	0.0000	227.0000
229	228.0000	0.0000	228.0000
230	229.0000	0.0000	229.0000
231	230.0000	0.0000	230.0000
232	231.0000	0.0000	231.0000
233	232.0000	0.0000	232.0000
234	233.0000	0.0000	233.0000
235	234.0000	0.0000	234.0000
236	235.0000	0.0000	235.0000
237	236.0000	0.0000	236.0000
238	237.0000	0.0000	237.0000
239	238.0000	0.0000	238.0000
240	239.0000	0.0000	239.0000
241	240.0000	0.0000	240.0000
242	241.0000	0.0000	241.0000
243	242.0000	0.0000	242.0000
244	243.0000	0.0000	243.0000
245	244.0000	0.0000	244.0000
246	245.0000	0.0000	245.0000
247	246.0000	0.0000	246.0000
248	247.0000	0.0000	247.0000
249	248.0000	0.0000	248.0000
250	249.0000	0.0000	249.0000
251	250.0000	0.0000	250.0000
252	251.0000	0.0000	251.0000
253	252.0000	0.0000	252.0000
254	253.0000	0.0000	253.0000
255	254.0000	0.0000	254.0000
256	255.0000	0.0000	255.0000
257	256.0000	0.0000	256.0000
258	257.0000	0.0000	257.0000
259</			

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF WINDMILL FARMS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: FP19-0004).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Windmill Farms Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 6, 2019; and,

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

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

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

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

Section 1: That the final plat of Windmill 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Eversole Trustees

SW I Street and SW Regional Airport Boulevard

PC Date: 8/6/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	RZ19-0021
Applicant / Current Owner	Clayton and Shelia Eversole, Trustees PO Box 183 Rogers, AR 72757
Site Area	+/- 2.22 acres
Current Zoning	C-3, Mixed-Use Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located at the southwest corner of the intersection of SW I Street and SW Regional Airport Boulevard. The site is currently zoned C-3, Mixed-Use Commercial. Adjacent zonings are C-2, General Commercial to the north and west, C-3, Mixed-Use Commercial to the east, and R-4, High-Density Residential to the south.

Relationship to the General Plan

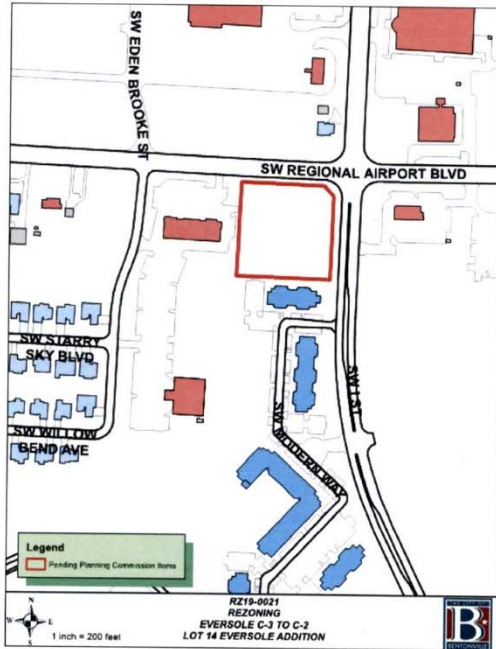
The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas typically represent the least restrictive commercial zoning district, and properties in this zone are meant to serve the planning area and highway travelers.

Analysis

The proposed rezoning can potentially be justified due to the site's adjacency to two major roadways, surrounding land uses, and general compatibility with the Future Land Use Plan.

<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

July 1, 2019

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

RE: Plaza Tire rezoning application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Eversole Revocable Trust, Clayton & Sheila Eversole Trustees, owner of real property located in the City of Bentonville, for consideration of a rezoning of request for Benton County parcel #01-16606-000 from C-3, Central Commercial to C-2 General Commercial. The property is approximately 2.2 acres located at the southwest intersection of SW I Street & SW Regional Airport Blvd (Hwy 12) in Bentonville, AR.

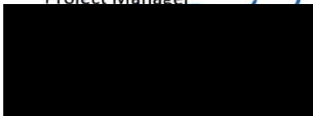
Pending approval of this rezoning request, a proposed development plan will be submitted. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. All necessary utilities for the proposed development are available on or adjacent to the subject tract. Zoning of the subject tract as C-2 general commercial use will be compatible with the surrounding commercial uses and provide services commonly found along major arterial corridors. Screening and buffering for the multi-family residential use south of the property will be established as part of the forthcoming Large Scale Development of the subject property.

Traffic generated by this development will utilize the existing cross access easements provided from the adjoining Naples Subdivision to the west and a possible right-in right-out driveway on SW I Street. Details for signage, architectural appearance and site lighting will also be provided with the upcoming Large Scale Development plan for this project. Surrounding streets currently meet the city master street plan designations and no further street improvements are expected to be required with development of the subject property.

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-3, CENTRAL COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0021).

WHEREAS, Clayton and Sheila Eversole Trustees 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-3, Central Commercial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 14 OF EVERSOLE ADDITION TO THE CITY OF BENTONVILLE AS RECORDED IN BENTON COUNTY ARKANSAS PLAT BOOK 2016 PAGES 611 & 612; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 6, 2019 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-3, Central 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-3, Central 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 _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

Crowhow LLC

SE 7th Street

PC Date: 8/6/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	RZ19-0022
Applicant / Current Owner	Crowhow LLC 224 SE 2 nd Street Bentonville, AR 72712
Site Area	+/- .91 acres
Current Zoning	R-3, Medium-Density Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial

Property Description

This property is located south of SE 7th Street, west of SE E Street, and east of SE D Street. The site is currently zoned R-3, Medium-Density Residential. Adjacent zonings are DN-4, Downtown Mixed-Use Residential to the north and east, DE, Downtown Edge, to the south, and R-1, Single-Family Residential to the west.

Relationship to the General Plan

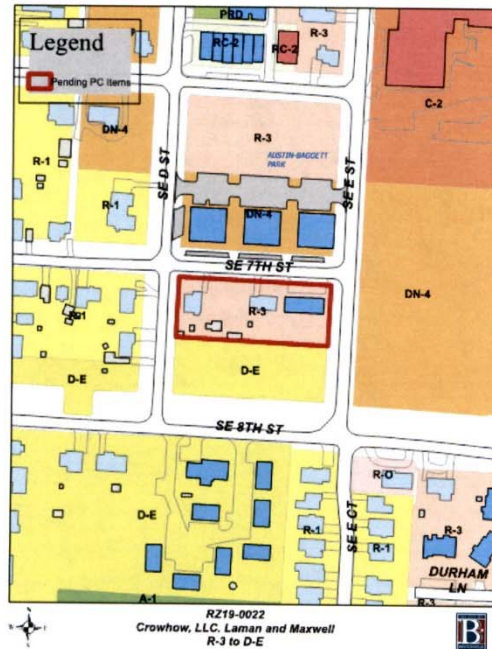
The Future Land Use Plan currently depicts this property as Downtown Commercial. The Downtown Edge zoning district is meant to create areas of transition between the Downtown Core with its retail emphasis and residential uses on the edge of the downtown commercial area.

Analysis

The proposed rezoning can potentially be justified due to the site's surrounding land uses and the site's general compatibility with the Future Land Use Plan.

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

Location Map



ECOLOGICAL DESIGN GROUP, INC.

314 S 3rd Street
Rogers, AR 72756



July 1, 2019

City of Bentonville Planning Commission
Community Development Building
305 SW "A" Street
Bentonville, Arkansas 72712

Re: SE 7th Street Rezoning Request

To the City of Bentonville Planning Commission:

On behalf of Crowhow, LLC, Ecological Design Group (EDG) is submitting this rezone request for the following parcels:

- 01-03598-000
- 01-03597-000
- 01-03596-000

All the properties are currently zoned R-3: Medium Density Residential. The requested change in zoning is to accommodate a higher intensity zoning district, DE: Downtown Edge.

The proposed DE zoning is complimentary to the surrounding zoning. The DE zoning district is also complimentary to the Downtown Commercial land use as identified in the Bentonville Community Plan (adopted 10/23/2018).

The applicant is aware the City of Bentonville will require the development to meet commercial design standards. The applicant desires to develop a mixed-use/commercial building on the property and will follow the standards as identified in the City of Bentonville Zoning Ordinance and the City of Bentonville Land Development Code. The proposed development will have appropriate form and scale to the surrounding properties and future developments. Signage may be installed with this project, but this will not be determined until the project goes through the design and LSD process. All signage will meet the standards identified by the City of Bentonville. The location is desired by the applicant because of its proximity to downtown, compatibility of adjacent land uses, the existing road network, site access, and complimentary developments in the nearby area.

A 6" water line is available to the east and west of the property and an 8" water line is available to the north of the property. For sewer service to this property, it is expected that a main extension of approximately 40 linear feet and a manhole will be required.

Respectfully submitted,

ECOLOGICAL DESIGN GROUP, INC.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM DENSITY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ19-0022).

WHEREAS, Crowhow, LLC, Kerry and Regina Laman, and Nathan Maxwell 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 R-3, Medium Density Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE WEST 134 FEET OF THE NORTH 125 FEET OF BLOCK "L" IN ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. AND PART OF BLOCK "L" ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 175 FEET NORTH OF AND 107 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK "L"; THENCE NORTH 125 FEET, MORE OR LESS, TO THE STREET; THENCE WEST 75 FEET, THENCE SOUTH 125 FEET, THENCE EAST 75 FEET TO THE POINT OF BEGINNING. AND A PART OF BLOCK L, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 175 FEET NORTH OF THE SE CORNER OF SAID BLOCK L; THENCE NORTH 125, MORE OR LESS, TO THE NE CORNER OF SAID BLOCK L; THENCE WEST 107 FEET; THENCE SOUTH 125 FEET; THENCE EAST 107 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH AND EASEMENT ACROSS THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED LAND: PART OF BLOCK L, ORCHARD ADDITION, CITY OF BENTONVILLE, DESCRIBED AS BEGINNING AT THE SE CORNER OF SAID BLOCK L; THENCE WEST 230 FEET; THENCE NORTH 175 FEET; THENCE EAST 230 FEET; THENCE SOUTH 175 FEET TO THE PLACE OF BEGINNING.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 6, 2019 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-3, Medium Density Residential to DE, Downtown Edge.

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 R-3, Medium Density Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Crystal Bridges Museum of American Art, Inc.

SE E Street

PC Date: 8/6/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	RZ19-0023
Applicant / Current Owner	North Arkansas Wholesale Company, Inc. 702 SW 8 th Street Bentonville, AR 72712
Site Area	+/- 3.5 acres
Current Zoning	DN-4, Downtown Mixed-Use Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Downtown Commercial

Property Description

This property is located northeast of the corner of SE E Street and SE 8th Street. The site is currently zoned DN-4, Downtown Mixed-Use Residential. Adjacent zonings are C-2, General Commercial, to the north, DN-4, Downtown Mixed-Use Residential, to the east and west, and R-O, Residential Office, to the south.

Relationship to the General Plan

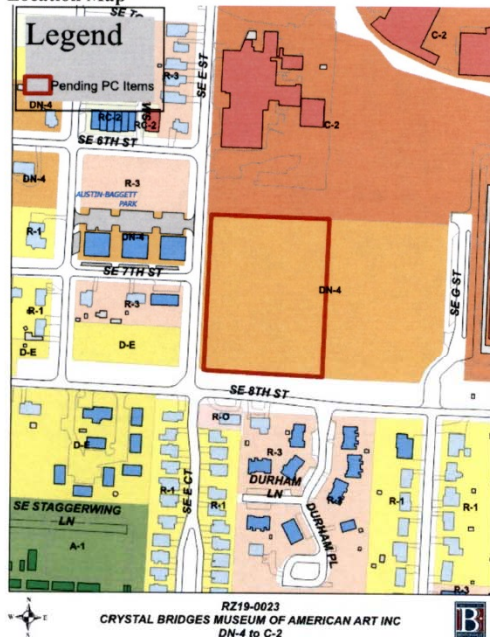
The Future Land Use Plan currently depicts this property as Downtown Commercial. General Commercial areas typically represent the least restrictive commercial zoning district, and properties in this zone are meant to serve the planning area and highway travelers.

Analysis

The proposed rezoning can potentially be justified due to the site's surrounding land uses and adjacency to an arterial road (SE 8th Street).

<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

July 1, 2019

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

RE: Momentary Parking Garage rezoning application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Crystal Bridges-Museum of American Art (CBMAA), owner of real property located in the City of Bentonville, for consideration of a rezoning of request for Benton County parcels #01-03605-000, 01-03605-001, 01-03604-000, and 01-03600-000 from DN-4, Downtown Mixed-use Residential to C-2 General Commercial. The property is approximately 3.82 acres located at the NE corner of SE 8th Street and SE E Street in Bentonville, AR.

This rezoning request is being proposed to allow flexibility of future expansion and development adjacent to the Momentary facility currently under construction to the north of the subject property. Development will be consistent with the allowable uses under the current city of Bentonville zoning code. All necessary utilities for the proposed development are available on the subject tract. Zoning of the subject tract as general commercial use, while not precisely consistent with the downtown commercial land use plan designation, will be compatible with the surrounding districts in a rapidly changing part of the city. Future SE 8th Street expansions according to the city master plan will bring many new opportunities to the area. Screening and buffering will be established as part of the forthcoming Large Scale Development of the subject property.

Traffic generated by future development of the property will utilize the surrounding street network and access will be demonstrated on future Large Scale Development applications for consideration. Details for signage, architectural appearance and site lighting will also be provided with the upcoming Large Scale Development plans for this property. The City of Bentonville plans for widening of SE 8th Street will further enhance access to this property and the surrounding areas.

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0023).

WHEREAS, Crystal Bridges Museum of American Art, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-4, Downtown Mixed-Use Residential to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF BLOCK "M" AND "N" OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT A FOUND 5/8" REBAR WITH CAP LS #1789 BEING THE SOUTHWEST CORNER OF LOT 2 OF MARKET ADDITION AS RECORDED ON PLAT BOOK 2016, BOOK 430 - 432 ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SE 8TH STREET PER DEED BOOK 2016, PAGE 30264;THENCE WITH SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:1. NORTH 87°02'44" WEST 343.11 FEET TO A FOUND 5/8" REBAR WITH CAP #1021;2. NORTH 78°17'23" WEST 10.62 FEET TO A FOUND 5/8" REBAR WITH CAP #1021 ON THE EAST RIGHT-OF-WAY LINE OF SE E STREET PER PLAT BOOK 2, PAGE 175;THENCE WITH SAID EAST RIGHT-OF-WAY LINE, NORTH 02°36'14" EAST 466.93 FEET TO A FOUND 5/8" REBAR AT THE NW CORNER OF THE SOUTH HALF OF BLOCK "N" OF PLAT 2, PAGE 175 AND PLAT BOOK 2004, PAGE 906;THENCE SOUTH 88°06'27" EAST 351.60 FEET TO A FOUND 5/8" REBAR WITH CAP LS #1002 PER PLAT BOOK 2010, PAGE 59528 BEING THE NORTHWEST CORNER OF AFOREMENTIONED LOT 2;THENCE WITH THE WEST LINE OF SAID LOT 2, SOUTH 02°21'36" WEST 475.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 166,345 SQUARE FEET OR 3.82 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 6, 2019 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 DN-4, Downtown Mixed-Use Residential 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 DN-4, Downtown Mixed-Use Residential to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Jon Stanley

Department

Planning

Phone

271-3122

ACTION REQUIRED:

Resolution accepting right-of-way dedication from the LSD18-0022 Capstone 6-Plex project. Right-of-way dedication was needed due to necessary road improvements as required by the Master Street Plan for this project.

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: Jon Stanley, Senior Planner
Date: Thursday, August 1, 2019
Re: Right of Way Dedication for LSD18-0022 Capstone 6-Plex

Capstone 6-plex is a private development located at 600 SW 6th Street. This project is currently undergoing the final steps in the entitlement process and is hoping to begin construction soon. As part of this development, public street and sidewalk improvements are required to be constructed. Due to the requirements of the current Master Street Plan, additional right-of-way dedication will be necessary to construct these public street and sidewalk improvements. The City of Bentonville is not able to accept these improvements as a donated asset while part of it resides outside of the existing right-of-way.

The owners of this development have offered to donate the additional right-of-way to the City, which corrects the issue of these improvements being constructed outside of the public right-of-way. Attached is the legal description and exhibit describing the location of the proposed right-of-way to be dedicated. Staff is seeking City Council approval and acceptance of the right-of-way dedication.

Please contact me with any questions or concerns regarding this project. My telephone number is (479) 271-3122 or I can be reached via email at jstanley@bentonvillear.com.

Tract No. _____
Page 1

RIGHT OF WAY GRANT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned **Grantee**, cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, **Grantee**, their successors and assigns, a permanent easement to lay, construct, remove, enlarge, maintain, inspect and repair a City street, with public right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

ALL OF LOT 10A BLOCK 6 OF GILMORE'S ADDITION IN BENTONVILLE,
BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-40
RECORDED IN THE CIRCUIT CLERK'S OFFICE IN BENTONVILLE.

RIGHT OF WAY DESCRIPTION: (See Exhibit "A")

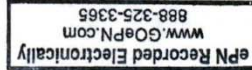
PART OF LOT 10A BLOCK 6 OF GILMORE'S ADDITION IN BENTONVILLE,
BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-40
RECORDED IN THE CIRCUIT CLERK'S OFFICE, AND BEING MORE
PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 10A; THENCE N01°54'00"E
74.37; THENCE S88°03'09"E 4.50 FEET; THENCE S01°54'00"W 71.22 FEET;
THENCE S87°19'25"E 135.18 FEET; THENCE N47°22'26"E 14.22 FEET; THENCE
S02°04'17"W 11.62 FEET; THENCE N87°58'16"W 149.77 FEET TO THE POINT OF
BEGINNING, CONTAINING 725 SQUARE FEET OR 0.017 ACRES, MORE OR
LESS.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities as may be required in the future, and maintaining said street. Grantees shall have and are hereby granted the further right at all time to remove from said lands all vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restrict access, constitutes a hazard, or endangers the safety of said street, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

RTC - Recording Aet 19

Tract No. _____
Page 1



RIGHT OF WAY GRANT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned **Grantee**, cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, a permanent easement to lay, construct, remove, enlarge, maintain, inspect and repair a City street, with public right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

ALL OF LOT 10A BLOCK 6 OF GILMORE'S ADDITION IN BENTONVILLE,
BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-40
RECORDED IN THE CIRCUIT CLERK'S OFFICE IN BENTONVILLE.

RIGHT OF WAY DESCRIPTION: (See Exhibit "A")

PART OF LOT 10A BLOCK 6 OF GILMORE'S ADDITION IN BENTONVILLE,
BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-40
RECORDED IN THE CIRCUIT CLERK'S OFFICE, AND BEING MORE
PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 10A; THENCE N01°54'00"E
74.37; THENCE S88°03'09"E 4.50 FEET; THENCE S01°54'00"W 71.22 FEET;
THENCE S87°19'25"E 135.18 FEET; THENCE N47°22'26"E 14.22 FEET; THENCE
S02°04'17"W 11.62 FEET; THENCE N87°58'16"W 149.77 FEET TO THE POINT OF
BEGINNING, CONTAINING 725 SQUARE FEET OR 0.017 ACRES, MORE OR
LESS.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities as may be required in the future, and maintaining said street. Grantees shall have and are hereby granted the further right at all time to remove from said lands all vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restrict access, constitutes a hazard, or endangers the safety of said street, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

RTC - Recording Area 19

Tract No. _____
Page 2

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described right of way, and no trees shall be planted by Grantor or his successors on said right of way. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this right of way by virtue of Grantees' exercise of the rights under this agreement.

Grantees agree to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across or under said right of way without the written permission of Grantees.

TO HAVE AND TO HOLD the above described right of way unto said grantees, its successors and assigns, forever or until said right of way if finally abandoned.

Grantor also agrees to forever warrant and defend the above described right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this 9 day of July, 2019.

Capstone Investments Group, LLC
Srinivasulu Ramakrishnan, Director

Capstone Investments Group, LLC
Shankar Satappagol, Director

Tract No. _____
Page 3

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

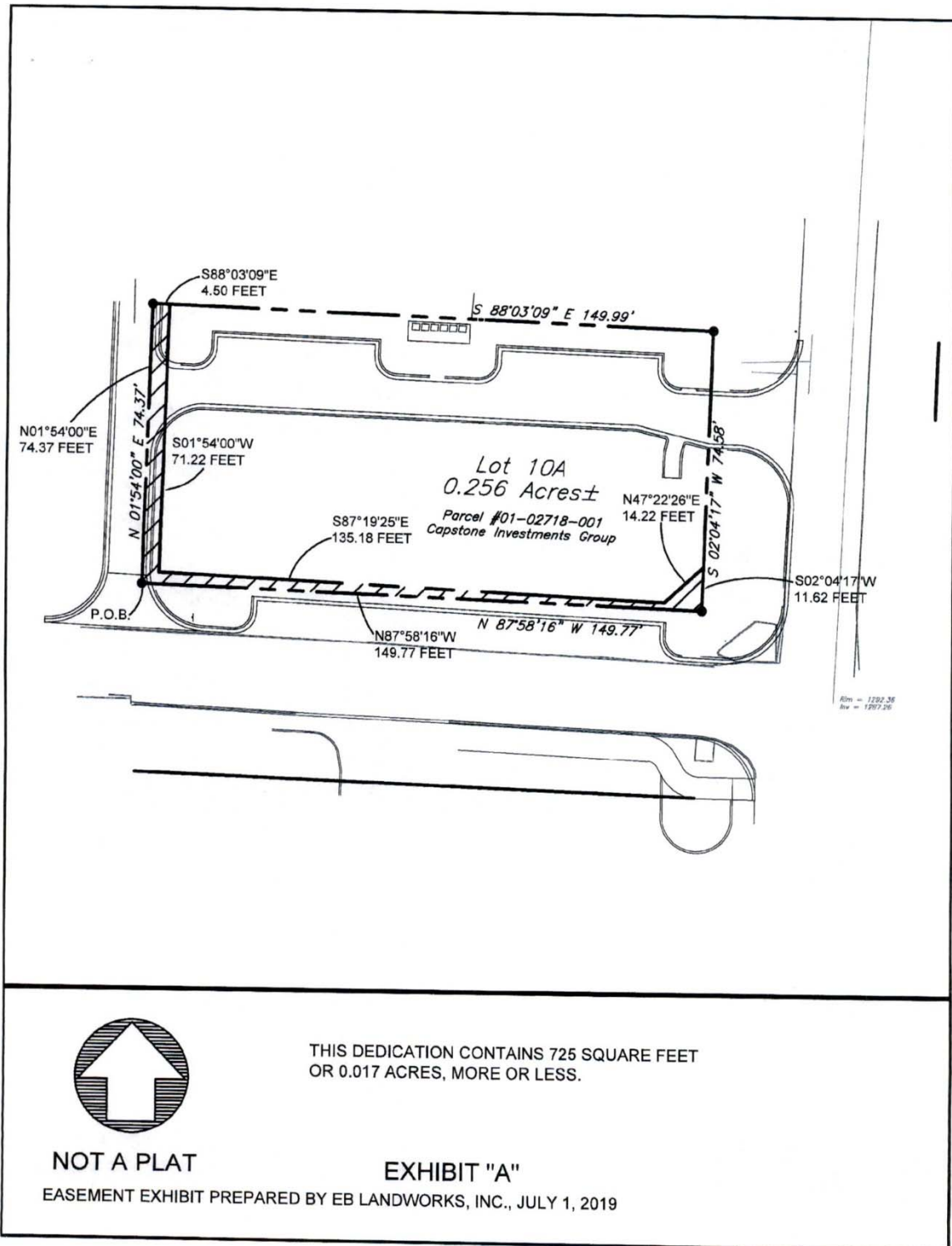
BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared * Capstone Investment group and Capstone Investment group * authorized agent of Capstone Investment group and Capstone Investment group to me well known as the person or persons who executed the foregoing right of way grant, and that had executed the same for consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 9 day of July, 2019
* Srinivasulu Ramakrishnan ; Shankar Sarappagouda *



My Commission Expires: _____

Notary Public



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING RIGHT OF WAY
DEDICATION FROM LSD18-0022, CAPSTONE 6-PLEX TO
THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the right of way donation proposed from LSD18-0022, Capstone 6-Plex is attached hereto as Exhibit A should be and the same is hereby accepted by the City of Bentonville.

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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Danielle Semsrott

Department

Planning

Phone

(479) 271-3122

ACTION REQUIRED:

Recognition by City Council of Greg and Andrea Placzek who reside at 501 NW A Street. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.

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

Date: July 31, 2019

To: Bentonville City Council

From: Danielle Semsrott, AICP, Senior Planner

RE: Residential Landscaping of the Month Award

Dear Bentonville City Council,

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The Residential Landscaping of the Month Award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

Bentonville residents can nominate themselves or others for the award. Greg and Andrea Placzek, who reside at 501 NW A Street, are the winners for the month of August in the residential category. The property was nominated by a Bentonville resident. Andrea learned how to garden from her mother-in-law, who grew up in the Ozarks. Andrea and Steve design and plant the garden together, choose natives when possible and focus on perennials. Recently, they have been working on a full sun garden.

Award winners are honored by the Mayor at a City Council meeting and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the "Bentonville Focus".

Respectfully,


Danielle Semsrott, AICP
Senior Planner





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a Street Right of Way located in Gilmore's Addition at 604 SW 5th Street, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE





VAC19-0019
Proposed ROW Vacation

1 inch = 56 feet



ORDINANCE NO _____

**AN ORDINANCE VACATING AN STREET RIGHT OF WAY LOCATED IN
GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC19-0019).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Sand Creek Engineering asking the City Council to vacate a street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PART OF THE SE¼ OF THE NW¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF BLOCK 2 OF GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS RECORDED IN PLAT BK. A PG. 37; THENCE NORTH 87°35'27" WEST A DISTANCE OF 197.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°35'27" WEST A DISTANCE OF 12.38 FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE NORTH 02°24'05" EAST A DISTANCE 93.61 FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE SOUTH 87°19'37" EAST A DISTANCE 13.43 FEET; THENCE SOUTH 03°02'37" WEST A DISTANCE OF 93.55 FEET TO THE POINT OF BEGINNING, CONTAINING 1,208 SQ FT OR 0.028 ACRES, MORE OR LESS.

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

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

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

A PART OF THE SE¼ OF THE NW¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF BLOCK 2 OF GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS RECORDED IN PLAT BK. A PG. 37; THENCE NORTH 87°35'27" WEST A DISTANCE OF 197.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°35'27" WEST A DISTANCE OF 12.38 FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE NORTH 02°24'05" EAST A DISTANCE 93.61

FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE SOUTH 87°19'37"
EAST A DISTANCE 13.43 FEET; THENCE SOUTH 03°02'37" WEST A DISTANCE OF 93.55 FEET
TO THE POINT OF BEGINNING, CONTAINING 1,208 SQ FT OR 0.028 ACRES, MORE OR LESS.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

**STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a drainage and utility easement requested for Lot 24 of Kensington Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

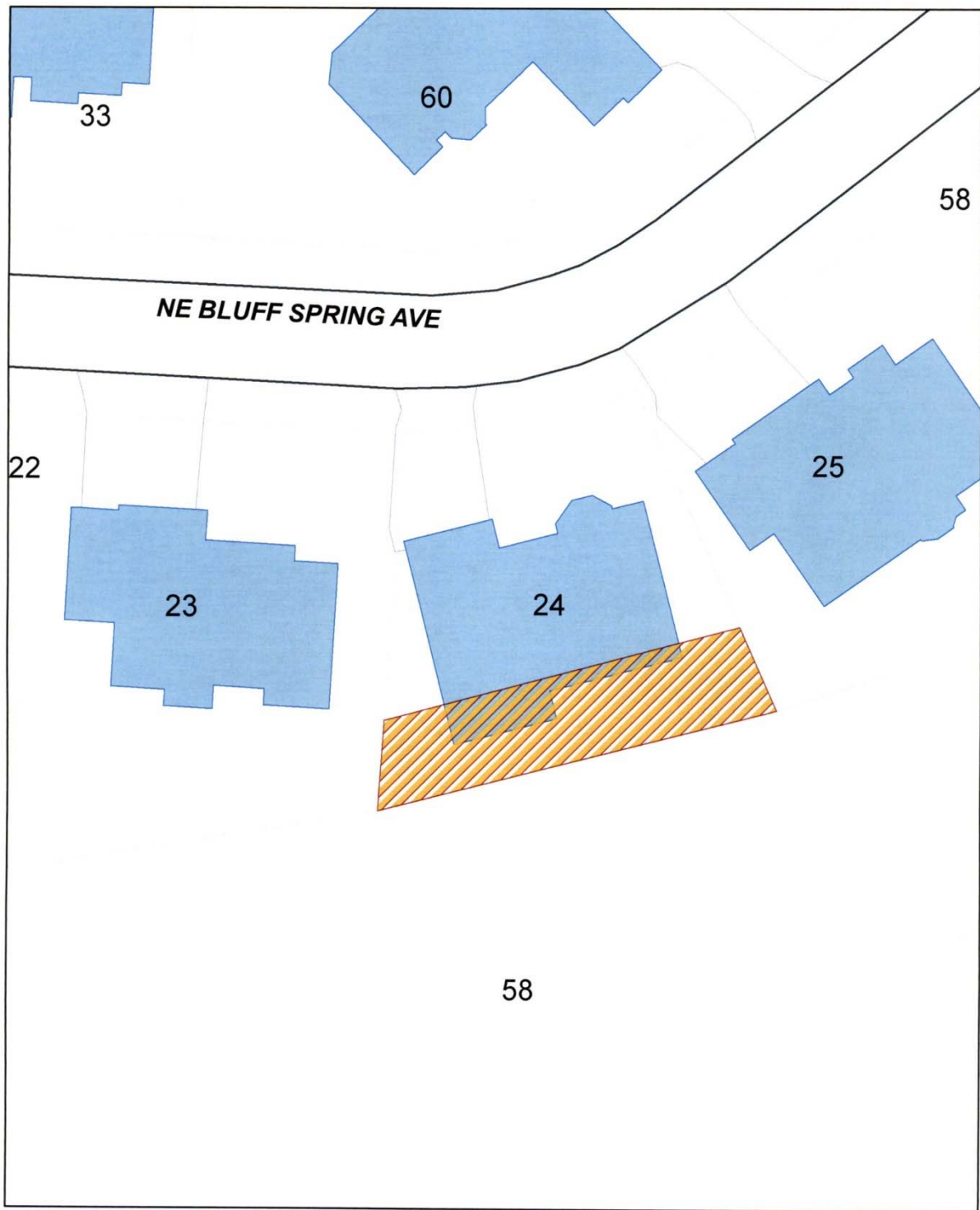
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





VAC19-0026
Proposed Easement Vacation

1 inch = 33 feet

ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT
LOCATED AT LOT 24 OF KENSINGTON SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC19-0026)**

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

Beginning at the Southwest Corner of said Lot 24.
Thence N03°00'18"E, 25.00';
Thence N75°27'48"E, 101.88';
Thence S24°40'46"E, 25.00';
Thence S75°51'07"W, 113.82' to the point of beginning.

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

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

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

Beginning at the Southwest Corner of said Lot 24.
Thence N03°00'18"E, 25.00';
Thence N75°27'48"E, 101.88';
Thence S24°40'46"E, 25.00';
Thence S75°51'07"W, 113.82' to the point of beginning.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

**STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

(479) 271-3168

ACTION REQUIRED:

The Circular Terminal Apron Project at the Bentonville Municipal Airport is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$29,991.80 more than the original contract amount of \$349,616.00. A previous change order in the amount of \$28,391.80 was previously approved. A reconciliation change order in the amount of \$1,600.00 is necessary to close out the project.

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





Date of Request: July 30, 2019



Memorandum

To: City Council and Mayor Orman

From: Ellen Norvell, City Engineer

Date: Tuesday, July 30, 2019

Re: VBT Circular Terminal Apron



Staff requests City Council approval of a final reconciliation change order in the amount of \$1,600.00 and budget adjustment in the amount of \$602.80 for the VBT Circular Terminal Apron Construction Project. The original contract amount was \$349,616.00. After completion of the project, the total construction cost was \$379,607.80 for a difference of \$29,991.80. One change order in the amount of \$28,391.80 was previously approved.

Thank you for your consideration of this request.



4701 Northshore Drive
North Little Rock, AR 72118
TEL 501 376 3833
FAX 501 372 8042
www.GarverUSA.com

Construction Contract Change Order

Project: VBT Terminal Apron - Phase 2 Grant No. 3677-18		Change Order No. 2							
Owner: City of Bentonville 117 West Central Bentonville, AR 72712		Date Prepared: July 19, 2019 Prepared by: Adam White, PE							
Description of Work Included in Contract This project includes the construction of Phase 2 of the west terminal apron at Bentonville Municipal Airport. The project also includes the lighting and marking for both Phase 1 and Phase 2.		Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd Siloam Springs, AR 72761							
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Adjustment of an existing irrigation line to account for the proposed light can installation. Attachments: None									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	CO-01.1	Irrigation Line Adjustment	LS	0	\$0.00	1	\$1,600.00	\$0.00	\$1,600.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Summation of Cost								\$0.00	\$1,600.00
Net Cost for this Change Order								\$0.00	\$1,600.00
Estimated Project Cost				Time Change					
Original Contract Amount \$349,616.00				Contract Start Date November 8, 2018					
Previously Approved Changes \$28,391.80				Original Contract Time (calendar days) 60					
This Change Order \$1,600.00				Previously Approved Changes (calendar days) 45					
New Contract Amount \$379,607.80				Additional Contract Time This Change Order (calendar days) 0					
				Suspended Time (calendar days) 0					
				New Construction Completion Date February 21, 2019					
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE									
Engineer: Garver		Engineer's Signature				Project Manager		7/29/2019	
						Title		Date	
ACCEPTED BY CONTRACTOR		Contractor's Signature				Title		Date	
								7/29/19	
APPROVED BY OWNER		Owner's Signature				Title		Date	



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Resolution accepting a grant in an amount up to \$144,450.00 from the FAA for funding of the South East Taxiway Design and install Parallel Taxiway B Lighting North (Design) 'project and approval to execute any and all contracts associated with said grant and paid for by said grant. Total cost of the project is \$160,500.00. The remaining \$16,050.00 is anticipated to be reimbursed by the Arkansas Department of Aeronautics upon completion of the project.

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 Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: August 2, 2019

Re: AIP Grant for Southeast Side Taxiway Design and Install Parallel Taxiway B
Lighting North Design Only

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to accept a grant through the FAA Airport Improvement Program (AIP), and to allow the Mayor and City Clerk to execute any and all contracts associated with said grant and paid for by said grant. The grant request is for \$144,450.00. The total project cost is \$160,500.00. The Arkansas Department of Aeronautics has a program that will cover the remaining cost of \$16,050.00. The Arkansas Department of Aeronautics program is a reimbursement program and will be applied for at the end of the project.

This grant will facilitate the design of a parallel taxiway on the Southeast side of the paved runway 18/36. The grant will also facilitate the design of the installation of taxiway lighting for the Northeast parallel taxiway. This will reduce the need for back taxiing and will provide needed lighting to the Northeast parallel taxiway and will therefore be a safety improvement over existing conditions. The Southeast parallel taxiway will also provide a path for future hangar occupants to access the runway. This will open up the Southeast area of the airport for development.

Staff has reviewed this project with the FAA and the Arkansas Department of Aeronautics and recommends applying for the grant. The Airport Advisory Board has reviewed this project and recommends that the City accept said grant and move forward in a timely manner.



U.S. Department
of Transportation
Federal Aviation
Administration

SPONSOR COPY

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>JUL 12 2019</u>
Airport/Planning Area	<u>Bentonville Municipal/Louise M Thaden Field</u>
AIP Grant Number	<u>3-05-0006-014-2019</u>
DUNS Number	<u>075663237</u>
TO:	<u>City of Bentonville</u> (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a **Project Application dated June 27, 2019**, for a grant of Federal funds for a project at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bentonville Municipal/Louise M Thaden Field Airport (herein called the "Project") consisting of the following:

Construct Parallel Taxiway B South (Design); Install Parallel Taxiway B Lighting North (Design)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$144,450**. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$144,450 for airport development

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 21, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any

settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 2017, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 25. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 26. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 27. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital

Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Justin Barker
(Typed Name)

Manager Arkansas/Oklahoma
Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Bentonville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
 - a. Public Agency Sponsor:
It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 31. Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
 - b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.


**FAA
Airports**
**Current FAA Advisory Circulars Required for Use in AIP Funded
and PFC Approved Projects**

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars/and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	part Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

3-05-0006-014-2019

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision
* If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 06/20/2019		4. Applicant Identifier: KVBTT
5a. Federal Entity Identifier: 3-05-0006-014-2019		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Bentonville, Arkansas		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6000642		* c. Organizational DUNS: 0756632370000
d. Address:		
* Street1: 117 West Central Avenue		
Street2:		
* City: Bentonville		
County/Parish: Benton		
* State: AR: Arkansas		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 72712-5256		
e. Organizational Unit:		
Department Name: Bentonville Municipal Airport		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. * First Name: Chuck		
Middle Name:		
* Last Name: Chadwick		
Suffix:		
Title: Airport Manager		
Organizational Affiliation: Bentonville Municipal Airport		
* Telephone Number: 479-271-3135		Fax Number:
* Email: cchadwick@bentonvillear.com		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

East Taxiway Extension (Design Only)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant AR-003

* b. Program/Project AR-003

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 08/01/2019

* b. End Date: 08/31/2020

18. Estimated Funding (\$):

* a. Federal	144,450.00
* b. Applicant	16,050.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	160,500.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/28/2019 .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Stephanie

Middle Name:

* Last Name: Orman

Suffix:

* Title: Mayor

* Telephone Number: 479-271-3116

Fax Number:

* Email: sorman@bentonvillear.com

* Signature of Authorized Representative:

* Date Signed: 06/27/2019

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A		
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.		
Item 1.		
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes	☐ No
Item 2.		
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes	☐ No ☐ N/A
Item 3.		
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes	☒ No ☐ N/A
Item 4.		
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes	☒ No ☐ N/A
Item 5.		
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	☐ Yes	☒ No ☐ N/A
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No		
☐ The project is included in another Federal Assistance program. Its CFDA number is below.		
Item 6.		
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes	☒ No ☐ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:		
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.		
☐ Negotiated Rate equal to _____ on _____	% as approved by _____ (the Cognizant Agency) (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>		

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C
The Sponsor hereby represents and certifies as follows:
1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport: Development surrounding Bentonville Municipal Airport will be subject to Airport's airspace ordinances and local zoning codes.
2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith: None
3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows: None
4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. True
5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located. True
6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)). True
7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A
8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor holds all property as shown on the most recent update to the airport's master plan and the attached Exhibit A.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	AIP 3-05-0006-014-2019

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,500
2. Preliminary expense (Environmental Approvals)			9,000
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			150,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 160,500
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 160,500
19. Federal Share requested of Line 18			144,450
20. Grantee share			16,050
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 160,500

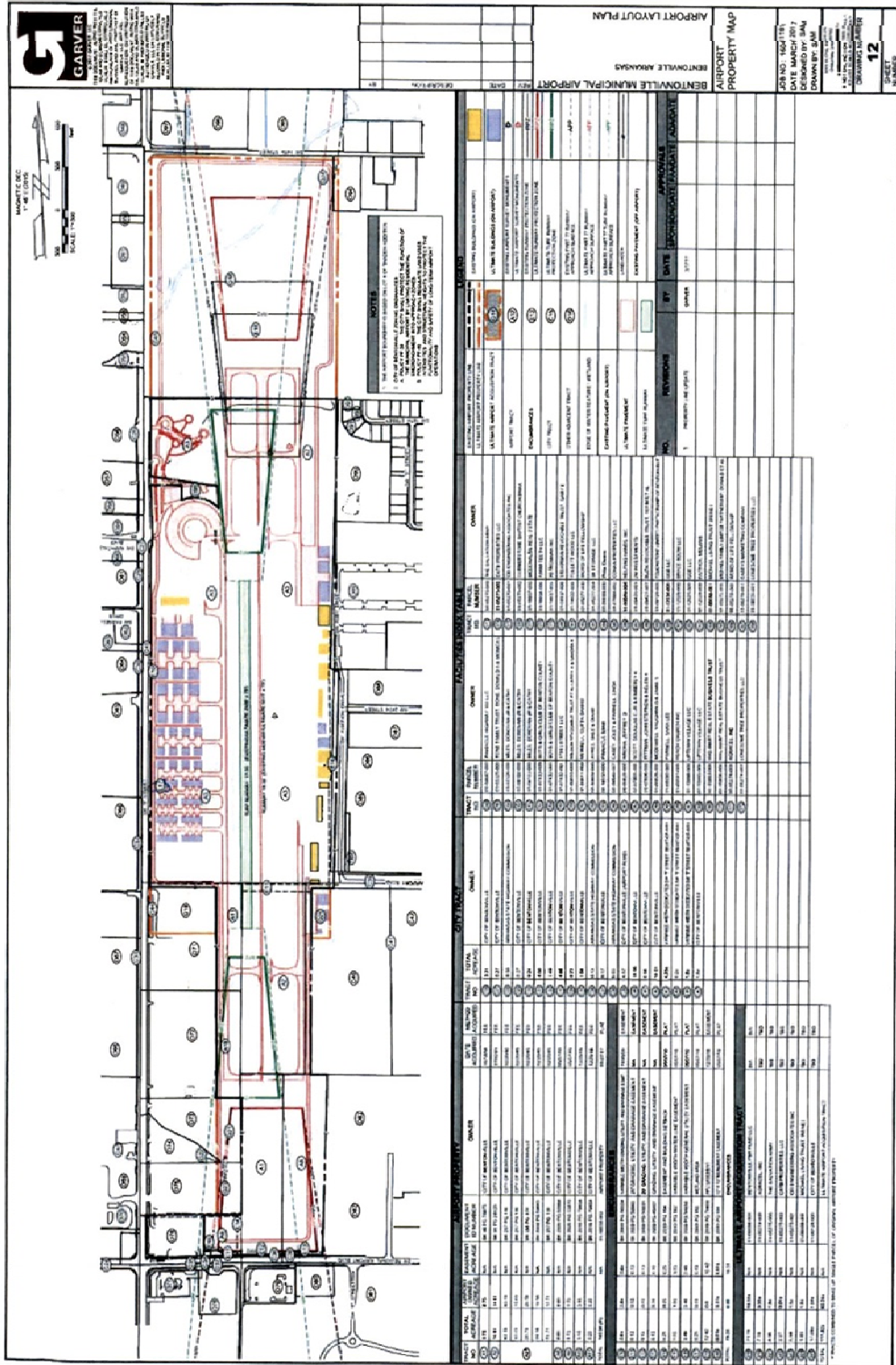
SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	16,050
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 16,050
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 16,050

SECTION E – REMARKS
(Attach sheets if additional space is required)
The sponsor will apply for a state grant at the completion of the project to be reimbursed for the remaining 10% of the project cost.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: East Taxiway Extension (Design-Only)
AIRPORT: Bentonville Municipal Airport
1. Objective: Construct a new parallel taxiway from the east terminal apron to the Runway 36 end. Install taxiway edge lighting and signage for the full east parallel taxiway.
2. Benefits Anticipated: Improved access to the Runway 36 end via the east side of the airfield.
3. Approach: (See approved Scope of Work in Final Application) This project will be phased in order to reduce the impact to the airport operations.
4. Geographic Location: Existing airport property, parallel to and on the east side of Runway 18-36. Bentonville Municipal Airport, Bentonville, Benton County, Arkansas.
5. If Applicable, Provide Additional Information: None Noted
6. Sponsor's Representative: (include address & telephone number) Chuck Chadwick, Airport Manager (479-271-3135) 117 West Central Avenue Bentonville, AR 72712





WORK ORDER NO. 08
City of Bentonville
VBT East Taxiway Extension (South)
Garver Project No. 19A13192

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.

Construct a new parallel taxiway from the east terminal apron to the Runway 36 end. Install taxiway edge lighting and signage for the full east parallel taxiway (Taxiway B).

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

SECTION 1 - SCOPE OF SERVICES

See Appendix A-8, 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
Surveys	\$9,200	Lump Sum
Geotechnical Investigation	\$9,050	Lump Sum
Preliminary Design	\$84,360	Lump Sum
Final Design	\$36,000	Lump Sum
Bidding Services	\$9,450	Lump Sum
Grant Closeout Services	\$1,940	Lump Sum
TOTAL FEE	\$150,000	

The lump sum amount to be paid under this agreement is \$150,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-8 with approximate current hourly rates for each employee classification. The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.



Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B-8 for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion), plus audited overhead, plus profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-8 will be increased annually with the first increase effective on or about July 1, 2020.

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-8 – Scope of Services
 - 3.1.2 Appendix B-8 – Rate Schedule & Man Hour Tables
 - 3.1.3 Appendix C-8 – Certification of the Engineer
 - 3.1.4 Appendix D-8 – Federal Contract Provisions
 - 3.1.5 Appendix E-8 – 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: 

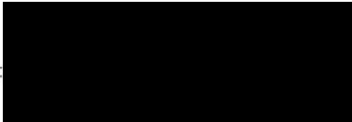
Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Attest: 

Attest: _____

Work Order No. 08
VBT East Taxiway Extension (South)

2 of 2

Garver Project No. 19A13192



APPENDIX A-8 - SCOPE OF SERVICES
City of Bentonville
VBT East Taxiway Extension (South)
Garver Project 19A13192

2.1 General

Generally, the scope of services includes surveying, design, and bidding services for improvements to the East Parallel Taxiway (Taxiway B) at Bentonville Municipal Airport. Improvements will consist primarily of approximately 1,800 linear feet of new parallel taxiway to the Runway 36 end, including lighting and signage, on the east side of the airfield as shown on the ALD. In addition, the project will include lighting and signage for the exiting portion of the parallel taxiway along the existing terminal apron and to Taxiway B3.

2.2 Surveys

2.2.1 Design Surveys

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

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

2.3 Geotechnical Services

Garver will use a Subconsultant (Grubbs, Hoskyn, Barton, & Wyatt) for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. Approximately eight (8) borings will be taken at approximately 200-ft intervals along the proposed taxiway and will be at least 10 feet deep. In addition, two (2) test pits will be excavated to collect bulk samples. Bulk sample testing will include Atterberg limits, gradation, proctor, and CBR testing.

2.4 Design Services

2.4.1 General

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



the proposed project.

2.4.2 Construction Safety & Phasing Plans (CSPP)

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

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

2.4.3 Airspace Analysis

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

2.4.4 DBE Coordination

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

2.4.5 Utility Coordination

Garver will coordinate with the Bentonville Water Department to determine the appropriate action for the 24-in water line that crosses the project area on the south side of the airfield.

2.4.6 Grading and Drainage

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

2.4.7 Pavement Design

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

2.4.8 Airfield Electrical

Garver will design the can and conduit taxiway edge lighting system and taxiway guidance signs and infrastructure for the section of the taxiway affected.

Taxiway edge light and guidance sign technology is expected to be LED, unless otherwise coordinated



with the Owner during design. In addition, Garver will design any necessary control system modifications required as a result of the designed field modifications.

2.4.9 Quality Control

Garver will establish a Quality Control Plan (QCP) for the project. The QCP will outline schedules, project goals, and team member responsibilities. Garver will also provide QC reviews at the preliminary and final design stages. Weekly internal progress meetings will be held during the preliminary and final design phases to ensure adequate quality control throughout the design phases.

2.5 Preliminary Design

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

2.5.1 Conceptual Planning Meeting

Garver will attend a conceptual meeting with the City's planning department to review the project scope and project schedule.

2.5.2 Preliminary Plans & Pre-Application Meeting

Garver will develop preliminary 90% plans and submit these to the City of Bentonville. Garver will attend a Pre-Application meeting with the City to review the project plans. Garver will then coordinate the submission of the preliminary plans for official City review.

2.6 Final Design

2.6.1 Final Construction Documents

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

2.7 Bidding Services

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



2.8 Grant Closeout Services

Garver will assist the Owner in the submission of grant closeout documents for the project. In addition, Garver will prepare and assist the Owner in the application of a matching state grant.

2.9 Construction Phase Services

To be added through a contract amendment.

2.10 Project Deliverables

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

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

2.11 Extra Work

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

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

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

2.12 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed.

APPENDIX B-8

BENTONVILLE MUNICIPAL AIRPORT EAST TAXIWAY EXTENSION

SURVEYS

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-5	S-4	2-man Crew (Survey)
	\$59.70 hr	\$51.07 hr	\$42.23 hr	\$36.40 hr	\$55.02 hr	\$41.50 hr	\$62.98 hr
1. Surveys - Topographic							
Coordination and Administration	2			2	2		
Establish Horizontal and Vertical Control							4
Topographic Surveys							24
Data Processing/DTM Preparation	1			4	2	8	
Subtotal - Surveying	3	0	0	6	4	8	28

Hours	3	0	0	6	4	8	28
Salary Costs	\$179.10	\$0.00	\$0.00	\$218.40	\$220.08	\$332.00	\$1,763.44

SUBTOTAL - SALARIES: **\$2,713.02**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$5,189.74**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$33.83
Postage/Freight/Courier	\$0.00
Travel Costs (3 Trips @ 45mi/Trip)	\$78.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$111.83**

SUBTOTAL: **\$8,014.59**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$1,185.41**

TOTAL FEE: **\$9,200.00**

APPENDIX B-8**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION****GEOTECHNICAL INVESTIGATION**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-2	C-2
	\$59.70	\$51.07	\$42.23	\$36.40	\$39.84	\$33.60	\$41.19
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Geotechnical Subconsultant	2						
Boring Layout				2			
Utility Coordination	2			4			
Review Geotechnical Report	1			4			
Subtotal - Civil Engineering	5	0	0	10	0	0	0
Hours	5	0	0	10	0	0	0
Salary Costs	\$298.50	\$0.00	\$0.00	\$364.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$662.50

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$1,267.30**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$4.73
Postage/Freight/Courier	\$0.00
Travel Costs (1 Trip @ 45mi/Trip)	\$26.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$30.73

SUBTOTAL: \$1,960.53

SUBCONSULTANTS FEE (GRUBBS): \$6,800.00

PROFESSIONAL FEE \$289.47

TOTAL FEE: \$9,050.00

APPENDIX B-8

BENTONVILLE MUNICIPAL AIRPORT EAST TAXIWAY EXTENSION

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$59.70	\$51.07	\$42.23	\$36.40	\$39.84	\$26.52	\$41.19
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Development of QC Plan	1			4			
Kickoff Meeting	2			4			
Conceptual Planning Meeting	4			6			
Coordination with Owner	8			8			
Airport Board Meetings (3)	9			9			
Coordination with FAA	10			10			
Site Visit (2)	8			16			
Utility Coordination	2			4			
Establish Design Criteria	1			4			
Horizontal Alignment	2			8		16	
Vertical Alignment and Modeling	4			8		30	
Drainage Design and Report	2			12			
Pavement Design & LCCA	2			6			
Construction Safety and Phasing Plan (CSPP)	2			6			
OE/AAA Airspace Analysis	1			2			
Preliminary Plans							
Cover Sheet & Index of Sheets (1)				1		2	
Survey Control Plan (1)	1			2		4	
General Notes (1)	1			2		4	
Construction Safety Drawings (5)	2			6		12	
Existing Conditions Plans (2)	1			2		4	
Erosion Control Plans and Details (2)	2			4		8	
Demolition Plans (1)	1			2		4	
Typical Sections (2)	2			4		8	
Plan and Profiles (4)	2			6		12	
Grading and Drainage Plans (4)	2			6		12	
Drainage Details (2)	1			4		8	
Pavement Marking Plans & Details (6)	2			4		8	
Miscellaneous Details (2)	1			2		4	
Specifications and Contract Documents	2			16			
Preliminary Engineer's Report	2			16			
Preliminary Quantities	2			8			
Cost	1			4			
Preliminary QC Review	8			8		20	8
Printing and Reproduction for Submittal	1			2			
Preliminary Owner Review Meeting	2			4			
Subtotal - Civil Engineering	94	0	0	210	0	156	8

2. Electrical Engineering							
Coordination with Design Team			8	8			
Site Visit (1)			4	6			
One-Line Diagram			2	6			
Preliminary Plans							
General Electrical Notes (1)			2	5			
Lighting Removal Plans (2)			4	8			
Lighting Installation Plans (4)			8	36			
Electrical Details (6)			4	12			
Vault Modifications			4	8			
Utility Coordination			2	4			
Specifications/Contract Documents			2	8			
Preliminary Engineer's Report			4	8			
Preliminary Quantities			4	12			
Cost			4	8			
Preliminary QC Review			4	8			
Subtotal - Electrical Engineering	0	0	56	137	0	0	0

Hours	94	0	56	347	0	156	8
--------------	-----------	----------	-----------	------------	----------	------------	----------

Salary Costs	\$5,611.80	\$0.00	\$2,364.88	\$12,630.80	\$0.00	\$4,137.12	\$329.52
---------------------	-------------------	---------------	-------------------	--------------------	---------------	-------------------	-----------------

SUBTOTAL - SALARIES: \$25,074.12

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$47,964.28**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$185.84
Postage/Freight/Courier	\$50.00
Travel Costs (5 Trips @ 45mi/Trip)	\$130.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$365.84

SUBTOTAL: \$73,404.24

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$10,955.76

TOTAL FEE: \$84,360.00

APPENDIX B-8

BENTONVILLE MUNICIPAL AIRPORT EAST TAXIWAY EXTENSION

FINAL DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$59.70 hr	\$51.07 hr	\$42.23 hr	\$36.40 hr	\$39.84 hr	\$26.52 hr	\$41.19 hr
1. Civil Engineering							
Pre-Application Meeting with Owner	3			6			
Coordination with Owner	4			4			
Airport Board Meetings (2)	6			6			
Coordination with FAA	4			4			
3-Year DBE Goal Update	1			4			
SWPPP Development	1			2	8		
Site Visit (1)	4			6			
Drainage Design and Report Updates	1			8			
Construction Safety and Phasing Plan (CSPP)	1			2			
Final Plans							
Cover Sheet & Index of Sheets (1)				1		1	
Survey Control Plan (1)				1		2	
General Notes (1)				1		2	
Construction Safety Drawings (5)	2			4		6	
Existing Conditions Plans (2)				1		2	
Erosion Control Plans and Details (2)	1			2		4	
Demolition Plans (1)	1			1		2	
Typical Sections (2)	1			2		4	
Plan and Profiles (4)	2			2		6	
Grading and Drainage Plans (4)	2			2		6	
Drainage Details (2)	1			2		4	
Pavement Marking Plans & Details (6)	1			2		4	
Miscellaneous Details (2)	1			2		2	
Specifications and Contract Documents	2			8			
Final Engineer's Report	1			4			
Final Quantities	1			4			
Final Engineer's Estimate of Probable Cost	1			2			
Final QC Review	4			4		8	4
Printing and Reproduction for Submittal	1			2			
Final Owner Review Meeting	2			4			
Subtotal - Civil Engineering	49	0	0	93	8	53	4

2. Electrical Engineering							
Coordination with Design Team			4	4			
One-Line Diagram			1	4			
Preliminary Plans							
General Electrical Notes (1)			1	2			
Lighting Removal Plans (2)			1	2			
Lighting Installation Plans (4)			2	10			
Electrical Details (6)			2	4			
Vault Modifications			1	2			
Utility Coordination			1	2			
Specifications/Contract Documents			1	4			
Final Engineer's Report			1	2			
Final Quantities			1	4			
Final Engineer's Estimate of Probable Cost			1	2			
Final QC Review			2	4			
Subtotal - Electrical Engineering	0	0	19	46	0	0	0

Hours	49	0	19	139	8	53	4
Salary Costs	\$2,925.30	\$0.00	\$802.37	\$5,059.60	\$318.72	\$1,405.56	\$164.76

SUBTOTAL - SALARIES: \$10,676.31

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$20,422.71**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$108.12
Postage/Freight/Courier	\$50.00
Travel Costs (3 Trips @ 45mi/Trip)	\$78.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$236.12

SUBTOTAL: \$31,335.14

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$4,664.85

TOTAL FEE: \$36,000.00

APPENDIX B-8

BENTONVILLE MUNICIPAL AIRPORT EAST TAXIWAY EXTENSION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$59.70	\$51.07	\$42.23	\$36.40	\$39.84	\$26.52	\$41.19
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense Bid Documents to Bidders	1						
Addendums/Inquiries	2						
Pre-Bid Meeting	6		4	8			
Bid Opening	6			8			
Prepare Bid Tabulation	2			4			
Evaluate Bids and Recommend Award	2			4			
Prepare Grant Application	4			10			
Subtotal - Civil Engineering	23	0	4	34	0	0	0

Hours	23	0	4	34	0	0	0
Salary Costs	\$1,373.10	\$0.00	\$168.92	\$1,237.60	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$2,779.62

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$5,317.14**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$62.73
Postage/Freight/Courier	\$50.00
Travel Costs (1 Trip @ 45mi/Trip)	\$26.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$138.73

SUBTOTAL: \$8,235.49

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,214.51

TOTAL FEE: \$9,450.00

APPENDIX B-8

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION**

CLOSEOUT SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$59.70	\$51.07	\$42.23	\$36.40	\$39.84	\$26.52	\$41.19
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
FAA Closeout Documents	2			12			
Subtotal - Civil Engineering	2	0	0	12	0	0	0

Hours	2	0	0	12	0	0	0
Salary Costs	\$119.40	\$0.00	\$0.00	\$436.80	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$556.20

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$1,063.95**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$26.82
Postage/Freight/Courier	\$50.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$76.82

SUBTOTAL: \$1,696.97

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$243.02

TOTAL FEE: \$1,940.00



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-05-0006-014-2019
STATE: ARKANSAS

CERTIFICATION OF ENGINEER

I hereby certify that I am Michael J Griffin, PE, and am a duly authorized representative of the firm of GARVER, LLC, whose address is 2049 E Joyce Blvd; Ste 400, Fayetteville, AR 72703, and that neither I nor the above firm I here represent has:

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

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

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

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

GARVER, LLC

By 

DATE:

8/1/2019



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

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

2. BREACH OF CONTRACT TERMS

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

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

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

3. CIVIL RIGHTS - GENERAL

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

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

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

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



not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

5. CLEAN AIR AND WATER POLLUTION CONTROL

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

6. DEBARMENT AND SUSPENSION



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

7. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

8. DISTRACTED DRIVING

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

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

9. ENERGY CONSERVATION REQUIREMENTS

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

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

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

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that



applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

- (1) As used in these specifications:



- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted



construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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



- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



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



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

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

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

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

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

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

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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



Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. TERMINATION OF CONTRACT

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

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

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

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

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach,



the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

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

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

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

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

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this



Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this



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

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

16. VETERAN'S PREFERENCE

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

17. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



East Taxiway
Project Area

Existing
Wetlands



BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, AR
EAST TAXIWAY EXTENSION

APPENDIX E-8
PROJECT EXHIBIT

FIGURE NUMBER

EXB

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE FAA FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT FOR SOUTHEAST TAXIWAY DESIGN AND INSTALL PARALLEL TAXIWAY B LIGHTING NORTH (DESIGN) PROJECT AT BENTONVILLE MUNICIPAL AIRPORT AND APPROVAL TO EXECUTE ANY AND ALL CONTRACTS ASSOCIATED WITH SAID GRANT AND PAID FOR BY SAID GRANT.

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 the Federal Aviation Administration for Airport Improvement Program Grant and to execute any and all contracts associated with said grant and paid for by said grant.

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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Dennis Birge

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Budget adjustment to accept funds from the Federal Aviation Administration and State of Arkansas Department of Aeronautics to cover 100% of the cost to design the Southeast expansion of Taxiway B at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Thursday, August 08, 2019
Re: Grant Acceptance for Design of the Southeast Taxiway B expansion

Staff requests City Council approval of a budget adjustment in the amount of \$144,450.00 from the Federal Aviation Administration. Staff also requests a budget adjustment in the amount of \$16,050.00 from the State of Arkansas Department of Aeronautics. These adjustments will cover the full cost (\$160,500.00) of the Design of the Southwest Taxiway B expansion Project at the Bentonville Municipal Airport. It is anticipated that the City will pay \$0.00 for this design.

Thank you for your consideration of this request. Please contact me at 479-271-5964 or dbirge@bentonvillear.com for any questions.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by: Mark Brightwell

Department: Engineering

Phone: 254-2026

ACTION REQUIRED:

Resolution allowing the Mayor and City Clerk to enter into an agreement with Morrison-Shipley Engineers, Inc. for professional services to design certain sidewalks within the City of Bentonville.

COST TO CITY:

Cost of this Request: \$39,900.00

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: Mark D. Brightwell, Staff Engineer
Date: Thursday, July 25, 2019
Re: 2019 Bentonville Sidewalk Improvements

The City of Bentonville has identified, through the Trails and Active Transportation Committee (TAT), locations of sidewalks that could be beneficial to the system. Below are a list of the areas identified:

- NE Cub Circle
- SW Regional Airport Boulevard
- SE C Street
- SW D Street
- SW 20th Street

Morrison-Shipley Engineers, Inc. was selected, through a selection committee, to perform professional engineering services for these sidewalk locations. These services include survey, design, Right of Way/Easement Writing Services, and additional service incidental to the design of the project list above.

Staff would like to have these projects designed and a professional engineering estimate created so we can estimate the cost of each project and be able to properly budget for them in the upcoming future.

The cost of this agreement is a not to exceed amount of \$39,900.00. Funding for this project will come from the Sidewalks-Streets 101630-47384 account in the amount of \$39,900.00.

Staff is seeking City Council approval allowing the Mayor to enter into an agreement with Morrison-Shipley Engineers, Inc. for professional services related to the design of these sidewalks.

Please feel free to contact me if there are any questions regarding this agreement. I can be reached by email at mbrightwell@bentonvillear.com or by phone at (479) 254-2026.

EXHIBIT "A"



**MORRISON
SHIPLEY**

July 22, 2019

Mr. Bryan Wick, CPESC, CFM
Engineering Project Manager
305 SW A Street
Bentonville, AR 72712
(479) 271-3168

**RE: *Proposal to Provide Professional Services
2019 Sidewalk Improvements
City of Bentonville, Arkansas***

Dear Bryan:

This Proposal is for engineering and surveying services to prepare construction plans for sidewalk improvements at various locations around the City. The sidewalk widths and locations will be as indicated on the City Master Street Plan, and all sidewalks and street crosswalks will be designed per ADA requirements. MSE's Construction Documents fees will include submitting plans for City staff review and attending meetings for concept planning, pre-application, and if required Planning Commission tech review.

PROJECT SCOPE:

The various locations/sections for the sidewalk improvements are as follows:

- NE Cub Circle – NE A Street to Tiger Blvd. This section of sidewalk will follow the outer side of Cub Circle and will extend approximately 500'.

2407 SE COTTONWOOD ST STE 1
BENTONVILLE AR 72712
479 273 2209

- SW Regional Airport Blvd – This section of sidewalk will follow the east side of SW Regional Airport Blvd, south of SW Roundstone Blvd, along the west side of the existing detention basin, and will extend approximately 200’.
- SE C Street – This section of sidewalk is just north of SE 22nd Street, adjacent to Bogle’s Garden City, and will connect the existing sidewalks along the west side of C street and will extend approximately 85’.
- SW D Street – SW 14th Street to SW 20th Street. This section of sidewalk will extend approximately 2,600’ on the east side of SW D Street.
- SW 20th Street – SW D street to S Walton Blvd. This section of sidewalk will extend approximately 850’ on the south side of SW 20th Street.

Morrison-Shiplay’s services for this project will consist of the following items for each section of proposed sidewalk:

Construction Documents:

1. Research R/W along the sidewalk locations for identifying existing R/W and acquiring additional R/W if needed.
2. If required, prepare R/W dedication documents and Temporary Construction Easement documents along proposed sidewalk alignment.
3. Provide topographic and features survey along project route, from back of curb to 10’ beyond R/W. Topographic survey will be used for the basis of our construction plans.
4. Preparation of construction plans to include all horizontal and vertical information needed to construct the sidewalks. Documents will not include design of any storm structures that may need modified.
5. Preparation of contract documents and technical specifications in a format that is suitable to the City of Bentonville.

Bidding Phase:

1. Prepare bidding documents for construction of public improvements. The documents will be provided for each section of sidewalk separately and be structured to allow the City to award the project as a whole or for only specific sections of sidewalk.
2. Prepare bidding advertisement and provide to the City of Bentonville for their submittal to local newspaper(s).
3. Coordinate reproduction of plans and specifications, and issue same to prospective bidders. MSE will pay for plan and specification reproduction costs for the "Issued for Bidding" set and then retain bidders' payments for such documents without refund to the contractors.
4. Receive and answer contractor questions during bidding period and issue addendums, if necessary.
5. Attend and/or conduct public bid opening on behalf of the City of Bentonville.
6. Prepare bid tabulation, provide recommendation of award letter to the City of Bentonville, and attend City Council meeting for same.
7. Review contract documents submitted by contractor for compliance with contract requirements. If acceptable, issue Notice to Proceed to contractor.

FEES:

Morrison-Shipley will be paid the following Lump Sum Fees for our services:

Basic Services

Construction Documents:	\$ 35,200.00
R/W – Easement Documents:	\$ 1,200.00 (\$400 each, 3 estimated)
Bidding Phase:	\$ 2,500.00
Reimbursables:	\$ 1,000.00 Estimated

Fee Conditions:

1. The Maximum fee for the scope of this project is **\$39,900.00** based on the schedule of fees above. If a variance in the number of R/W or Easement documents or Reimbursable expenses would cause the total fee to exceed the Maximum, this agreement shall be modified accordingly in advance of proceeding. Reimbursable Expenses shall be charged at our direct cost with zero (0) percent markup.
2. Services not listed in this Proposal or any changes to the project scope that are requested by the City of Bentonville, or other parties, after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.
3. For project delays that are in excess of 120 days, which are beyond our control, we reserve the right to request additional compensation.
4. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days from the invoice date.

EXCLUSIONS:

Morrison-Shipley has NOT included the following items in this proposal:

1. Outside agency review submittals and/or fees.
2. Storm system design.
3. Newspaper advertising fees.
4. Preparation of SW3P and/or oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance, among others.
5. Construction Phase Services.

If this Proposal is acceptable, please have it signed below and return a copy to me.

Please call me if there are any questions I can answer. Again, thank you for placing your confidence in Morrison-Shipley to complete this project!

Sincerely,
Morrison-Shipley Engineers, Inc.

Terms of this Proposal agreed to by:



John Wary, P.E.
Principal

Honorable Stephanie Orman
Mayor

Date: _____

Attachments: Terms and Conditions
Schedule of Hourly Billing Rates

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Any service(s) not listed in MSE's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by the Client prior to MSE proceeding with any work.

Revisions to the project scope requested by the Client which occur after MSE has been authorized to start its work, including modifications necessitated by operational or budget issues, value engineering, etc., will be considered Additional Services, and MSE's time required to make revisions to the site layout will be billed in addition to the stated fees in this agreement.

The Client shall pay MSE for all Additional Services an amount equal to the cumulative hours charged to the Project by each class of MSE's employees multiplied by the billing rate for each applicable billing class in accordance with the Schedule of Hourly Billing Rates, plus reimbursable expenses and fees charged by MSE's subconsultants.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by MSE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

BETTERMENT

If, due to MSE's negligence, a required item or component of the Project is omitted from MSE's construction documents, MSE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MSE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

MSE shall not be required to sign any documents, no matter by whom requested, that would result in MSE's having to certify, guarantee, or warrant the existence of conditions whose existence MSE cannot ascertain. The Client also agrees not to make resolution of any dispute with MSE or payment of any amount due to MSE in any way contingent upon MSE's signing any such certification. As used herein, the word "certify" shall mean an expression of MSE's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by MSE.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MSE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, MSE may call for renegotiation of appropriate portions of this Agreement. MSE shall notify the Client of the changed conditions necessitating renegotiation, and MSE and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision herein.

CHANGES IN THE WORK

MSE shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of

the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and the Client will pay MSE for these services in accordance with the Additional Services provisions of this Agreement.

CONFIDENTIALITY

MSE agrees to keep confidential and not to disclose to any person or entity, other than MSE's employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by MSE or furnished to MSE and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict MSE from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for MSE to defend itself from any legal action or claim.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor MSE, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and MSE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CONSTRUCTION OBSERVATION

If included in the Scope of Services of this Agreement, MSE shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and MSE, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MSE to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, MSE shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by MSE as Additional Services in accordance with the terms of this Agreement.

MSE shall not supervise, direct, or have control over the Contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Project. These rights and responsibilities are solely those of the Contractor in accordance with Contractor's contract with the Client.

MSE shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of MSE.

MSE does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contractor's contract with the Client or any applicable laws, codes, rules, or regulations.

DESIGN WITHOUT CONSTRUCTION OBSERVATION

Unless Construction Observation is specifically noted in MSE's Scope of Services, it is understood and agreed that MSE's services do **NOT** include Construction Observation nor review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. As such, the Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and the Client waives any claims against MSE that may be in any way connected thereto, including claims resulting from unauthorized modifications to the construction plans and construction errors or omissions.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSE, its officers, directors, employees, and subconsultants (collectively, MSE) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Contract Documents to reflect changed field or other conditions.

DISPUTE RESOLUTION

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

The Client and MSE further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by MSE, the Client agrees that all such electronic files are instruments of service of MSE, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of MSE. The Client further agrees that MSE shall have no responsibility or liability to Client or others for any changes made by anyone other than MSE or for any reuse of the electronic files without the prior written consent of MSE.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSE, its officers, directors, employees and subconsultants (collectively, MSE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than MSE or from any use or reuse of the electronic files without the prior written consent of MSE.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by MSE, and MSE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall MSE be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by MSE and electronic files, the signed or sealed hard-copy construction documents shall govern.

GOVERNING LAW AND JURISDICTION

The Client and MSE agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Arkansas without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and MSE arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Benton County, Arkansas.

HAZARDOUS MATERIALS

Both parties acknowledge that MSE's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event MSE or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to MSE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of MSE's services, MSE may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

As used in this Agreement, the term "Hazardous Materials" shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

INDEMNIFICATION

MSE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by MSE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom MSE is legally liable.

Neither the Client nor MSE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. MSE may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. MSE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

INSURANCE

During the term of this Agreement, MSE agrees to provide the insurance coverages noted on the sample insurance certificates that follow these Terms and Conditions. If additional coverage is required over and above the noted coverages, the Client shall reimburse MSE 100% of the premium(s) charged for the additional coverage required

over and above the noted coverage. In addition, MSE agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall be defined as the availability of insurance allowing more than 50% of the design professionals practicing in the State of Arkansas in this discipline being able to obtain such coverage. Insurance coverages shall be subject to all the terms, exclusions, and conditions of the policies.

JOBSITE SAFETY

Neither the professional activities of MSE, nor the presence of MSE or its employees and subconsultants at a construction/project site, shall impose any duty on MSE, nor relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. MSE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, MSE, and MSE's subconsultants. The Client also agrees that the Client, MSE, and MSE's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and MSE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of MSE and MSE's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of MSE and MSE's officers, directors, partners, employees, shareholders, owners, and subconsultants shall not exceed the total sum paid to or on behalf of MSE by MSE's insurance policies applicable thereto subject to all terms, exclusions, and conditions of the policies. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

In providing opinions of probable construction costs, the Client understands that MSE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that MSE's opinions of probable construction costs are made on the basis of MSE's professional judgment and experience. MSE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from MSE's opinion of probable construction cost.

OWNERSHIP OF INSTRUMENTS OF SERVICE

The Client acknowledges MSE's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to MSE. The Client shall not reuse

or make any modification to the construction documents without the prior written authorization of MSE. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSE, its officers, directors, employees and subconsultants (collectively, MSE) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of MSE.

PERMITS AND APPROVALS

MSE will assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which MSE's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by MSE and included in the Scope of Services of this Agreement.

MSE's assistance does not include, however, special studies, special research, attendance at more than two (2) meetings with public authorities, special testing or special documentation not usually and customarily required for this type of project. MSE will provide such special services as Additional Services as authorized in writing by the Client in accordance with the compensation provisions of this Agreement.

When permit or review fees are required, the Client shall either 1) pay these directly to the requesting agency, or 2) provide MSE full payment on an instrument payable to requesting agency prior to MSE's submittal of documents requiring permit(s) or review(s). MSE may elect to pay, on behalf of the Client, permit or review fees. Same will be invoiced to Client as Reimbursable Expenses, in addition to MSE's Fees, at 110% of MSE's cost.

MSE provides no guarantee regarding the timeframe for obtaining approvals from outside agencies nor does it guarantee approval of any permits.

PRECEDENCE

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding MSE's services.

RECORD DOCUMENTS

If included in MSE's Scope of Services, upon completion of the Work, MSE shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which MSE is entitled to assume will be reliable, MSE cannot and does not warrant their accuracy or completeness.

REJECTION OF WORK

MSE shall have the authority, but not the duty, to recommend to the Client rejection of any Work that, in the judgment of MSE, does not conform to the Construction Documents. Neither this authority nor MSE's good-faith judgment to reject or not reject any Work shall subject MSE to any liability to or cause of action by the Contractor, subcontractors, or any other suppliers or persons performing work on this project.

SEVERABILITY

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SHOP DRAWING REVIEW

MSE shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. MSE's review shall be conducted with reasonable promptness while allowing sufficient time in MSE's judgment to permit adequate review. Review of a specific item shall not indicate that MSE has reviewed the entire assembly of which the item is a component. MSE shall not be responsible for any deviations from the Construction Documents not brought to the attention of MSE in writing by the Contractor. MSE shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

STANDARD OF CARE

In providing services under this Agreement, MSE shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. MSE makes no warranties, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project. MSE and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

SUCCESSORS, ASSIGNS, AND BENEFICIARIES

Client and MSE each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and MSE are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor MSE 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.

SURVIVAL

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay MSE for all services rendered and all reimbursable costs incurred by MSE up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving MSE not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of the Project or MSE's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of MSE, the Client shall pay MSE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by MSE in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSE. MSE's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MSE because of this Agreement or the performance or nonperformance of services hereunder. The Client and MSE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

VALUE ENGINEERING

If the Client retains the services of a Value Engineer (VE) to review the plans prepared by MSE, these services shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of MSE's services. The Client shall promptly notify MSE of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to MSE for review, and adequate time will be provided for MSE to respond to these recommendations.

If MSE objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client, in spite of MSE's objections, requires the incorporation of changes in the Construction Documents, the Client agrees, to the fullest extent permitted by law, to waive all claims against MSE and to indemnify and hold harmless MSE from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

MSE shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. MSE shall be compensated as Additional Services for all time spent to prepare for, review, and respond to the recommendations of the VE. MSE's time for performance of its services shall be equitably adjusted.

END OF TERMS AND CONDITIONS



SCHEDULE OF HOURLY BILLING RATES

(Effective June 1, 2019)

Principal Engineer	\$ 190.00/Hour
Senior Project Manager	\$ 150.00/Hour
Project Manager	\$ 130.00/Hour
Project Engineer (P.E.)	\$ 120.00/Hour
Project Engineer (E.I.)	\$ 95.00/Hour
Engineering Technician	\$ 75.00/Hour
CAD Senior Designer	\$ 100.00/Hour
CAD Designer	\$ 85.00/Hour
CAD Technician	\$ 70.00/Hour
Senior Construction Observer	\$ 95.00/Hour
Construction Observer	\$ 85.00/Hour
Professional Surveyor (P.S.)	\$ 120.00/Hour
Survey Coordinator	\$ 100.00/Hour
Survey Intern (S.I.)	\$ 85.00/Hour
Survey Crew Chief	\$ 75.00/Hour
Survey Rodman	\$ 60.00/Hour
Survey Field Crew (1-person)	\$ 125.00/Hour
Survey Field Crew (2-person)	\$ 150.00/Hour
Survey Field Crew (3-person)	\$ 185.00/Hour
3D Laser Scanning Field Crew (1-Person)	\$ 225.00/Hour
3D Laser Scanning Project Manager	\$ 130.00/Hour
3D Laser Scanning Technician	\$ 85.00/Hour
Ground Penetrating Radar Field Crew	\$ 185.00/Hour
Aerial Mapping Manager – Field (<i>Flight Ops</i>)	\$ 200.00/Hour
Aerial Mapping Manager – Office (<i>Travel Time/Data Processing</i>)	\$ 100.00/Hour
Aerial Mapping Technician	\$ 85.00/Hour
Administrative Assistant	\$ 45.00/Hour

Schedule of Hourly Billing Rates
Effective June 1, 2019
Page 2 of 2

EXPENSES

Mileage & Per Diem	IRS-allowed rates
Reimbursable Expenses	Cost + 10%

PRINTING

Plan Binders			\$4.00 Each
Black & White Copies			
8.5x11:	\$0.12 Each	18x24:	\$1.00 Each
8.5x14:	\$0.18 Each	22x34:	\$1.75 Each
11x17:	\$0.25 Each	24x36:	\$2.00 Each
Custom XL:	\$0.30/SF	30x42:	\$3.00 Each
Color Copies			
8.5x11:	\$0.60 Each	11x17:	\$2.00 Each
8.5x14:	\$0.80 Each	Custom XL:	\$1.30/SF

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from MSE's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, among others, will be charged at 200% of the noted rates.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON-SHIPLEY ENGINEERS, INC. FOR
PROFESSIONAL SERVICES FOR THE DESIGN OF
SIDEWALKS WITHIN THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor be and is hereby authorized to enter into an agreement with Morrison-Shipley Engineers, Inc. for professional services for the design of certain sidewalks within the City of Bentonville in an amount of \$39,900.00 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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB 19-49
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid Award IFB 19-49 to Davis Trailer & Truck Equipment, Inc. for the purchase and installation of (3) utility beds for the (3) Ford F550's. Please see attachments.

COST TO CITY:

Cost of this Request: \$32,357.25

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$225,000.00
Funds Expended to Date	\$162,000.00
Remaining Budget	\$63,000.00
Budget Remaining After Request	\$30,642.75

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Bentonville Street Department
3200 SW Municipal Dr.
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: 8-1-2019
TO: City Council, Mayor Orman
FROM: Tony Davis, Street Manager
RE: Bid IFB-19-49 (3)

The Street Department is requesting awarding bid IFB-19-49 to Davis Trailer & Truck Equipment, Inc. for \$32,357.25.

On July 30, 2019 the City opened bids for the purchase of (3) Dump/Hoist Flatbeds to outfit the (3) new F550 trucks. Davis Trailer and Truck Equipment was the only bid received. This same company previously won the bid for the last 550 truck that was purchased.

The budget for the (3) F550 trucks is \$225,000. So far \$162,000 has been used for the purchase of (3) cab and chassis. Upon approval of the \$32,357.25 for the beds, will leave a balance of \$30,642.75. The remainder will be used to purchase snowplows, salt brine applicators and a spreader box.

Sincerely,

Tony Davis
Street Manager



BID TABULATION:
THREE (3) DUMP/HOIST FLATBEDS FOR 2019 FORD F550
IFB-19-49
BID OPENING:
TUESDAY JULY 30, 2019
at 2:00 P.M

BIDDER NAME	BID COMPLETE	AS SPECIFIED	ITEM BID	ADDENDUM 1	PER ITEM PRICE	TOTAL BID PRICE
DAVIS TRAILER & TRUCK EQUIPMENT, INC	YES	YES	DAVIS H110-P35	YES	\$ 9,450.00	\$ 32,357.25

DAVIS TRAILER & TRUCK EQUIPMENT, INC.

P.O. Box 4129 • 7609 Colonel Glenn • Little Rock, Arkansas 72214-4129
(501) 562-6295 • In Ark. 1-800-482-9484 • Out of Ark. 1-800-233-1335

July 29, 2019

Ms. Gladys Shoemake
City of Bentonville
Purchasing Office, City Hall
117 West Central Avenue
Bentonville, AR 72712

RE: IFB-19-49

Dear Ms. Shoemake:

This note is to clarify our quoted delivery. Delivery will be within forty five days of receipt of purchase order or within ten working days (two weeks) of receiving each truck – whichever is longer. If the City of Bentonville is ordering the trucks now, the units can be drop shipped directly to Davis Trailer and Truck Equipment in Little Rock at no extra charge to the City of Bentonville. Our previous experience is that it will take longer than forty five days for the ordered trucks to arrive. If this is true, delivery will be within ten working days of receiving each truck.

I hope this information is useful. If you have questions, please call me at 1-800-233-1335 or 1-501-562-6295.

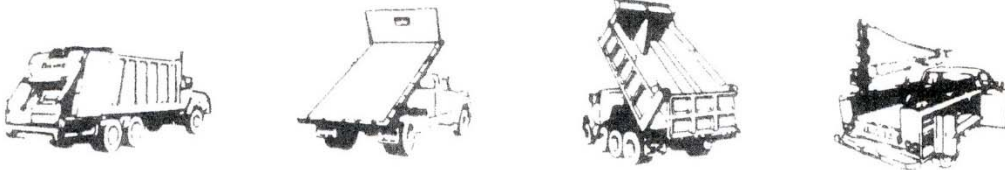
Thank you for the opportunity to quote and thank you in advance for any consideration you are able to give to our proposal. I hope to hear from you soon.

Sincerely,


Chester D. Mercer
President

CM:kl

Enclosures





CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

INVITATION FOR BID (IFB)
Three (3) Dump/Hoist Flatbeds

Date of Issuance: **July 15, 2019**

Bid Number: **IFB-19-49**

Bid Opening Date: **July 30, 2019**

Bid Opening Time: **2:00 P.M.**

Questions regarding this bid should be directed to the Purchasing Office by emailing purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., July 26, 2019.

Bids must be received by the Purchasing Office prior to 2:00 P.M., July 30, 2019 in a sealed envelope, clearly marked on the outside with Bid # IFB-19-49. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, First floor, Purchasing Office, 117 West Central Ave, Bentonville, AR 72712.

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE OF BID)

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: DAVIS TRAILER & Truck Equipment, Inc.	PHONE NUMBER: 501-562-6295	FAX NUMBER: 501-562-4036
BUSINESS ADDRESS, STREETS: P.O. Box 1000	CITY: Little Rock	STATE: ZIP AR 72214
SIGNATURE: [Redacted]	DATE: 07/29/19	TITLE: President
PRINTED OR TYPED NAME: Chester D. Mercer		

ARKANSAS SALES OR USE TAX NUMBER: **[Redacted]**

STATE CONTRACTORS LICENSE NUMBER: **[Redacted]**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, installation and delivery of three (3) Atlas Steel Products dump/hoist flatbeds, or equivalent items, for 2019 Ford F550s, for the Street Department.

RESPONSE DOCUMENTS

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase installation, and delivery of three (3) Atlas Steel Products dump/hoist flatbeds, or equivalent items, for 2019 Ford F550s.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase, installation and delivery of three (3) Atlas Steel Products dump/hoist flatbeds, or equivalent items, for 2019 Ford F550s, for the Street Department. Bidder agrees to furnish all labor, equipment and accessories as specified in this Invitation for Bid document, and as is standard to be included when purchasing this type of equipment.

DELIVERY

The City Of Bentonville requests delivery of the installed flatbeds thirty (30) days after receipt of the City's Purchase Order. If this schedule cannot be met, Bidder must state the number of days required from receipt of the City's Purchase Order to deliver the completed trucks to the City. Failure to state a proposed delivery date obligates the Bidder to complete installations and delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery of completed trucks 45 days after receipt of City's purchase order *in 10 days after receipt of trucks - whichever is longer*

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below:

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date.

PAYMENT TERMS



Net 30 days



Other: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

Contractor/Vendor Disclosure

Company Name: DAVIS TRAILER & TRUCK EQUIPMENT, INC

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

☒ Yes ☐ No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

NONE

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** CM Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Purchasing Manager directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Procurement Manager of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Manager of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Office, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

Flatbed Dump/Hoist Specs for 2019 Ford F550

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the City as being "EQUIVALENT" or "EXCEEDING" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
ATLAS Steel Product Flatbed with Lift Out Sides, Or Equivalent Item.			
9' (9-feet) Overall Length			
98" (98-inches) Overall Width			
6" (6-inches) Channel Frame Rail with Internal Stake Pockets			
3" (3-inches) Channel Cross Sills on 12" (12-inches) Centers			
4" (4-inches) Long Sills			
3/16" (3/16-inch) Smooth Steel Floor			
40" (40-inches) Bulkhead with Screen Window (50%)			
Solid Panel Lower (50%)			
12" (12-inches) Lift Out Sides (no rear)			
Painted – Black			
Hitch Plate			
Receiver Hitch with "D" Rings			
Trailer Wiring			
Installation of VENCO Underbody Electric Hydraulic Hoist, Model VC416SF-ES			
4.75 ton Capacity at 45 Degree Dump Angle, with 9" (9-inches) Bed.			
5" (5-inches) Overhang			
500 pounds Installed Weight			
(4) Strobe Lights – Amber/Clear Strobes			
Buyers SL68AC, 56 LED's			
(2) Each Front and Rear			
Installation Includes Switch			
Strobe Lights Switch Located on Dash			



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	<u>AM</u>



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all taxes, installation and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%

Delivery will be made to the City of Bentonville Street Department, located at 3200 Municipal Drive Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications.

Quantity	Item Specified	Item Bid	Per Item Price	Subtotal
3	Atlas Steel Products Dump/Hoist Flatbeds, or Equivalent Items, for 2019 Ford F550s, AS SPECIFIED.	<u>DAVIS H110-P3S</u>	\$ <u>9,450.00</u>	\$ <u>28,350.00</u>
			Taxes City of Bentonville Tax Rate is 9.5%	\$ <u>2,807.25</u>
			Delivery	\$ <u>1,200.00</u>
			Total Bid Price	\$ <u>32,357.25</u>



ADDENDUM TO BID

BID NUMBER: IFB-19-49

Flatbed Dump/Hoist Specs for 2019 Ford F550

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the City as being "EQUIVALENT" or "EXCEEDING" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
ATLAS Steel Product Flatbed with Lift Out Sides, Or Equivalent Item.		DAVIS HHO-#35	
11' (11-feet) Overall Length	X		
98" (98-inches) Overall Width	X		
6" (6-inches) Channel Frame Rail with Internal Stake Pockets	X		
3" (3-inches) Channel Cross Sills on 12" (12-inches) Centers	X		
6" (6-inches) Long Sills	X		
3/16" (3/16-inch) Smooth Steel Floor	X		
40" (40-inches) Bulkhead with Screen Window (50%)	X		
Solid Panel Lower (50%)	X		
10" (10-inches) Rear Skirt for Strobe Light Mounting	X		
12" (12-inches) Lift Out Sides (no rear)	X		
Painted – Black	X		
Hitch Plate	X		
Receiver Hitch with "D" Rings	X		
Trailer Wiring	X		
4 (quantity of four) 15,000 Pound "D" Rings Mounted to Each Front and Rear Corners of the bed floor.	X		
Heavy Duty Mud Flaps	X		
Harsh Underbody Electric Hydraulic Hoist, Model RL20-ES, or Equivalent.	X		

City of Bentonville, Arkansas
Purchasing Office
IFB-19-49 – Addendum Number 1



ADDENDUM TO BID

BID NUMBER: IFB-19-49

10 ton Capacity at 45 Degree Dump Angle, with 11" (11-inches) Bed. 6" (6-inches) Overhang Body Safety Prop 250 Amp Circuit Breaker	X		
Buyers Strobe Lights, or Equivalent 2 (quantity of 2): Forward Facing in Each Corner On Top of Bulk-head. 2(quantity of 2): Oval Rear Corner – Mounted to Rear Skirt	X		

[End of Addendum Number 1]

City of Bentonville, Arkansas
Purchasing Office
IFB-19-49 – Addendum Number 1



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement and a budget adjustment with Thaden School, to accept the funding of \$250,000.00 required to construct a Traffic Signal located at the intersection of SE 8th St./SE C St.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Wednesday, August 07, 2019
Re: Developer Agreement with Thaden School

Staff recommends City Council approval of a budget adjustment and resolution authorizing the Mayor and City Clerk to enter into an agreement with Thaden School, to accept the funding required to construct a signal at the intersection of SE 8th and SE "C" streets. The Large Scale Development of Thaden School had a traffic study completed that shows the impact of the school would require the signal at this location.

Staff feels that the signal construction needs to be completed with the 8th Street Widening project. Thaden agrees to have the signal designed by Peters and Associates, donate the estimated cost of constructing the signal and the City agrees to incorporate the signal into the 8th street project.

The estimated cost to be donated to the City is \$250,000.00.

Thank you for your consideration of this request.

DEVELOPMENT AGREEMENT
Thaden School - 8th Street and SE C Street Traffic Signal

This Development Agreement ("Agreement") is entered into, by and between the City of Bentonville, Arkansas, a municipal corporation, with a mailing address of 117 West Central Avenue, Bentonville, Arkansas 72712 ("Bentonville") and Thaden School, a non-profit organization, having a mailing address of 410 SE Staggerwing Lane, Bentonville Arkansas 72712 ("School").

WHEREAS, Bentonville is currently managing a project for improvements to SE and SW 8th Street (8th Street) extending from SW I Street to Interstate 49, and

WHEREAS, Bentonville has commenced utility relocations in advance of road widening improvements for 8th Street, and

WHEREAS, Bentonville is in the process of developing and reviewing construction drawings for the road widening and associated drainage improvements for 8th Street, and

WHEREAS, The School is developing the campus of a new independent school located on property south of and adjacent to SE 8th Street between South Main Street and SE C Street in Bentonville, Arkansas, and

WHEREAS, The School, as part of the large scale development process, was required, at their expense, to perform a traffic study to determine the impacts of developing their campus, and

WHEREAS, Said traffic study, performed by Peters and Associates, Inc., determined that intersection improvements including a traffic signal are required at the intersection of SE 8th Street and SE C Street to manage the traffic impacts of the School, and

WHEREAS, It is practical and most efficient to have traffic signals and intersection improvements at intersections along SE 8th Street constructed at the time of construction of the 8th Street improvements, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the

incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** The School campus includes improvements to SE C Street including a traffic signal at the intersection of SE 8th Street and SE C Street. The School agrees to pay all expenses related to the traffic analysis performed by Peters and Associates, Inc., a consultant selected by the School. In addition, the School shall bear the costs of the design and construction of the traffic signal to be located at the intersection of SE 8th Street and SE C Street. Construction cost shall be determined by Peters and Associates, Inc. and confirmed by Burns and McDonnell, Bentonville's consultant for the 8th Street Project. Design drawings of signal shall be incorporated into the construction drawings for 8th Street Improvements being prepared by Burns and McDonnell Consulting Engineers, and constructed as part of Bentonville's 8th Street Improvement project. Bentonville's project will extend to Station 7+82.75 on SE C Street south of SE 8th Street shown on drawings prepared by Ecological Design Group, engineering consultant for the School development. The School will be responsible for improvements to SE C Street associated with their campus project south of the point described above. All funding agreements and any changes to the above described responsibilities shall be agreed to in writing and attached to this document as addenda.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement

are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or State courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Release and Indemnity.** Without waiving immunity pursuant to law, Bentonville shall release, indemnify, defend and hold harmless the School and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related in any way to the actions or omissions of Bentonville (or its directors, officers, employees, agents or contractors) in connection with this agreement and the project funded by the School, except to the extent caused by the School's (or its directors', officers', employees' or agents') negligent actions or omissions.

8. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

9. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement and agree to communicate status of corresponding projects with the other party at least quarterly until both projects are complete. The School shall pay for the construction improvements outlined in Item 2 Property Development above, before a final inspection of final phase can be scheduled for the development of the School property. After agreement of costs by both parties as outlined in Item 2 above, the amount of funding the School is responsible for shall not change unless subsequent intersection improvements requested by the school exceed the original agreement.

10. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession is permitted in this Agreement.

11. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

12. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

13. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of _____, 2019.

City of Bentonville:

Attest:

By: _____
Stephanie Orman, Mayor

Linda Spence, City Clerk

Thaden School:

Attest:

By: _____
Clayton Marsh
Founder

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THADEN SCHOOL RELATED TO TRAFFIC SIGNAL CONSTRUCTION AND APPROVING A BUDGET ADJUSTMENT TO ACCEPT FUNDS.

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 Thaden School related to the construction of certain traffic signal improvements, as set forth in the amendment attached hereto as Exhibit A.

Section 2: That a budget adjustment to accept the amount of \$250,000.00 from Thaden School should be and the same is hereby approved.

Section 3: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 23, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and Clerk to enter into a contract with Power System Engineering, Inc. to provide an AMI system review to the City of Bentonville Electric Department for an amount not to exceed \$25,500.00.

COST TO CITY:

Cost of this Request: \$25,500

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

DATE: August 13, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Power System Engineering, Inc. – AMI Study

The Electric Department recommends entering into a contract with Power System Engineering, Inc. (PSE) to perform a review of our existing AMI system and make any recommendations for the future for a not to exceed amount of \$25,500.

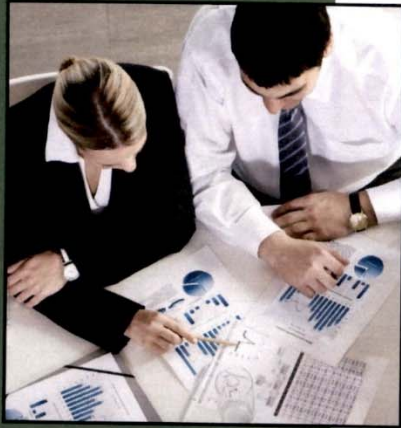
PSE was the only firm to submit during the RFQ that was advertised by the City of Bentonville.

Our current AMI system has been installed for 10-yrs. and the industry has changed dramatically over that time. Just as a quick example, the original collectors installed were 2G and the current technology is 4G, on the verge of going to 5G. In addition, our current AMI system will no longer provide any electric upgrades to their collectors/meters as of 2019. BEUD will need either third party upgrades, or a different solution.

PSE will look at the existing system (and BEUD's other programs used on a daily basis) to see if there is an upgrade that can happen with the existing system, or if there is another system that will work better.



Full-service consultants



Advanced Metering Infrastructure (AMI) System Review

Proposal Prepared for:



The City of Bentonville, AR

July 26, 2019

Contact: Kyle Kopczyk

kopczyk@powersystem.org

Direct: 608-268-3539

Mobile: 810-923-3276

Fax: 608-222-9378

1532 W. Broadway, Suite 103
Madison, WI 53713

www.powersystem.org

Forward-Thinking Professionals
Helping Clients and Colleagues **ACHIEVE** Their **Goals**.

July 26, 2019

Travis Matlock
City of Bentonville
3200 Municipal Drive, AR 72712

Subject: Proposal for Advanced Metering Infrastructure Review

Dear Mr. Matlock:

Power System Engineering, Inc. (PSE) is pleased to propose the completion of an Advanced Metering Infrastructure (AMI) review for the City of Bentonville (City). Based on our understanding of your needs, we are prepared to work closely the City's team to develop a strategic roadmap that will guide the City in the advancement of technology. Our proposed process and final deliverables are guaranteed to strengthen internal collaboration and a common understanding of an AMI program.

We believe PSE is uniquely qualified for this project in terms of our breadth and depth of expertise and experience, as well as our focus on utilities. We have both technical knowledge and an understanding of a utility's business and needs.

Additionally, we are currently involved in assessment, procurement, and implementation work for AMI, meter data management systems (MDMS), substation automation, next generation SCADA systems, broadband backbone communications infrastructure, distribution automation, geographic information systems (GIS), mobile workforce management (MWM), asset management systems (AMS), and various automation integration projects. The projects we are working on or have completed in this area usually begin with a review and assessment phase same as what we are proposing herein.

Should you want us to **modify any aspect of our proposal please let us know**. We are flexible to tailor tasks, level of detail, schedule, or costs to strike the balance the City would like to see. I can be reached at kopczyk@powersystem.org, 608-268-3539 (direct line), or 810-923-3276 (mobile). If this proposal is acceptable as is, we can start as soon as requested.

Sincerely,


Kyle Kopczyk
Manager of Utility Automation

Table of Contents

1	Assessment Methodology	1
2	Proposed Scope of Work	2
2.1	Project Initiation.....	2
2.2	Issue Written Information Request	2
2.3	AMI Requirements and Benchmarking.....	3
2.4	AMI Request for Information	4
2.5	Current AMI/AMR Gap Analysis	4
2.6	Final Analysis and Recommendation.....	4
3	Project Cost and Schedule.....	6
4	Overview of PSE.....	7

1 Assessment Methodology

PSE routinely completes AMI assessment, business case, procurement, and deployment projects for our clients. No subcontractors are expected for this project. The PSE process is repeatable and effectively helps clients move forward with confidence. We can leverage best practice tools for the project, allowing PSE to add significant value for a low cost. We have issued many AMI RFPs for other clients, making us very familiar with the vendor community and providing insights into the strengths/weakness of the vendors, their reputation in the industry, and their strength of post-sale support.

PSE has followed the meter reading industry closely; from customers sending in monthly readings, to drive-by and hand-held meter reading, to one-way remote meter reading, and the latest two-way AMI technologies which include, power line carrier (PLC), tower-based wireless, mesh wireless, cellular, and fiber. PSE has regular technology and roadmap updates from AMI, MDMS, and other utility automation vendors, as well as the latest communications and networking equipment vendors. Technology tradeoffs are well understood, and we help utilities select the best technologies to meet their present and future needs. We have provided business cases, procurement, and integration assistance for multi-utility AMI projects including electric, water, gas, and steam, so PSE understands technology and vendor abilities to support each of the systems.

Ultimately, PSE's assessment process will identify valuable strategies and initiatives for the City and form a consensus "go forward" plan among the City/PSE team. Some of the key questions this project will answer are:

1. What major issues exist with the Mueller Systems AMI implementation as it is functioning today?
2. What are some of the major differences between Mueller Systems versus other AMI vendors?
3. How well can the current AMI system close gaps in functionality as compared to other vendors?
4. What functionality is both lost and gained by instituting vendor changes and what is the impact on process and training needs?
5. What is next and where do I go from here?

PSE will seek input from the City's team before the plan is finalized. Each iteration involves a growing level of knowledge and ownership by the client stakeholders. This allows the roadmap to become the utility's plan as opposed to the consultant's plan. This is an extremely important aspect of the overall project and an area we strive to focus on from the beginning to the end of the engagement.

2 Proposed Scope of Work

The specific tasks PSE will complete are detailed below.

2.1 Project Initiation

The first step in the project will be to prepare for and hold a project kick-off conference call and web meeting. During this time, PSE will walk the team through topics such as the project schedule, project methodology, team roles, team communications, and the deliverables by PSE. We will discuss general items and initial perspectives including the City's goals and targets (general or specific) for the AMI system, existing system integrations and interoperability, technology, timeline, and future needs. We expect the call will last about an hour.

Deliverable: Kick-off conference call, refine the project schedule, and facilitate the project discussion.

2.2 Issue Written Information Request

PSE will gather information by preparing a written request for information to be completed by the City. It is anticipated that much of this information may already be documented in a format that can be easily provided to PSE. Some of the information we will gather through facilitated employee interviews or meetings, which PSE will arrange. This helps us to better understand, at a high level, your current situation.

Information requested will include utility data pertinent to the AMI system, specific metering information (number, size, and type of each meter, etc.), existing enterprise applications (CIS, OMS, WMS, GIS, etc.) that currently interface with a new AMI system (and those that should), any current and planned distribution automation and/or load management initiatives, net metering, pre-paid metering, service territory maps, communication sites, remote buildings, existing fiber/communication routes in place and planned for the future, and other key assets that may eventually be leveraged as part of an AMI system.

PSE will be looking for easy-to-obtain information to the greatest extent possible. As we consider a decision tree for the next steps in AMI, we need to consider all aspects and what, if any, costs and hardware change-outs are involved.

Once the City completes the input spreadsheet and/or provides the requested data, PSE will review the information and facilitate a **workshop via conference call** (or webinar) to clarify information and answer questions as necessary.

Note that most information not provided by the City can typically be estimated by PSE based on our past experiences with projects of this type as well as our working knowledge of utility operations. This will depend on the nature of the input to be estimated.

Deliverable: Prepare a written information request with a list of questions pertinent to the City's situation. The responses to this request will help in preparing for the onsite requirements and benchmarking needs work session.

2.3 AMI Requirements and Benchmarking

PSE plans to work with the City to identify the functionality baseline of what is in place now with the current vendors. In order to prepare for this onsite session, PSE will provide a **written set of technical requirements** prior to the meeting. Functionality and benefits of AMI include time of use billing, remote disconnect/reconnect, voltage monitoring, theft detection, line loss improvement and meter accuracy, wireless AMI meter coverage, reduced costs from process improvement for in and out orders, transformer sizing, impacts on outage detection and restoration, demand response scalability, and the evaluation of dozens of other benefits. We will also include a consideration of integrations into existing systems and the functionality that is provided by the current AMI vendor. Our understanding is the following is currently in place today. Your existing systems are of great importance and will be considered throughout the project because of the impact they have.

- AMI – Mueller Systems, Inc.
- OMS – DataVoice, Inc.
- SCADA – Novatech
- Engineering Analysis – WindMil
- Finance / Inventory / Purchasing – Tyler Munis
- Billing – Tyler Munis (going through implementation in 2020)
- Permitting – Trakit (Superion)

PSE will also address with the team any future considerations, such as a meter data management system, mobile work management, asset management, etc. PSE aims to discuss as much as possible up front to avoid possible mistakes or statements like “I wish I would have” for the future.

This document will serve as a benchmarking document and will aid in creating a gap analysis for current system functionality and to establish cross-departmental agreement on the AMI functional requirements. This exercise will also result in an extensive list of requirements that could, with minimal refinement, be used as the specifications list for a future request for proposal (RFP) to AMI system vendors. It also is used to communicate with the current vendor and their partnerships (L+G) on how the City could like to move forward.

PSE's approach will help the City determine the best path forward and to document a full review of the current meter reading situation.

Deliverable: Webinar work session to review the results. Current system functionality, future requirements and benchmarking document.

2.4 AMI Request for Information

PSE will develop and issue an AMI Request for Information (RFI) to several AMI vendors to gather cost and functionality information on their offerings. This will assist the City to better understand the AMI marketplace and further evaluate the present state of the AMI system.

PSE will review the responses, evaluate, and document the results. This includes, but is not limited to, system functionality, integration experience, and budgetary cost. We will then have a webinar work session to review. This is not a proposal, simply an exercise to establish further knowledge of the AMI landscape and to provide valuable insights into the City's future options.

Deliverables: AMI RFI and memorandum on the results; webinar work session.

2.5 Current AMI/AMR Gap Analysis

PSE will prepare a list of the gap items that exist with the current system and with what a new AMI system can provide today. This webinar work session will be to review and discuss the gaps identified from the present state to a potential future deployment of an AMI system and a discussion as to the magnitude and impact of each gap area.

We are expecting that new functionality will be added over and above what is in place now with the current system. The list of gaps will be used as part of the current system review and to help the City decide on moving forward or not.

This, again, is used for a discussion and a plan for the existing system to bridge the current gaps (if possible), and for the City to consider other, efficient and economical paths. At each step, PSE will discuss the potential pros and cons of the City's options so a sound result can be reviewed.

Deliverable: Gap analysis review and document.

2.6 Final Analysis and Recommendation

PSE will draft a final report based on the results of the previous project steps. The report will include a detailed assessment of the program, as well as a roadmap and budget summary. Items to be included in the report include:

- **Executive summary** stating goals and high-level overview of findings.
- **Objectives:** The City's strategic technology and infrastructure goals as they relate to AMI, and how they align with the City's overall business strategy.
- **People, Process, Budget, Security, and Technology Gaps:** A review of high-level process change goals and opportunities that would result in staying the course or implementing a new AMI program. This will include identifying potential obstacles or changes that would be required for planned investments. Assessments and education from previous deliverables will be inputs to this section of the report.

- **Cost Effectiveness/Overall Value:** A summary of cost effectiveness and overall value with factors such as upfront and ongoing costs, potential cost avoidance, customer satisfaction, process improvement and labor savings, societal benefits, etc. Other types of non-economic benefits will also be considered and identified.
- **Recommendations and Roadmap:** A review of the alternatives and an overall roadmap by year of the next steps.
- **Webinar to Review Draft Report:** The draft report will be sent to the City project team for comment. PSE will also walk through a summary of our recommendations via a webinar. We would be asking the project team for input, comments, and any suggested changes. PSE assumed two iterations of the final report before finalizing and presenting to the City.
- **Presentation of Final Recommendations and Roadmap:** PSE can travel to the utility and present the final recommendations to the management team as an option. Sometimes the utility's project sponsor presents the results to their board and then PSE supports the project sponsor and comments on any areas requested. For purposes of this proposal, PSE will plan to present the final recommendations to the City via a webinar.

Deliverable: Written report and meeting to present to the management team.

3 Project Cost and Schedule

Cost: PSE agrees to use its best efforts to perform the work specified in the Scope of Work for the **not to exceed cost of \$24,500** as listed in the table below. The cost and schedule proposed is based on PSE's current understanding of your needs combined with the experience and analysis PSE has gained on other projects.

Optional Tasks are not included in the labor cost. Should the City desire to include the optional task, we will create a separate scope of work, cost, and schedule.

Level of Effort, Not to Exceed

Task	City of Bentonville, AR	Total Hours	Person Trips	Total Labor Cost
	AMI RFP Assessment			
2.1 - 2.2	Project Initiation and Kick-off Meeting and RFI	11		\$ 1,500
2.3	AMI Requirements and Benchmarking	38	1	\$ 6,250
2.4	AMI Request for Information	40		\$ 5,800
2.5	Current AMI/AMR Gap Analysis	38		\$ 5,700
2.6	Final Analysis and Recommendation	38		\$ 5,250
	Totals	165	1	\$ 24,500

Not to Exceed

Estimated Labor Expenses	\$24,500
Estimated Travel Expenses (pass through)	\$1,000
Total Cost	\$ 25,500

Optional Items:	
Onsite Results Session (Travel Time + Expenses)	20 1 \$ 3,750
Total Cost	\$ 3,750

Delays/Change Orders: Should the evolution of this project provide for work outside the scope or additional costs, no work would be performed until PSE and the City approve a Change Order. PSE is responsible for notifying the City of any information the City needs to provide to PSE in order to prevent delays within the project. If the project runs longer than anticipated due to events such as client-provided data that is inaccurate or missing (in GIS or other means), client delays in scheduling or providing data, longer than predicted responses from 3rd party vendors, or other delays or rework outside of PSE's control, PSE will notify the City to authorize a change in the work, the time of performance, or an adjustment to the cost.

Travel: Travel expenses are an estimate only. Only actual expenses would be passed through to the client. Travel costs are defined as air, car rental, lodging, meals, fuel for rental cars, and parking tolls, etc. Air travel is at coach fares, hotels are Marriott or Holiday Inn or similar, and a per diem will be used for meals.

Should any additional travel beyond the proposed trip(s) listed become necessary, no arrangements will be made until approved by PSE and the City.

4 Overview of PSE

History: Power System Engineering, Inc. (PSE) began in early 1974, establishing an office in Madison, WI, our corporate headquarters, to serve the engineering and technology needs of our municipal, cooperative, and IOU clients. Over the past 40+ years, PSE has evolved to become a full service electrical and mechanical consulting firm for utilities, private industry, government entities, and associations across North America.



Company: PSE is a professional services consulting firm organized as a Subchapter "S" Wisconsin Corporation (TIN 39-1204386). As such, PSE's stock is 100% owned by its employees. The President and other principals of the Company make up PSE's Executive Committee:

- Erik S. Sonju, P.E. - President
- Richard J. Macke - Vice President, Economics, Rates, and Business Planning
- Josh L. Mulder, P.E. - Vice President, Industrial Engineering and Energy Resources
- Jim Weikert - Vice President, Utility Automation and Communications
- Kevin L. McCutcheon - Regional Manager - Utility Engineering Services
- Christine Loga - Business Office Manager

Employees: Our nearly 90 full-time employees, include project, resource, system planning, and communication engineers; economists, fiber, GIS, SCADA, AMI and IT experts; line design and database technicians; and rate and financial analysts. We have developed a broad base of expertise and have substantial capability to help our clients in areas from communication and distribution system automation, system planning and protection, rates and financial studies, supporting IT infrastructure, as well as system design. Our mission statement -- "*Forward thinking professionals helping clients and colleagues achieve their goals*" -- shows the commitment we have to our clients and gives them the confidence that our team is motivated to satisfy their needs and represent their interests.

Offices: PSE has offices in Madison, WI (headquarters), Minneapolis, MN; Prinsburg, MN; Marietta, OH; Sioux Falls, SD; Lexington, KY; and Topeka, KS.

PSE is entirely focused as an independent consultant. PSE is NOT a value-added reseller (VAR) of any software, hardware, or services from any supplier. Our entire business model is based on being an agent, advocate, resource, and technical advisor to our clients.

PSE's Core Values

- 1. Client Relationships:** We value the foundation of client relationships which has allowed us to continue our profession for over 40 years.
- 2. Our Colleagues:** We value the talent, work ethic, supportiveness, down-to-earth traits, and team spirit portrayed by our colleagues whom we work alongside.
- 3. Integrity:** We value the quality of being honest, accountable, and having strong moral principles through the professional services we provide.
- 4. Opportunity:** We value the opportunities that offer us to make improvements, learn new things, grow, and be successful.
- 5. Safety:** We value the health and safety of those around us and it is our responsibility to place it before everything else regardless of our role and where we find ourselves.
- 6. Community:** Our value of community is shown by where we live, where we volunteer, where we donate, and where we provide our professional services.

PSE's Vision Statement

We are committed to uniting innovative solutions with proven approaches to become an industry leader for the benefit of clients and colleagues.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH POWER SYSTEM ENGINEERING, INC. TO PROVIDE AN AMI SYSTEM REVIEW FOR THE CITY OF BENTONVILLE ELECTRIC 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 a professional services agreement with Power System Engineering, Inc. to provide an AMI system review for the City of Bentonville Electric Department in an amount not to exceed \$25,500.00, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

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:

August 13, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-6749

ACTION REQUIRED:

An ordinance requesting a waiver of bid approval for purchase of a JWC barscreen grinder for the Mckissic lift station influent channel. This is a 2019 budgeted, sole source item that cannot be retrofitted nor altered.

COST TO CITY:

Cost of this Request: \$33,420

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	35,000
Funds Expended to Date		
Remaining Budget		35,000
Budget Adjustment		-
Remaining After Adjustment	\$	35,000

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 8/13/2019

Requested by: Nancy Busen

Department: Wastewater Treatment

DESCRIPTION OF REQUEST:

Type of Equipment: In line Barscreen Grinder for McKissic Creek Lift Station

Year & Model: Replacing 2016 Model

Serial # SO19735-2

To Be Purchased From: JWC Environmental

2600 South Garnsey St.

Santa Ana, CA 92707

Amount:	Base Amount:	\$	<u>29,805.00</u>
	Tax:	\$	<u>2,831.48</u>
	*Other:	\$	<u>783.87</u>
	TOTAL	\$	<u>33,420.35</u>

* List all other costs: Tariff

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Single source replacement part for cutter system for JWC barscreen grinding mechanism at McKissic lift station. Item cannot be altered or adapted to fit. This is a 2019 CIP budgeted item.

Department Head

Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: August 13, 2019
RE: McKissic lift station influent barscreen grinder

Requesting a waiver of the bidding process for purchase of a replacement barscreen grinder at McKissic lift station. The barscreen and grinder are JWC products and a sole source item. This is a 2019 Budgeted item.

Thank you for your consideration of this request.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 6004991

Bentonville, City of
1901 NE A St
Bentonville, AR 72712-9107
US

Quote Number: 44565RevA
Quote Date: 06/24/2019
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4-6 Weeks ARO Shipping &
Handling
Grinder Serial #: S019735-2-1

Project: Bentonville, City of

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
40002-0018	40002-0018 Monster Renew 11T Cam Cutters 1:1 Stack Hardened Alloy STL BUNA-N Elastomers Cork & Rubber Gaskets With Drive Side Scrapers & Driven Scrapers With Drilled End Housing Motor Type Electric Less Spool Less Motor Less Reducer Grinder SN: TBD Paint Epoxy Green ***** Paint Epoxy Green	1	\$29,805.00	\$29,805.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00
TARIFF	Tariff Surcharge Recently, the US Government, has implemented the following trade restrictions: Section 232, June 1, 2018: Restrictions on steel mill (25%) and aluminum articles (10%). All countries of origin except Argentina, Australia, Brazil, and South Korea. Section 301, July 6, 2018 Restrictions on products from China, 25% The tariff surcharge represents the increased cost of manufacturing our products as a result of the government-imposed trade restrictions.	1	\$783.87	\$783.87

Please verify serial number is correct.

Sub Total \$30,588.87
Tax



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Total \$30,588.87

Notes:

1. Please fax or mail a purchase order for the total amount and we can process your order.
Please include the following:
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Please reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Call or e-mail with any questions or concerns.

Thank-You for your Business!

JWC Environmental Inc
Devonna Tate
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. Quote #: 44565RevA

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JVC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JVC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products are repaired, the Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE. EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE TOTAL LIABILITY OF THE SELLER UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies. Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by Buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty"



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



*Copy
Galy
Sack Tyler m.f.*

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 6004991

Bentonville, City of
1901 NE A St
Bentonville, AR 72712-9107
US

Quote Number: 50073
Quote Date: 06/11/2019
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6 Weeks ARO One Way
Shipping & Handling included
in the price
Grinder Serial #: S019735-2-1

Project: McKisic Lift Station #1

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
40002-0018	40002-0018-DI 11T Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets With Drive Side Scrapers (Drilled end housings) Motor Type: Electric New 10 HP TEXP Motor (50010-0015) New 43:1 Reducer Paint Epoxy Green Grinder SN: TBD	1	\$37,804.00	\$37,804.00
40040-0018	FLANGE GASKET 18in CORK/RUBBER	2	\$75.37	\$150.74
Shipping	Shipping & Handling	1	\$0.00	\$0.00
TARIFF	Tariff Surcharge Recently, the US Government, has implemented the following trade restrictions: Section 232, June 1, 2018: Restrictions on steel mill (25%) and aluminum articles (10%). All countries of origin except Argentina, Australia, Brazil, and South Korea. Section 301, July 6, 2018 Restrictions on products from China, 25% The tariff surcharge represents the increased cost of manufacturing our products as a result of the government-imposed trade restrictions.	1	\$998.21	\$998.21

Please verify serial number is correct.

Sub Total	\$38,952.95
Tax	
Total	\$38,952.95



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, tax exemption certificate.
2. Please note there will be a 20% restocking fee on all returned items.
3. Lead time may vary depending on parts availability.
4. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
5. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Dennis Birgen
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. Quote #: 50073

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____

Date: _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE A JWC BARSCREEN
GRINDER FOR THE CITY OF BENTONVILLE
WASTWATER 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 JWC Barscreen Grinder for the McKissic Lift Station from JWC Environmental, in an amount not to exceed \$33,420.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is a single source item required and specified for use in the lift station, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

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:

August 13, 2019

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a lease agreement with Doscientos Once, LLC DBA 211 Café to provide café services inside the Bentonville Public Library.

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



TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
SUBJECT: A Resolution to approve City agreement for Library Café
DATE: August 5, 2019

Bentonville Public Library (BPL) and the City of Bentonville (City) seek City Council approval of a Resolution to enter into a lease agreement with Doscientos Once, LLC DBA 211 Café, owned and operated by co-founders Mauricio and Norma Guerrero, for the purposes of café services inside the library.

General Terms and Conditions

The City's lease is comparable to Bentonville Parks and Recreation Department agreements with concession vendors, as well as best practices from other public library leases with café providers in the Library Development District I region.

- Initial year lease with successive two-year options for renewal
- Rent payment of \$950 / month for 954 +/- square feet
- Rent fee established to adequately and fairly compensate the City for use of its property.

RFP / Selection Committee Overview

Upon approval from Mayor Orman, the Library worked with the City of Bentonville Purchasing Department to prepare a Request for Proposal (RFP).

- April 24, 2019: RFP-19-26 closed with no submittals
- Library and City Purchasing staff spoke with local café providers to inquire reasons for non-submittal; café provider feedback was integrated in a revised RFP and lease
- July 8, 2019: RFP-19-44 closed with two submittals: 211 Café and Joyhouse Coffee Company
- Library Café Committee members were led through the City's RFP review and selection process by Gladys Shoemake, Purchasing Administrator
 - Committee members: Hadi Dudley, Library Director; Jessica Thurman, Assistant Finance Director; Melany Pichilingue-Rios, Purchasing Specialist; David Wright, Parks & Recreation Director; Aaron Jones, Library Advisory Board member and Teresa Stafford, Bentonville Library Foundation Executive Director
- Proposals were independently ranked by members based on criteria set forth in the RFP
 - Overall rankings were shared and reasons for rankings were discussed at a committee meeting on July 17, 2019
 - 211 Café ranked higher than Joyhouse Coffee Company
- Reference checks were made and shared at the July 17 committee meeting
- In-person interviews of both candidates were hosted by the committee on July 18, 2019
 - Library Café Committee members unanimously selected 211 Café.

Ongoing Committee Review

A Library Café Committee is formed to support the relationship by addressing various matters that may require attention, including, but not limited to:

- Hours of operation
- Non-permanent design elements/changes
- Signage and artwork
- Service and program options
- Policy / procedural questions or concerns.

Support for Library Café Amenity

In February and March, library patrons, staff and stakeholder groups provided feedback to BPL that clearly supported a café. As an empty space, it is regarded as a missing component; the amenity is a unique opportunity for community engagement.

According to the Library Advisory Board, "Part of the mission of the BPL is to engage the community in discovery, to promote literacy and to develop lifelong learners. These goals are supported and enhanced by the opportunity our patrons have to connect and interact over coffee or food in the café space. The ability to share food and drink with others - especially over a good book! - is a powerful tool in community-building and developing relationships that enrich the lives and families of our city."

Conclusion

The City's selection method was a fair and open process for securing the most qualified, best suited café provider for Bentonville Public Library. We look forward to working with 211 Café!

If you have any questions regarding this request, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Regards,

Hadi S. Dudley, Library Director
Bentonville Public Library

Attachments

- City of Bentonville Lease Agreement for Café Services inside the Bentonville Public Library
- Letter of Consent from the Bentonville Library Foundation for BPL/City to sublease the café space for the purposes of a café (February 11, 2019)



BENTONVILLE
LIBRARY FOUNDATION

*Supporting our library,
enlightening our community.*

Board of Directors

Patrick Carroll, President
Oelke Construction

Michelle Fittro, Vice President
Arvest

Matthew Kezhaya, Treasurer
Kezhaya Law Firm

Denise Estrada, Secretary
Bentonville Public Schools

Khadeeja Asif
Bentonville High School Student

Richard Binns
Edward Jones

Nicole Chalfant
Arvest

Bethany Culpepper
Hass Hall Academy

Carmille Davie
Weeco Media

Lisa Herschbach
Thaden School

Patrick Heavrin
Stafford & Westervelt

Christie King
Walmart

Benjamin Lacy
E. Gluck Corporation

Lauren Muck
Staybridge Suites

Rick Rogers
CEI Engineering Associates

Chris Sooter
Whistler Group, Inc.

Nithya Sundar
Bentonville High School Student

Advisory Board

Margaret Conrads
Crystal Bridges

Shelli Kerr
City of Bentonville

Howard Kerr
Retired

Ex Officio Board Members

Hadi Dudley
Director, Bentonville Public Library

Teresa Stafford, CFRE
Executive Director
Bentonville Library Foundation

February 11, 2019

Mayor Stephanie Orman
City of Bentonville
117 W Central Avenue
Bentonville, AR 72712

Dear City of Bentonville,

Please find this letter as the necessary prior written consent to sublet the café space within the Bentonville Public Library to a new vendor pursuant to paragraph 17 of the lease. We agree it is in the Library's best interest to host a café business within the Library and will approve a business selling light meals and drinks in the space. This space shall not be sublet for anything other than general library use or café sales without additional prior written approval from the Bentonville Library Foundation.

Sincerely,

Michelle Fittro, Vice President
Bentonville Library Foundation

CC: Teresa Stafford, CFRE
Executive Director
Bentonville Library Foundation

Hadi Dudley, Director
Bentonville Public Library

405 S MAIN ST • BENTONVILLE, AR 72712 • PHONE: 479-271-2464



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

CITY OF BENTONVILLE LEASE AGREEMENT

City of Bentonville Lease Agreement RFP-19-44, Cafe Services – Bentonville Public Library

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between the City of Bentonville for the use and benefit of Bentonville Public Library, hereinafter called CITY, and Doscientos Once, LLC DBA 211 Café, hereinafter called CAFE, Witnesseth:

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the CAFE as obligations to the CITY, the CITY lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property: the cafe space (building and equipment) located inside Bentonville Public Library at 405 South Main Street. (the westward interior space upon entering the library's main corridor. Approximately 954+/- square feet includes service counters, a lockable kitchenette and public seating area, among other amenities).

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained.

2. **Term.** This lease shall commence on *(Month Day, Year)* and shall extend for an initial period of twelve (12) months, ending on *(Month Day, Year)*. Prior to the end date of the initial twelve (12) month term, CAFE shall provide CITY with ninety (90) days written notification of their intent to renew. Upon agreement of both parties, the lease shall renew for a twenty-four (24) month lease term, commencing on *(Month Day, Year)*, and ending on *(Month Day, Year)*, automatically renewable upon mutual written agreement for two (2) consecutive twenty-four (24) month terms, to commence on *(Month Day, Year)* and ending *(Month Day, Year)*, to commence on *(Month Day, Year)* and ending *(Month Day, Year)*.

3. Rent/Fees/Report. CAFE agrees to pay CITY a monthly flat fee of \$950.00 (nine hundred and fifty dollars) no later than ten (10) working days following the close of each month.

The rental payment shall be delivered to Bentonville Public Library, 405 South Main Street, Bentonville, AR 72712. Any payments to CITY not made when due shall bear interest after maturity at the maximum effective agreement rate which may be lawfully charged.

5. Use. The leased premises shall be used only for the purpose of selling food, beverages, refreshments or other related products as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, CAFE shall not use or permit the space to be used for any unlawful, improper or offensive purpose whatsoever. The leased premises are provided as-is; minor or reasonable non-permanent modifications may be negotiated and must be approved by CITY.

6. Maintenance. CITY will perform all major and minor repairs in the leased premises; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said space. CAFE shall promptly notify Bentonville Public Library of any needed repairs.

7. Insurance. Upon time of signing the agreement, CAFE shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:

\$300,000 for one person involved in death or injury

\$500,000 for two or more persons involved in death or injury

8. Bond. Upon time of signing the agreement, CAFE shall provide a \$5,000 bond for performance and payment of items in relation to this contract.

9. Rights and Duties of Cafe. CAFE agrees to:

A. Individuals employed or associated with the business, either presently or upon any future hiring, must pass a criminal background check prior to performing work on Bentonville Public Library premises. Background checks will be administered by the CITY annually, and prior to the start date of any newly hired employees or associates, during the original term of this Lease and any future mutually agreed upon renewal years.

B. Conduct said business as not to interfere with other uses or activities on the property. Mail and deliveries should be made to café staff. CITY is not responsible for café items delivered to the library's receiving area.

C. Provide friendly service and a high quality, affordable café menu appealing to a broad range of age groups and income levels. Maintain adequate staff levels who possess proper expertise.

D. Adhere to all library policies and procedures. The library is a non-smoking, tobacco-free facility and grounds; weapons are not allowed on the property. The library's food and drink policy allows snacks and beverages procured from other vendors to be consumed in the facility. Café staff and customers must use the library's public restrooms.

E. Open and staff the café anytime the Library has scheduled activities, unless otherwise stipulated by the Library Director.

F. Open each day, at least fifteen (15) minutes prior to opening, and shall remain open until closing, unless a different agreement is made with the Library. Hours of operation are subject to the approval of the Library Director. A list of operational hours is attached hereto.

G. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.

H. In the event that the library loses its tax-exempt status due to this agreement, CAFE has thirty (30) days to opt out, or will be responsible for paying property taxes assessed for the defined square footage of the facility.

I. Maintain and protect the building and city equipment from excess damage.

J. Provide security of its own property within the leased premises.

K. CAFE is responsible for replacing city equipment if equipment is damaged. City equipment cannot be loaned or removed from the library premises. An equipment inventory is attached hereto.

L. Clean premises daily of all debris and remove all trash and deposit into library dumpster. This includes busing and sweeping the seating area and immediately cleaning up spills or messes in the café area.

M. CAFÉ has been granted authorization, via a separate agreement, by the City of Bentonville Wastewater Utilities Pretreatment Division to discharge the Café wastewater into the City of Bentonville sanitary sewer system. The authorization will expire on December 31, 2020, unless renewed.

i. In the event that the authorization becomes terminated for any reason, CITY shall purchase an appropriate grease trap and have it installed, if required to do so by the Bentonville Wastewater Pretreatment Division.

ii. In the event that a grease trap becomes required, CAFÉ shall be responsible for maintaining the grease trap to ensure it remains in full working order, and is cleaned as factory directed and/or as instructed by the Arkansas Health Department and/or City of Bentonville Code Enforcement. CAFÉ shall also be responsible for coordinating the emptying of the grease trap, and alerting CITY of any suspected repairs needed.

N. Interior and exterior signage and ambiance shall meet CITY guidelines and library approval.

O. Adhere to professional standards of business etiquette and shall not publicly disparage Bentonville Public Library or the City of Bentonville.

P. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.

Q. Leased premises must be cleaned and returned to Bentonville Public Library within two weeks after the lease is terminated.

10. Rights and Duties of the City. The CITY shall:

A. In its sole discretion, replace depreciated city-owned equipment that is no longer usable.

B. Have the right to inspect the café at any reasonable time during the term of the agreement.

11. Default/Termination.

If CAFÉ defaults in the payment of rent, or if it violates any other covenants of this agreement, CITY may terminate this contract, and CITY may immediately enter and retake possession of the leased premises. In the event that CAFÉ should default in the prompt payment or performance of any of its obligations as set forth herein, and in the event that it should become necessary for CITY to collect any past due payments or to enforce the other obligations of CAFÉ as set forth herein, by suit or otherwise, CITY shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30 day written notice.

12. Indemnity.

CAFÉ shall indemnify and hold harmless CITY from and against any and all claims arising from CAFÉ use of the premises or from the conduct of CAFÉ business from any activity, work or things done, permitted or suffered by

CAFE in or about the premises. CAFE shall further indemnify and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on CAFE'S part to be performed under the terms of this lease or arising from any act or omission of CAFE or any of CAFE'S agents, independent contractors, employees, and/or invitees and from and against all costs, attorneys' fees, expenses and liabilities in the defense of any such claim or any action or proceeding brought thereon.

If any action or proceeding is brought against CITY by reason of any such claim, CAFE upon notice from CITY shall defend the same at CAFE's expense, by counsel satisfactory to CITY, and CITY shall cooperate with CAFE in such defense. CAFE, as a material part of the consideration to CITY hereby assumes all risk of damage to property of CAFE or injury to person in, upon or about the premises arising from any cause, and CAFE hereby waives all claims in respect thereto against CITY.

13. Miscellaneous.

A. All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.

B. CAFE hereunder shall not sell, sublet or assign this agreement or any portion thereof to any other person or persons.

C. Upon agreement by both parties, any part of this agreement may be changed. This agreement shall be amended only upon mutual written agreement signed by all parties.

[This space has been intentionally left blank]

IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2019.

CITY OF BENTONVILLE,

BENTONVILLE, ARKANSAS

STEPHANIE ORMAN, Mayor

Attest:

LINDA SPENCE, City Clerk

CONTRACTOR

BY _____

NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A LEASE AGREEMENT WITH DOSCIENTOS ONCE,
LLC DBA 211 CAFÉ FOR CAFÉ SERVICES INSIDE THE
BENTONVILLE PUBLIC LIBRARY.**

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Doscientos Once, LLC DBA 211 Café to lease certain property inside Bentonville Public Library for the specified purposes of providing café services, more particularly described in the attached lease agreement and memo.

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 _____, 2019.

ATTEST

APPROVED

Linda Spence, CITY CLERK

Stephanie Orman, MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$7,088.73 to recognize and utilize funds reimbursed by the Department of Homeland Security and administrated through Benton County Emergency Management for recent advanced Bomb Squad training.

COST TO CITY:

Cost of this Request: none

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







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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,500.00 to recognize and utilize a donation from the NWA AAPI (Northwest Arkansas American Association of Physicians of Indian Origin) to be used for officer safety and public safety related equipment to include emergency trauma kits related items.

COST TO CITY:

Cost of this Request: none

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







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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Budget adjustment in the amount of \$173,000.00 to hire six personnel for the staffing of Fire Station #7.

COST TO CITY:

Cost of this Request: \$173,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	173,000
Remaining After Adjustment	\$ 173,000

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





BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Fire

Date of Request: August 13, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
102020-41010	Salaries		\$126,980.00	\$ (126,980.00)
102020-43210	Legal & Professional		\$ 3,870.00	\$ (3,870.00)
102020-42510	Minor Equipment		\$ 33,150.00	\$ (33,150.00)
102020-42020	Uniforms		\$ 9,000.00	\$ (9,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 173,000.00	\$ (173,000.00)

Justification:

Budget adjustment to finish the hiring of six personnel to staff Station # 7.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: Date entered: By:

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com

PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director
Date: August 13, 2019
Re: Staffing for Station # 7

The Fire Department is requesting a budget adjustment in the amount of \$173,000.00 to add six additional staffing positions for the staffing of Station 7. This adjustment would cover all anticipated cost of the additional staffing for the remainder of the year.

Depending on a recruit's level of certification, it is 60 – 90 days before they are able to function at our operational standards. With the anticipated opening of Station 7 in 2019, the six positions are needed to complete the staffing needs and allow a suitable timeframe to recruit, hire and train the new personnel prior to the opening of the new station.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance requesting City Council approval to update the Pay Plan to reclassify a Recreation Specialist Position (Grade 19) to a Parks Planner (Grade 33) for the Parks and Recreation Department.

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: Mayor Orman
CC: Jake Harper, Finance Director
From: David Wright, Parks and Recreation Director
Date: July 16, 2019
Re: Request to convert current vacant Recreation Specialist position to Park Planner Position.

In recent years, Bentonville's public parks spaces evolved. Ten years ago, our citizens were demanding the expansion of public recreation services. Now that Bentonville Parks and Recreation (BPR) offers a number of high quality recreation programs, we commonly hear requests to expand trails system and improve public spaces. This was evident as we conducted more than 25 public meetings during our Play Bentonville Plan. Our parks system continues to grow in a smart and economical manner, but growth is inevitable as our community continues to grow.

Currently, BPR is managing 42 capital improvement projects or plans. These 42 projects are all in various stages of development. Many are conceptual or in design development, some are in construction. However all capital projects take time and detail to manage. This number does not include our participation on other steering committees for projects managed by other departments or by other partners. For the most part, the Parks and Recreation Director manages these projects until a project begins construction. After construction begins, oversight moves primarily to the Parks Operations Manager. Both of these positions are tasked with many things and too many capital projects often pulls their attention away from the day-to-day duties needed to manage the department.

Recognizing the trend and workload, the desire for a Parks Planner position became an internal discussion about three years ago. However, I have been hesitant to request such a position in part of the need to ensure our maintenance team has all resources they need in order to continue performing at a high level.

Recently our team started an internal review of the recreation team. Now that many of the recreation programs are established, they run much smoother than the start-up programs

of five (5) years ago. Because of the public knowledge of many of these programs, things like marketing and registration are simpler and less time consuming. A few months ago, a recreation specialist position was vacated when a staff member moved across country. After her departure, we recognized the opportunity evaluate our current recreation program assignments, and part time staff schedules. Our team worked closely evaluating programs, job duties and schedules. After a slight reorganization and reassignment of work duties, we are in position to move the current position to a planner without cutting any programs. Additionally, the gap in salary is afforded by the cost savings from the creation of a new, more efficient part time staff schedule. See the explanation of costs below:

Park Planning Position – Total Cost to City Of Bentonville	\$84,050
Position Start Up Costs	\$6,429
Cost from Rec Specialist Position	\$47,251
Net Savings from PT Staff Reschedule	\$94,159
Total Costs Savings to City	\$50,341

As stated above, this request comes with no additional head count and with no additional dollars. Instead, we request the conversion of the vacant a Recreation Specialist position (GRADE 19) to a Parks Planner (GRADE 33).

Please note that this position will not eliminate the need for our department to hire outside consultants for design work for capital projects. Projects of any substantial size will always require contracting the labor, expertise, management and liability to external sources. Projects like the recent Tennis Court projects, Moberly Trail Crossing / HAWK Signal, Cub / Tiger Parking Lot are examples of recently completed projects that we will hire these external sources. Instead, this asset will provides us with a team member who is qualified to manage these external consultants and provide the proper oversight in all construction work. In addition, smaller jobs we are currently rely on other departments can be performed by our own team. Projects like trail repair and smaller park improvements can be designed and bid by this team member allowing us to be the most efficient team possible.

If you have any questions regarding this item, please call me at 271.6813 or email dwright@bentonvillear.com.

Attachments:

ORDINANCE NO. _____

**AN ORDINANCE CREATING A POSITION IN THE PAY
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the position of "Parks Planner", grade 33, should be and the same is
hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK