



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, August 27, 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: August 13, 2019**

AGENDA

1. Ozark Regional Transit Presentation – Jeff Hatley, Mobility and Public Information Manager.
2. Planning:
 - 2a. **Ordinance accepting a lot split of Lots 14-17, Block 1 of Young's Addition, Joseph and Jennifer Thompson, 706 SE 3rd Street, RC-2, Central Residential Moderate Density.**

(Pages 8-9)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 12, Block 1 of Young's Addition, creating new Lots 14-17, Block 1 of Young's Addition. The plat dedicates 20-foot utility easements along each front lot line. A 10-foot private access easement shall be dedicated per separate document to provide cross access for Lots 14 and 15. The plat dedicates additional right-of-way along SE G Street and SE 3rd Street to meet the requirements of the Master Street Plan.

- 2b. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, MSB Holdings, LLC, SW E Street and SW 5th Street.**

(Pages 10-12)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. This category represents areas that include townhouse and duplex residential properties with an approximate density of 8-12 units per acre. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan.

- 2c. **Ordinance changing real estate from R-1, Single Family Residential to C-2, General Commercial, Calvary Baptist Church, 2603 SE 14th Street.**

(Pages 13-16)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment and office use areas. They may also include other accessory uses such as restaurants, personal services, or other uses oriented towards office tenants. The proposed rezoning can potentially be justified due to the site's surrounding uses, adjacency to a major arterial road (SE 14th Street), and the general compatibility with the Future Land Use Plan.

- 2d. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, PMD Enterprises, LLC, Rice Lane and Rice Road.**

(Pages 17-21)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment and office use areas. They may also include other accessory uses such as restaurants, personal services, or other uses oriented towards office tenants. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan.

- 2e. **Ordinance changing real estate from A-1, Agricultural to R-ZL, Residential Zero Lot Line, Featherston Farms, LLP, Featherston Road and SW 28th Street.**

(Pages 22-27)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. These areas typically include large, detached, single-family properties at least one acre in size. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan as the R-ZL zoning district is meant to provide a variety of housing types.

3. A resolution declaring a residential structure be a nuisance and setting a hearing for the condemnation of said structure located at 1703 SE "J" Street.

(Pages 28-33)

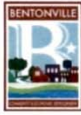
4. A resolution to approve a social media policy providing guidelines for use of social media tools for communication between the public and city departments, divisions and staff.

(Pages 34-37)

5. A resolution setting a public hearing for September 10, 2019 for a Street Right of Way Vacation requested by CEI Engineering located in W A Burks Addition (between lot 13, block 16 and lot 16, block 15). **(Pages 38-40)**
6. Resolution authorizing the Mayor to enter into an agreement with Traffic Engineering Consultants, Inc., for the traffic signal timing study of 32 intersections. These traffic studies will be used to improve the signal operation at each intersection. This is a lump sum agreement in the amount of \$39,000.00. **(Pages 41-48)**
- 7a. Resolution to authorize the Mayor and City Clerk to enter into an agreement for the professional services of Garver, LLC. Garver has been selected to revise and update the Master Street Plan and Street Specifications. **(Pages 49-75)**
- 7b. Budget adjustment in the amount of \$451,400.00 for the professional services agreement with Garver, LLC to update the Master Street Plan. **(Pages 76-77)**
8. Resolution accepting Right of Way donation from the LSD18-0043 Emerson Group Expansion project. Right of Way dedication was needed to help make the alleyway more functional for the public. **(Pages 78-84)**
9. A resolution seeking Council approval to accept the proposed Bentonville Municipal Airport/Louise M. Thaden Field, Turf (Grass) Runway 17/35 Written Operations Procedures. **(Pages 85-89)**
10. A resolution seeking Council approval to authorize the Mayor to execute a Maintenance Services Agreement with THE TAILWIND AVIATION FOUNDATION, INC. concerning the upkeep and care of the turf runway at the Bentonville Municipal Airport. **(Pages 90-97)**
11. Ordinance requesting a waiver of bid to allow for the purchase of six (6) Shield 12 Radar Speed Signs, and three (3) StaTTrak Data Collector (traffic counters and calming devices) through All Traffic Solutions at a cost of \$34,974. The equipment is a proprietary product using Cloud-Synchronized and Web-based Apps solely engineered and manufactured by All Traffic Solutions, Inc. (attached sole source letter). The technology associated with these products include wireless communication capability for collecting data on the road, transmitting to a server, and reporting the data wirelessly into a format easily reviewed by city departments. All equipment comes with a 3-year warranty. Equipment will be purchased from funds set aside from the Engineering Department and Police Department. **(Pages 98-120)**
12. This is a request to shift one member of personnel from the District Court to the Police Department, (see Memorandum from Chief Court Clerk Jennifer Jones and Chief Jon Simpson for a complete explanation), item # 1. Contained within this request is a budget adjustment (see budget adjustment form) to provide one vehicle for the police department to support this request, item # 1a. Because it would be accomplished late in the year, this personnel request can be completed without any sort of budget adjustment. The accompanying vehicle, however, does require a budget adjustment. This vehicle can be purchased from Superior Auto Group in Siloam Springs. The funding of this vehicle, including ALL equipment and up-fitting, amounts to approximately \$45,000.00. This estimate would

include the purchase of the vehicle, including options and delivery, at 2019 State Bid pricing. It also includes the cost of the equipment and up-fitting which is estimated at \$15,000.00. (Several vehicle options exist that allow this total expenditure to be less than the standard Tahoe budget amount of \$52,000.00 and would be determined by late year availability). The purchase would be in adherence to state spending requirements and having Superior Auto Group provide the vehicle, equipment, and professional installation services will streamline the process, protect our vehicle's warranty, and also allow the equipment and up fitting costs to be included in the final purchase price of the vehicle. **(Pages 121-125)**

13. City Council approval of a Change order to increase the anticipated contract amount of our current agreement with Kristen Bernards to offer Swim Instruction at the Bentonville Community Center. **(Pages 126-130)**
14. City Council approval of a Change Order to increase the anticipated contract amount of our current agreement with Sarah Gwin to offer Swim Instruction at the Bentonville Community Center. **(Pages 131-135)**
15. Resolution dissolving the Bentonville Animal Shelter Special Task Force and the Bentonville Pet Resource and Service Center Steering Committee. **(Page 136)**



City Council Agenda Items

For City Council Meeting of August 27, 2019

From the August 20, 2019 Planning Commission Meeting

Ordinance accepting a lot split of Lots 14-17, Block 1 of Young's Addition, Joseph and Jennifer Thompson, 706 SE 3rd Street, RC-2, Central Residential Moderate Density.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 12, Block 1 of Young's Addition, creating new Lots 14-17, Block 1 of Young's Addition. The plat dedicates 20-foot utility easements along each front lot line. A 10-foot private access easement shall be dedicated per separate document to provide cross access for Lots 14 and 15. The plat dedicates additional right-of-way along SE G Street and SE 3rd Street to meet the requirements of the Master Street Plan.

Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, MSB Holdings, LLC, SW E Street and SW 5th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. This category represents areas that include townhouse and duplex residential properties with an approximate density of 8-12 units per acre. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan.

Ordinance changing real estate from R-1, Single Family Residential to C-2, General Commercial, Calvary Baptist Church, 2603 SE 14th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment and office use areas. They may also include other accessory uses such as restaurants, personal services, or other uses oriented towards office tenants. The proposed rezoning can potentially be justified due to the site's surrounding uses, adjacency to a major arterial road (SE 14th Street), and the general compatibility with the Future Land Use Plan.

Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, PMD Enterprises, LLC, Rice Lane and Rice Road.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment and office use areas. They may also include other accessory uses such as restaurants, personal services, or other uses oriented towards office tenants. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan.

Ordinance changing real estate from A-1, Agricultural to R-ZL, Residential Zero Lot Line, Featherston Farms, LLP, Featherston Road and SW 28th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. These areas typically include large, detached, single-family properties at least one acre in size. The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan as the R-ZL zoning district is meant to provide a variety of housing types.



Consent Agenda Items

For Planning Commission meeting of August 20, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on August 13, 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.

Lot Split: Lots 14-17, Block 1, Young's Addition, Joseph and Jennifer Thompson, 706 SE 3rd Street, RC-2, Central Residential, Moderate Density, (LS19-0025)

A lot split of Lot 12, Block 1, Young's Addition, creating new Lots 14-17, Block 1, Young's Addition. The plat dedicates 20-foot utility easements along each front lot line. A 10-foot private access easement shall be dedicated per separate document to provide cross access for Lots 14 and 15. The plat dedicates additional right-of-way along SE G Street and SE 3rd 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/>)

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 14-17, BLOCK 1 OF
YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS19-0025).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 14-17, Block 1 of Young's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 20, 2019; and,

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

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

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

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

Section 1: That the lot split of Lots 14-17, Block 1 of Young'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 lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



MSB Holdings, LLC

Southwest E Street and Southwest 5th Street

PC Date: 8/20/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0024
Applicant / Current Owner	MSB Holdings, LLC 224 N Main Street Bentonville, AR 72712
Site Area	+/- 0.42 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential

Property Description

This property is located at the northeast corner of SW 5th Street and SW E Street. The site is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1 to the north, west, and south, and RC-2, Central Residential-Moderate Density, to the east.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. This category represents areas that include townhouse and duplex residential properties with an approximate density of 8-12 units per acre.

Analysis

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

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

Location Map





July 8, 2019

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

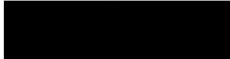
RE: 508 & 506 SW 5th Street
Bentonville, AR 72712

Dear Planning Commission,

We request to rezone approximately 0.42 acres made up of an existing three parcels at 506 & 508 SW 5th Street (parcels 01-02705-000, 01-01817-010, and 01-02704-000) from R-1 to DN-2. The future land use for these parcels is Medium Density Residential. With the approval of this rezone, we will propose a lot line adjustment to reconfigure the parcels to remain residential lots for future homes. The DN-2 zoning requirements are more favorable to the intended design of the future homes.

Thank you for considering this request. Please contact me with any questions about this proposed rezone.

Sincerely,



Kelsey Kreher
Civil Designer/Client Lead
(479)273-7780x355

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ19-0024).

WHEREAS, MSB Holdings, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2 BLOCK 2 GILMORES ADDITION AS SHOW ON PLAT RECORD BOOK "A" PAGE 37 AND FILED FOR RECORD IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 20, 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-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Calvary Baptist Church

2603 SE 14th Street

PC Date: 8/20/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0025
Applicant / Current Owner	Calvary Baptist Church PO Box 545 Centerton, AR 72719
Site Area	+/- 5 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Office

Property Description

This property is located north of SE 14th Street and west of Phyllis Street. The site is currently zoned R-1, Single Family Residential. Adjacent zonings are I-1, Light Industrial, to the north, C-2, General Commercial, to the east and west, and A-1, Agricultural, to the south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment and office use areas. They may also include other accessory uses such as restaurants, personal services, or other uses oriented towards office tenants.

Analysis

The proposed rezoning can potentially be justified due to the site's surrounding uses, adjacency to a major arterial road (SE 14th Street), and the general compatibility with the Future Land Use Plan.

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

Location Map



REZONING

at

2603 SE 14th Street, Bentonville, AR

For

Larry Garrett

The property at 2603 SE 14th St., owned by Calvary Baptist Church, is presently zoned R-1, and the land has been being used for a church. Calvary Baptist Church is in the process of selling the land to an adjacent landowner, Larry Garrett, member of Moberly Crossing, LLC, who intends to use the land to establish additional commercial facilities. In order to proceed with a commercial establishment in this area, it is necessary to rezone to C-2.

All surrounding properties are presently zoned commercial or industrial, except for the land immediately south (across SE 14th Street) which is zoned agricultural but is owned by a church.

Proposed use will be in compliance with C-2 zoning regulations.

Effects on traffic will vary depending on the final decided use. Any establishment at this location will require a large-scale development. Traffic impacts and signage will be further addressed with development plans and will be in compliance with Bentonville's Code of Ordinance. It is intended to keep the joint access to the west in place.

An existing 6" sewer line is located along the west side of this property, and a 12" waterline is located along the front (south side) of the property.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0025).

WHEREAS, Calvary Baptist Church 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-1, Single Family 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 THE EAST ½ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST, LOCATED IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHEAST CORNER OF THE EAST ½ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID DESCRIBED SECTION 33; THEN SOUTH 02°25'37" WEST – 621.52 FEET TO A POINT ON THE NORTHERNLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY NO. 102; THENCE NORTH 87°34'48" WEST – 330.30 FEET ALONG SAID HIGHWAY RIGHT OF WAY LINE; THENCE LEAVING SAID HIGHWAY RIGHT OF WAY LINE NORTH 02°25'37" EAST – 621.52 FEET; THENCE SOUTH 87°34'48" EAST – 330.30 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4.71 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 20, 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-1, Single Family 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 R-1, Single Family 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

Reviewer: Ali Worley, Planning Technician

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

~ 17 ~



July 15, 2019

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

**Re: Part of Parcel #01-00248-161 at NE 11th Street, Bentonville, AR
Rezoning Request**

PMD Enterprises, LLC is requesting to rezone approximately 11.49 acres located at NE 11th Street from A-1 agricultural to C-2 Commercial. The owner is requesting the rezone to construct a commercial development consistent with the adjacent Rice Office Complex, and ownership will eventually be transferred to the owners of the existing complex. Traffic will likely increase but NE 11th street is being built to accommodate the growth. Additional signage is anticipated, if required they will meet local standards with the necessary permits. The aesthetics of the building will also be consistent with the existing Rice Office Complex. Water and Sewer are available to the site from NE 11th street, however both will need to be extended to meet city development requirements along with providing the service to any future building.

Please feel free to contact me with any further questions.

Sincerely,
Morrison Shipley Engineers, Inc.



Patrick Foy, P.E.
Project Manager

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0026).

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

PART OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4) AND A PART OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 30 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING PK NAIL MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4) OF SECTION 21; THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 01°59'36" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4) A DISTANCE OF 1,294.11 FEET; THENCE LEAVING SAID EAST LINE, NORTH 87°04'41" WEST A DISTANCE OF 71.71 FEET TO A SET ONE-HALF INCH (1/2") REBAR WITH PS #1507 CAP; THENCE NORTH 87°04'41" WEST A DISTANCE OF 134.31 FEET TO AN EXISTING FIVE-EIGHTHS INCH (5/8") REBAR; THENCE SOUTH 02°18'28" WEST A DISTANCE OF 33.00 FEET TO AN EXISTING FIVE-EIGHTHS INCH (5/8") REBAR WITH PS #1181 CAP ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4); THENCE NORTH 87°04'41" WEST ALONG SAID SOUTH LINE A DISTANCE OF 292.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49; THENCE LEAVING SAID SOUTH LINE, NORTH 46°51'29" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 232.56 TO A SET ONE-HALF INCH (1/2") REBAR WITH PS #1507 CAP; THENCE NORTH 46°51'29" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 178.88 FEET TO AN

EXISTING AHTD ONE AND ONE-HALF INCH (1 1/2") ALUMINUM MONUMENT; THENCE NORTH 43°36'34" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 214.31 FEET TO A SET ONE-HALF INCH (1/2") REBAR WITH PS #1507 CAP AND THE POINT OF BEGINNING; THENCE NORTH 43°36'34" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 113.75 FEET TO AN EXISTING AHTD SIGN POST; THENCE NORTH 29°46'47" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 284.79 FEET TO AN EXISTING AHTD ONE AND ONE-HALF INCH (1 1/2") ALUMINUM MONUMENT; THENCE NORTH 25°02'54" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 376.83 FEET TO AN EXISTING AHTD ONE AND ONE-HALF INCH (1 1/2") ALUMINUM MONUMENT; THENCE NORTH 16°22'57" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 241.43 FEET TO A SET ONE-HALF INCH (1/2") REBAR WITH PS #1507 CAP; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 87°05'17" EAST A DISTANCE OF 718.31 FEET TO THE CENTER OF THE PROPOSED RIGHT OF WAY OF NORTHEAST ELEVENTH (11TH) STREET; THENCE SOUTH 25°01'02" EAST ALONG SAID CENTER LINE A DISTANCE OF 146.18 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 53.10 FEET, RADIUS OF 500.0 FEET, CHORD BEARING OF SOUTH 28°03'36" EAST, AND CHORD DISTANCE OF 53.08 FEET; THENCE SOUTH 31°06'09" EAST CONTINUING ALONG SAID PROPOSED CENTERLINE A DISTANCE OF 279.23 FEET; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 500.0 FEET, CHORD BEARING OF SOUTH 33°30'29" EAST, AND A CHORD LENGTH OF 41.97 FEET; THENCE LEAVING SAID CENTER LINE SOUTH 54°05'11" WEST A DISTANCE OF 35.0 FEET; THENCE SOUTH 51°39'08" WEST A DISTANCE OF 632.05 FEET TO THE POINT OF BEGINNING.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 20, 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 A-1, Agricultural to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Featherston Farms, LLP

Featherston Road and Southwest 28th Street

PC Date: 8/20/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0027
Applicant / Current Owner	Featherston Farms, LLP 9163 Featherston Road Bentonville, AR 72713
Site Area	+/- 40.59 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-ZL, Residential Zero Lot Line
Future Land Use Map Designation	Residential Estate

Property Description

This property is located at the northwest corner of SW 28th Street and Featherston Road. The site is currently zoned A-1, Agricultural. Adjacent zonings are R-1, Single Family Residential, to the west and south, county land to the north, and R-2, Duplex and Patio Home Residential, to the east.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Residential Estate. These areas typically include large, detached, single-family properties at least one acre in size.

Analysis

The proposed rezoning can potentially be justified due to the site's surrounding uses and the general compatibility with the Future Land Use Plan as the R-ZL zoning district is meant to provide a variety of housing types.

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

Location Map



1 – The current zoning is Agricultural and proposed is RZL. The property was just agricultural farm land and we are proposing to build single family houses.

The current land owners are Featherston Farms and Sunrise Developers is purchasing from them.

2 - The reason for the sale is to allow us to build the single-family homes.

3 - The property zoning requested will be a good fit for the surrounding neighborhoods.

It will be all single-family homes. Some will have rear alley garages and some will be front load. There is a similar development about 1/8 mile to the north of the property called Stone Meadows.

4 - Traffic issue will be worked out with the City of Bentonville during the process.

5. The subdivision will have street signs and also will have an entrance sign.

6. The subdivision will be aesthetically pleasing to the neighborhood with Brick and stone.

7. – The water is available right by the property it's a 8" line. The Sanitary sewer will require some off site.

The Storm sewer will also have some off-site requirements to handle the proposed storm water.

NOTICE OF INTENT TO REZONE

Sunrise Developers, Inc has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

Agricultural to RZL

The legal description of the property is as follows:

The SW 1/4 of the SE 1/4 of Section 2, Township 19N
Range 31W, which is all in Benton County, Arkansas

The common description of the property is: NW corner of SW 28th St & Featherston Rd

Proposed land use: Single Family Homes

The public hearing will be held August 20, 20 19 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

there is insufficient road infrastructure that must be addressed prior to any construction. There will be a dramatic increase in traffic in an already congested area with difficulty to access Greenhouse Rd, Regional Airport Rd and the concern during high traffic during school hours. How will water drainage be handled? There is currently a pond + natural

Christine D. Leicester

Printed Name

spring and if not addressed properly could pose issues to existing home owners adjacent to spring. We need to keep as much "green space" as possible. This greatly impacts wildlife habitats of numerous species and a natural water source for migratory birds. Additional homes with smaller sq footage, →

→ may potentially reduce our neighborhood property values. We strongly oppose building on this property however we understand that the current family wants to sell it. Bentonville should consider purchasing it for park use. The natural spring and pond make it a perfect spot for walking trails, bike trails and a natural park setting. Thank You. The deCasten Fam.'s

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

1. extra vehicle traffic.

2. schools are crowded & building across the street from a school

3. We like our quiet neighborhood

 Roger Rosenkrantz


Physical Address

RZ19 0027

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-ZL, RESIDENTIAL ZERO LOT LINE (PROJECT NUMBER: RZ19-0027).

WHEREAS, Featherston Farms, LLP duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-ZL, Residential Zero Lot Line to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE SW ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 19N, RANGE 31W, WHICH IS ALL IN BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 20, 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 A-1, Agricultural to R-ZL, Residential Zero Lot Line.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-ZL, Residential Zero Lot Line 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 27, 2019

Submitted by:

Lance Blasi

Department

Building Inspection

Phone

271-6882

ACTION REQUIRED:

A resolution declaring a residential structure be a nuisance and setting a hearing for the condemnation of said structure located at 1703 SE J Street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com

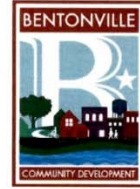


PLEASE RECYCLE



MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Lance Blasi, Chief Building Inspector
CC Date: August 27th, 2019
Re: 1703 SE J Street- Unsafe/unsightly structure.

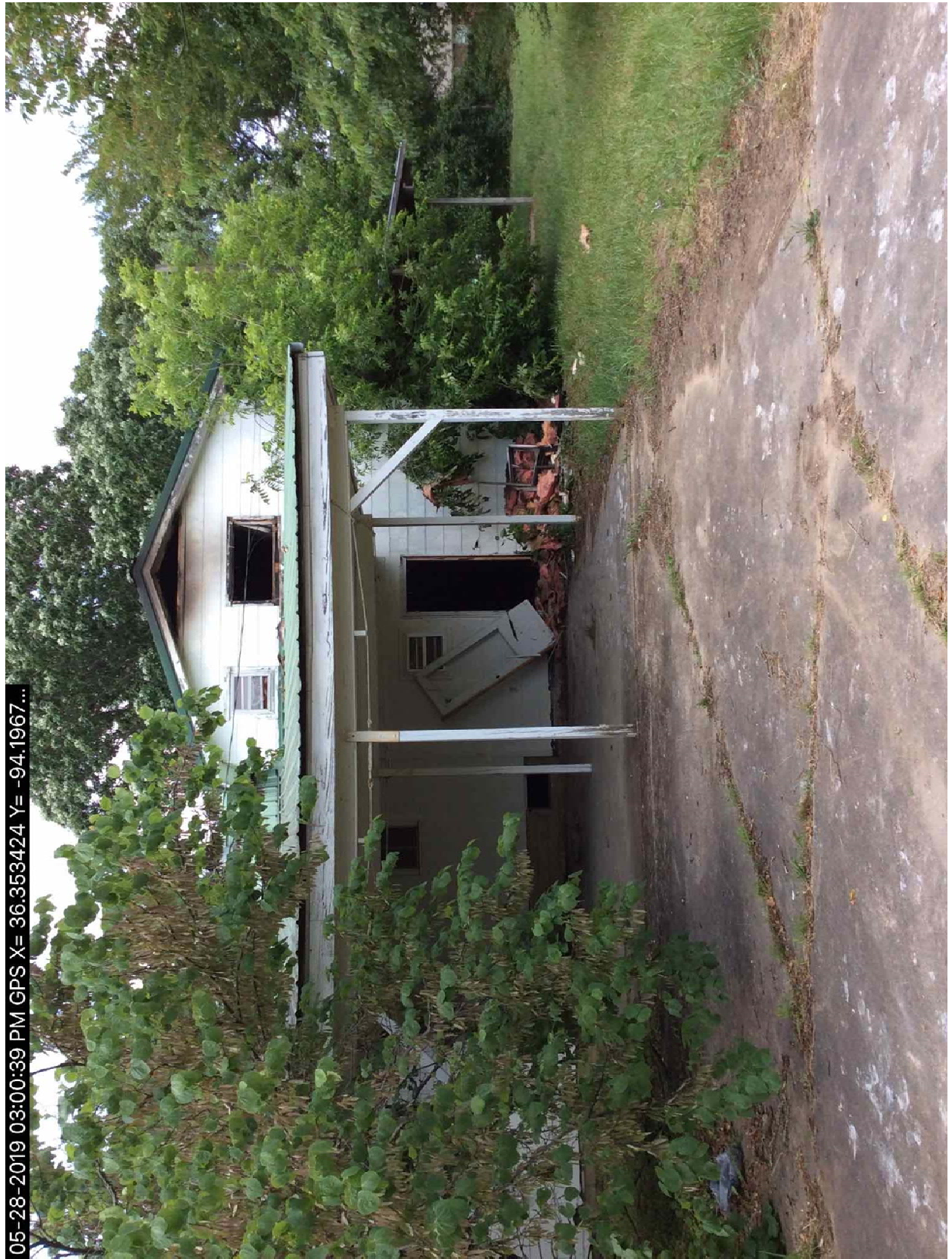


The house at this location has been abandoned for several years with a fire causing damage to the roof and exterior areas (see attached pictures). Utilities have been disconnected for several years, the exterior mechanical equipment and other parts of the structure have been vandalized and a fire caused the city Fire Department to cut a hole in the roof and has left the structure unsafe. Further issues exist with the failure of the owner to secure entry into the house and make repairs to the house resulting in multiple violations to the city Property Maintenance Code.

Please contact Lance Blasi with any questions or concerns regarding the Hearing at 479-271-3125 or lblasi@bentonvillear.com

05-28-2019 02:59:03 PM GPS X= 36.353149 Y= -94.197005





RESOLUTION _____

**A RESOLUTION DECLARING A STRUCTURE TO BE A NUISANCE
AND SETTING A HEARING**

WHEREAS, the Bentonville City Code provides a process to allow this body to declare a structure to be a nuisance, and

WHEREAS, the Council has been informed that a structure located at 1703 Southeast J Street in the City of Bentonville and owned by Steven and Debbie Goldmeier is unfit for human use or habitation because of dilapidation, defects increasing the hazards of fire or accidents, or structural defects or other conditions which render such structure unsafe or dangerous for either the residents of the structure or the neighborhood, to wit: The house at this location has been abandoned for several years with a fire causing damage to the roof and exterior areas (see attached pictures). Utilities have been disconnected for several years, the exterior mechanical equipment and other parts of the structure have been vandalized and a fire caused the city Fire Department to cut a hole in the roof and has left the structure unsafe. Further issues exist with the failure of the owner to secure entry into the house and make repairs to the house resulting in multiple violations to the city Property Maintenance Code.

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

Section 1. The structure located at 1703 Southeast J Street in the City of Bentonville, Arkansas and owned by Steven and Debbie Goldmeier is hereby declared to be a nuisance.

Section 2. A hearing is set for October 22, 2019 at 6:00 p.m. regarding the property described in Section 1. Notice shall be given to the property owner as provided in the City Code. The property owner may appear at the hearing and provide evidence to the Council regarding the condition of the property and why it should not be condemned.

Approved this _____ day of _____, 2019.

HON. STEPHANIE ORMAN, Mayor

Attest:

HON. LINDA SPENCE, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Debbie Griffin

Department

Administration

Phone

254-2028

ACTION REQUIRED:

A resolution to approve a social media policy providing guidelines for use of social media tools for communication between the public and city departments, divisions and staff.

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



City of Bentonville, AR - Social Media Policy



PURPOSE

To take advantage of wide-reaching and increasingly effective options for communications, the City of Bentonville may use social media tools to communicate messages to a broader audience in order to keep the public informed about the services and activities of its government and encourages the use of social media tools to further the goals of the City and the missions of its departments, where appropriate.

The City of Bentonville has an overriding interest and expectation in assuring the accuracy and consistency of what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of social media tools for communication between the public and city departments, divisions and staff.

GENERAL

1. All City of Bentonville department social media sites are subject to approval by the Mayor in consultation with the Community Relations and Economic Development Director (Community Relations staff).
2. The City of Bentonville's main webpage (www.bentonvillear.com) will remain the City's primary and predominant internet presence.
3. The best, most appropriate uses of social media tools for the City of Bentonville fall generally into two categories:
 - A. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
 - B. As marketing/promotional channels that increase the City's ability to broadcast its messages to the widest possible audience.
4. Wherever possible, content posted using social media tools will also be available on the City's main website.
5. Wherever possible, content posted using social media tools should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to be better informed about services or to conduct business with the City of Bentonville.
6. Departmental staff will be responsible for the content communicated via social media tools utilized by their department, in coordination with the Community Relations staff. Department staff is expected to ensure any content communicated via social media tools is maintained and current. The use of social media tools shall comply with all applicable City of Bentonville policies and standards, and more detailed administrative bulletins and guidelines specific to social media are authorized.
8. The content communicated via social media tools is subject to the Arkansas Freedom of Information Act.

9. All social media tools utilized shall contain Terms of Use and Privacy statements that are available via a prominent link on the primary landing page and/or signup/registration page of the tool.
10. Content posted or communicated using City of Bentonville social media tools, either by city staff or the public, will be monitored. Public comments should not be deleted from Social Media Accounts, but some platforms allow an administrator to hide comments. Content containing any of the following may be immediately regulated in a manner consistent with constitutional free speech rights of the comment writer:
 - A. Violates the Social Media Platform's terms of service;
 - B. Contains information about that is legally deemed confidential and should not be made public;
 - C. Considered pornographic, obscene, or defamatory in nature, including links to inappropriate sexual content;
 - D. Openly advocates for violence or the threat of violence;
 - E. Openly discriminates against others or advocates for discrimination based on race, creed, color, age, religion, gender, genetic information, sex, pregnancy status, sexual orientation, national origin, ethnicity, disability, veteran status, or any other legally protected class;
 - F. Solicitations of commerce or marketing of private business enterprises;
 - G. Encourage or promote illegal activity;
 - H. Include information that may compromise the safety or security of the public or public systems;
 - I. Appear to violate the intellectual property or copyright of any other party;
 - J. Content that is clearly off-topic or repetitive and detracts from the original City Social Media Content.

If posted content does not fall under one of the categories listed in 9(A) through 9(J), it shall not be hidden. These guidelines must be included in the Terms of Use statement(s).

ADMINISTRATION OF CITY SOCIAL MEDIA SITES

1. The Community Relations and Economic Development Director will maintain a list of social media tools that are approved for use by City departments and staff.
2. The Community and Economic Development Director will maintain a list of all City of Bentonville social media sites, including login and password information. This document of logon and password information is not subject to public disclosure pursuant to an exception included in the Arkansas Freedom of Information Act. Login and password information shall be in the custody of the Community Relations staff and the IT Manager.
3. The City must be able to immediately regulate non-allowed content from social media tools in a manner consistent with constitutional free speech rights of the comment writer.
4. Each social media tool approved for use by the City must comply with City and departmental standards and must be operated according to applicable law and industry best practices regarding various social media platforms.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A SOCIAL MEDIA POLICY
FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That a Social Media Policy for the City of Bentonville, as attached hereto
as Exhibit A, should be and the same is hereby adopted.

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

PASSED and APPROVED this ____ day of _____, 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 27, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A Resolution setting a Public Hearing for September 10, 2019 for a Street Right of Way Vacation requested by CEI Engineering located in W A Burks Addition (between lot 13, block 16 and lot 16, block 15).

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.

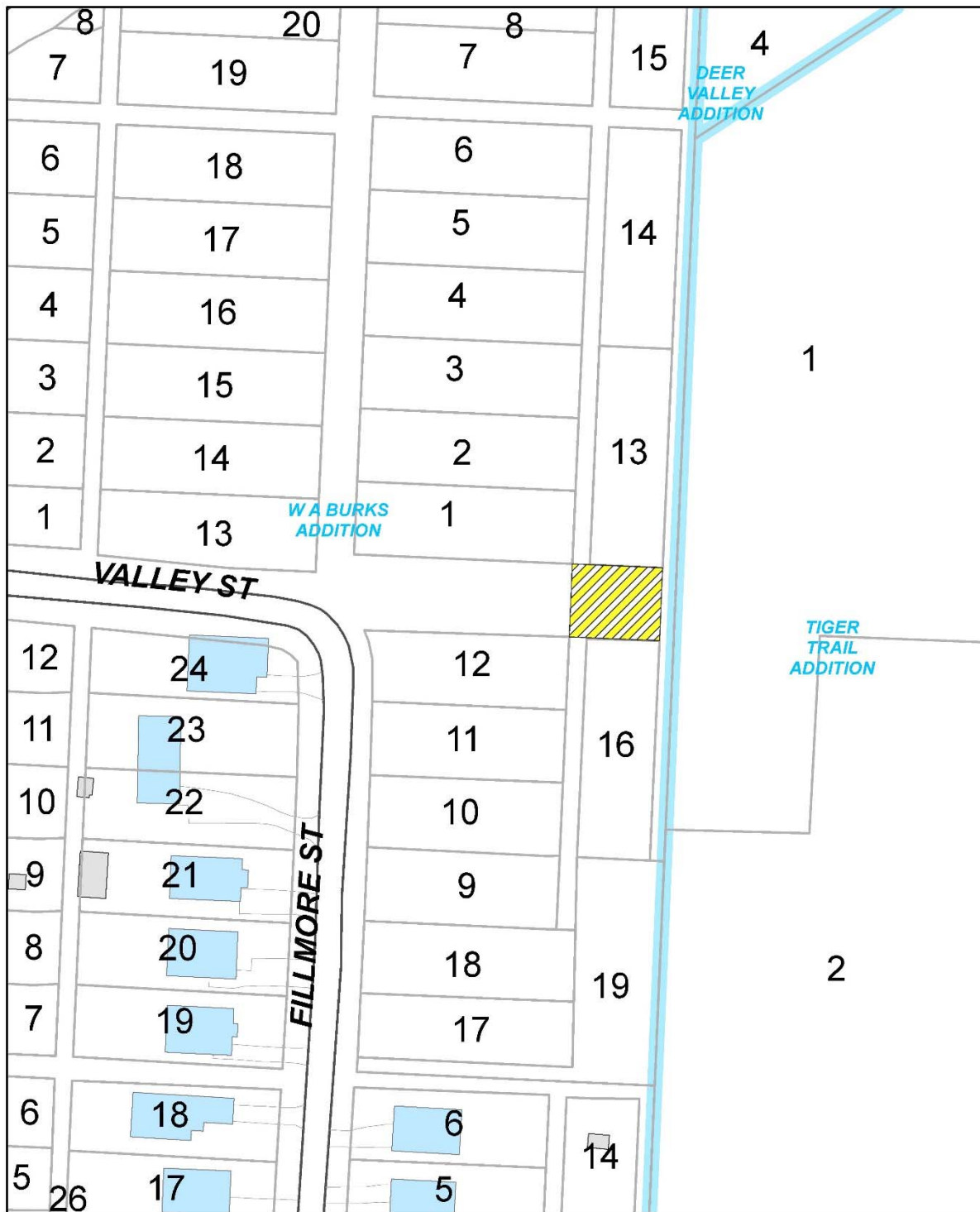
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





VAC19-0029
ROW Vacation
NE Corner of Valley St and Fillmore St



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting Street Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 13 in Block 16 to the North and Lot 16 in Block 15 to the South.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Street Right-of-Way is set for a hearing September 10, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a Resolution authorizing the Mayor to enter into an agreement with Traffic Engineering Consultants, Inc., for the traffic signal timing study of 32 intersections. These traffic studies will be used to improve the signal operation at each intersection. This is a lump sum agreement in the amount of \$39,000.00.

COST TO CITY:

Cost of this Request: \$39,000

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	48,000
Funds Expended to Date		
Remaining Budget		48,000
Budget Adjustment		-
Remaining After Adjustment	\$	48,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Thursday, August 15, 2019
Re: Agreement with Traffic Engineering Consultants, Inc.

Staff recommends City Council approval of the Resolution authorizing an agreement with Traffic Engineering Consultants, Inc. for the annual study of 32 traffic signals throughout the City.

This agreement of \$39,000.00 is for costs associated with the study of 32 traffic signals. These studies will establish new timing data that will be used to improve the traffic signal operations.

Funds for this study have been budgeted within the 203810-43210 street fund account; no budget adjustment will be needed.

Thank you for your consideration of this request.



August 14, 2019

Mr. Brad Conley
City of Bentonville
117 W. Central
Bentonville, AR 72712

Dear Brad,

Please accept this letter as a proposal to provide traffic signal timing for 32 traffic signal locations in the City of Bentonville. The signal locations are shown on the attached list. The traffic signal locations are also shown on the attached figure.

They include the traffic signals on the City's Siemens Tactics system along U.S. 71B (Walton) from Medical Center Drive to Tiger Boulevard, along S.H. 102 (14th Street) from Greenhouse Road to Bekaert Road, along Highway 12 from Greenhouse Road to SE "I" Street, and along Central Avenue from MLK to I-49. There are two new traffic signals being added at I-49 northbound and southbound.

The project includes the retiming of the 30 intersections and new timing plans for 2 intersections. Peak Hour traffic counts are needed at each of the intersections. The City of Bentonville will provide the peak hour counts at 19 intersections. TEC will collect the peak hour traffic counts at 13 intersections. The attached list summarizes the traffic counts to be taken. The traffic counts will be conducted when school is in session.

The traffic model will be updated using the new counts. Timing plans will be developed where necessary. The existing plans will be reviewed and updated.

All timing data will be input into the Siemens Tactics system. The timing plans will be downloaded to the signal equipment in the field and adjusted for the traffic patterns. The goal of the timing plans will be to reduce travel delay.

All collected data and analysis results will be documented in a report provided to the City upon completion of the project. The project should be completed by December 31, 2019.

The cost to complete the retiming of the traffic signals is \$39,000 lump sum. Work completed to date will be invoiced on a monthly basis.

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Ste. 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721
6931 S. 66th E. Avenue, Ste. 100, | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
Website: www.tecok.com

If you agree with these terms, please sign below and return a copy of the letter to us. A signed returned copy will be considered notice to proceed.

Sincerely,



Steven D. Hofener, P.E., PTOE
Principal

SDH/tm

Enclosure

APPROVED:

City of Bentonville

Date

Table 1 Intersection and Tube Count Locations List

Walton (US-71B) and (Walton North)

Node	Intersection	Peak Hour Time
1	Tiger	(7 a.m.-9 a.m.) (4 p.m-6 p.m.) (TEC)
23	Wal-Mart Transp. Center	(7 a.m.-9 a.m.) (4 p.m-6 p.m.) (TEC)
2	Central (SH-72)	(6 a.m.-10 p.m.) (City of Bentonville)
6	Supercenter	(6 a.m.-10 p.m.) (City of Bentonville)
7	SW 8 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
37	SW 8 th Street and I Street	(6 a.m.-10 p.m.) (City of Bentonville)
23	Redbud	(7 a.m.-9 a.m.) (4 p.m-6 p.m.) (TEC)

Walton South

26	SW 18 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
22	SW 28 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
32	SH-12 (Regional Airport)	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (3 p.m-6 p.m.) (TEC)
16	SW J Street	(7 a.m.-9 a.m.) (11:30 a.m. to 1:30 p.m.) (4:00 p.m.-6:00 p.m.) (TEC)
31	Medical Center Drive	(7 a.m.-9 a.m.) (11:30 a.m. to 1:30 p.m.) (4:00 p.m.-6:00 p.m.) (TEC)

Hwy 12 (Reg. Airport) and

43	Greenhouse	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
42	Bright Street	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
35	SE "I" Street	(6 a.m.-10 p.m.) (City of Bentonville)

14th Street and (Hwy 102 West)

40	Greenhouse	(6 a.m.-10 p.m.) (City of Bentonville)
39	Elm Tree	(6 a.m.-10 p.m.) (City of Bentonville)
38	Been Road	(6 a.m.-10 p.m.) (City of Bentonville)

14th Street and (Hwy 102 West)

30	SE "I" Street	(6 a.m.-10 p.m.) (City of Bentonville)
10	Walton (SH-102)	(6 a.m.-10 p.m.) (City of Bentonville)
11	SE "A" Street	(6 a.m.-10 p.m.) (City of Bentonville)
27	SE "C" Street	(7 a.m.-9 a.m.) (3 p.m.-6 p.m.) (TEC)
12	SE "J" Street	(6 a.m.-10 p.m.) (City of Bentonville)
13	SE "P" Street	(7 a.m.-9 a.m.) (4 p.m.-6 p.m.) (TEC)
14	Moberly	(6 a.m.-10 p.m.) (City of Bentonville)
15	I-540 SB Ramps (west side)	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
1015	I-540 NB Ramps (east side)	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
20	Bekaert Drive	(7 a.m.-9 a.m.) (4 p.m.-6 p.m.) (TEC)

Central

10	Moberly	(6 a.m.-10 p.m.) (City of Bentonville)
19	MLK	(6 a.m.-10 p.m.) (City of Bentonville)
XX	I-49 SB	(6 a.m.-10 p.m.) (City of Bentonville)
XX	I-49 NB	(6 a.m.-10 p.m.) (City of Bentonville)

24-Hour Count List

Walton	Between Supercenter & Central
Walton	South of 28 th Street
Walton	Between SW J Street and Medical Center
14 th St.	West of Walton.
14 th St.	East of "J" Street
Central	Between Moberly and MLK

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER
INTO AN AGREEMENT WITH TRAFFIC ENGINEERING CONSULTANTS
FOR A TRAFFIC SIGNAL TIMING STUDY AND COORDINATION PLAN.**

**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 Traffic Engineering Consultants for the annual traffic signal timing study and coordination plan at 32 signalized intersections for a lump sum amount of \$39,000.00 as per 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 #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

May 27, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Resolution to authorize the Mayor and City Clerk to enter into an agreement for the professional services of Garver, LLC. Garver has been selected to revise and update the Master Street Plan and Street Specifications.

COST TO CITY:

Cost of this Request: \$451,400

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Monday, August 19, 2019
Re: Acceptance of Garver, LLC, agreement for Master Street Plan

Staff recommends City Council approve a resolution allowing the Mayor and City Clerk to enter into an agreement for Professional Services with Garver LLC. This agreement will allow Garver to update the current 2008 Master Street Plan.

Garver will update the Master Street Plan by creating a comprehensive street network plan for all modes of transportation that will work in conjunction with all the current City of Benton Plans and Land Use Maps. There will be a strong effort to obtain significant input from the public. This plan update will include the following major items:

- Create a comprehensive Street Network plan for all modes of transportation
- Utilize Citizens input
- Create a recommended priority list of improvement projects and individual cost estimates
- Revise and update the current Street Standard Specifications and Details
- Development of a Local Transit System Plan
- Conduct a Parking Analysis

The anticipated timeline for the project is to be completed 310 days after the Notice To Proceed has been given. The agreement is a not-to-exceed contract in the amount of \$451,400 to Garver, LLC, for the professional services.

Please contact me at 479-271-5964 or dbirge@bentonvillear.com if you have any questions or concerns.

Thank you for your consideration of this request.



AGREEMENT FOR PROFESSIONAL SERVICES

**City of Bentonville
Bentonville, Arkansas
Project No. 19T21630**

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

The Owner intends for GARVER to perform a Master Street Plan Study that meets the following goals:

- Create a comprehensive street network plan for all modes of transportation that will work in conjunction with the current City of Bentonville Plans.
- Deliver Plan documents to citizens and elected officials that provide a detailed plan for developing the infrastructure.
- Obtain significant input from the public.
- Create a recommended priority list of improvement projects and individual cost estimates.
- Revise and update the current Street Standard Specifications and Details.
- Development of a Local Transit System Plan.
- Conduct a Parking Analysis

GARVER will provide professional services related to this Study as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES21630

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

SECTION 3 - PAYMENT

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



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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Public Outreach	\$38,900	Hourly with a Not-To-Exceed Amount
Traffic Engineering	\$204,000	
Transportation Engineering	\$111,400	
Parking Analysis/Local Transit Plan	\$97,100	
TOTAL FEE	\$451,400	

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be **\$451,400**. The actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2020.

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

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

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

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

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.



2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to



be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

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

5.3 Underground Utilities

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

5.4 Insurance

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

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

Garver shall name Owner as an additional insured on Garver's General Liability policy.

5.5 Records

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

5.6 Indemnity Provision – Not Used

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and



its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

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

Nothing contained herein shall waive any governmental immunity the Owner may be entitled to by law.

5.7.1 Hazardous Materials

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

5.8 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

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



5.9 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Hourly Rates and Fee Spreadsheets

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.



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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: RONOLD S. PETRIE
Printed Name

Title: _____

Title: SR. PROJECT MANAGER

Date: _____

Date: 2/21/2019

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

1. General

The City of Bentonville requires the professional services of an engineering firm to prepare a Master Street Plan. The goals of this study are as follows:

- Create a comprehensive street network plan for all modes of transportation that will work in conjunction with the current City of Bentonville Plans.
- Deliver Plan documents to citizens and elected officials that provide a detailed plan for developing the infrastructure.
- Obtain significant input from the public.
- Create a recommended priority list of improvement projects and individual cost estimates.
- Revise and update the current Street Standard Specifications and Details.
- Development of a Local Transit System Plan.
- Conduct a Parking Analysis

Generally, the scope of services needed to meet these goals consists of utilizing existing traffic data to predict future traffic volumes, developing a useful and functional Plan which establishes classifications of infrastructure, focusing on visual graphics, and addressing issues that are unique to Bentonville.

2. Meetings

For this project, we anticipate the following:

- One (1) kick-off meeting
- Eight (8) steering committee meetings
- Four (4) technical committee meetings
- Three (3) City Council or Committee of the Whole meetings
- Three (3) public involvement/open house meetings
- Three (3) outreach events

2.1. Kick-Off Meeting

After receipt of a formal Notice to Proceed, we will request a kick-off meeting with the City of Bentonville to review the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from other stakeholders, and discuss the project schedule and submittal dates. We will also discuss the relevance of previous studies and existing data to determine the extent of available data that is valid for use in carrying out the goals of this study.

2.2. Steering Committee Meetings

It is anticipated that the Steering Committee will be made up of 6-8 people and meet eight (8) times throughout the project.

The Steering Committee will receive project information, requests for feedback, etc. on a frequency to be determined by project timeline and specified project tasks.

The make-up of the Steering Committee may include:

1. Key City Staff and Department Directors
2. Select City Council or Planning Commission Members

3. Key Business Stakeholders (Walmart)
4. Local Active Transportation Representative
5. Other possible stakeholders as determined by the City

2.3. Coordination Meeting

Shortly after the kick-off meeting, Garver Team will schedule a coordination meeting with the consultants for other City Master Plans, the transportation/facilities managers, the superintendent from the Bentonville School District, Ozark Regional Transit, and representatives from Walmart.

2.4. Technical Committee Meetings

A Technical Committee will be formed to meet and discuss technical aspects of the project four (4) times throughout the project process. The precise meeting schedule will depend on project progression but will align with major technical milestones of the project.

The Technical Committee members will be a working extension of the Project Team and will receive correspondence on at least a monthly basis.

Potential Technical Committee members may include the following:

1. Ellen Norvell (Interim Community Development Director / City Engineer)
2. Shelli Kerr (City – Comprehensive Planning Manager)
3. Dennis Birge (City Transportation Engineer)
4. Nicci Tiner (Garver – Project Mngr.)
5. Zach Moore (Garver – Street Network / Typical Section)
6. Juliet Richey (Garver – Stakeholder/Public Outreach)
7. Kevin Gambrell (Garver - Stakeholder/Public Outreach)
8. Alliance Transportation Group – (ATG - representative TBD)
9. Other members as desired by the City

2.5. City Council or Committee of the Whole meetings

There will be three (3) meetings with the City Council/Committee of the Whole throughout the process:

- One meeting at the beginning of the project
- One meeting at the middle of the project
- One meeting near the end of the project

These meetings will serve to keep the Council briefed on the progress and direction of the project. To promote efficiency in the process, these may be conducted as joint meetings between the Planning Commission and City Council.

2.6. Public Meetings

Garver Team will collaborate with the City staff to develop the format and structure of three (3) open house style public meetings to present and receive feedback on the current and future transportation planning needs of the City. Comments from this meeting will be used to identify major needs and areas that require future study.

The first meeting will be early in the process. The second meeting will be midway through the process (as desired by the City), and the third meeting will be near the end of the project to obtain final comments when the project is 80-90% complete.

Garver Staff will coordinate with the City's Community Relations and Economic Development Director to assist with the creation of verbiage or the provision of graphics needed by the City to create appropriate marketing materials for the advertisement and promotion of the public meetings.

Garver will prepare materials required for the public meeting including display boards, handouts, and digital visual presentations as requested. Garver will provide staff to organize and run each meeting and will collaborate with the appropriate City staff to achieve the desired meeting or charette style. Garver will provide adequate meeting staff to answer any questions related to the study, make presentations, and man registration and exhibit areas. The comments from the public meeting will be summarized in the final report.

2.7 Outreach Survey and Events

Garver will create an online survey to promote strong and diverse citizen population input. The structure and content of the survey will be determined through collaboration with City Staff.

Garver will work closely with the City Community Relations and Economic Development Director to leverage the best dissemination of the survey to the community.

Garver will utilize their survey monkey license to host the survey. Survey results will be utilized throughout the project, and the survey data will be included within the final project document.

Social Media will also be utilized to promote the project. Garver Staff will coordinate closely with City staff to determine the best outlets and strategy for the promotion of the project utilizing social media.

Taking the project to the citizens by setting up outreach events in coordination with community events or within highly utilized gathering areas within the City can garner public feedback and interest from citizens who may not otherwise participate in the process. Therefore, three (3) project outreach events will be held in coordination with other local events or venues within the City. The timing and specific events/venues utilized by the project team will be determined upon coordination and discussion with City staff. However, the below list is suggestive of the types of events and venues that may be successful engagement opportunities:

- First Fridays
- Craft Fairs- Trade Days
- Farmers Market
- Bike Events
- Splash pad/ice rink
- Parks Events
- Crystal Bridges Events

3. Traffic and Safety - Preliminary Analysis

The preliminary analysis consists of data collection, data assembly, and assessment. The Garver Team will gather available information to assess the existing (2019) traffic conditions and to project future (2040) traffic conditions. We anticipate that most of this data will be available from the City of Bentonville, Northwest Arkansas Regional Planning Commission (NWARPC), and the Arkansas Department of Transportation (ARDOT). This includes information on the major streets such as speed limits, intersection geometry, crash data, traffic signal system information, existing land uses, as-built plans, right-of-way information, utility locations, and GIS information.

The following tasks will be accomplished for the preliminary analysis:

3.1. Data Collection

In order to complete the preliminary analysis, Garver will rely on existing data compiled from various sources.

3.1.1. Existing Traffic Data

ArDOT historical Average Daily Traffic (ADT) maps which are publicly available online will be tabulated by the Garver Team. This data along with information from the NWARPC travel demand model will be used to determine annual growth rates needed to project future volumes. Additionally, ArDOT turning movement data as well as City of Bentonville turning movement data will be compiled.

The City of Bentonville will provide login access to their Vantage software. Through this access, Garver can download signal timings and turning movement counts at 30 signalized intersections throughout the City. Additionally, the City will provide Garver with the existing Synchro files for Walton Boulevard, Central Avenue/Hwy. 72, and 14th Street/Hwy. 102. Additionally, the City will provide the existing turning movement data collected by others for the Walmart campus complex. Finally, ArDOT has available the following intersection turning movement counts:

- Hwy. 71 at Peach Orchard Rd (2014)
- Hwy. 71 (N. Walton Blvd) at I-49 (2017)
- Central Ave at McCollum (2014)
- Central Ave at NE 11th St (2015)
- Central Ave at McClain Rd (2015)
- Central Ave at NE McClain Rd (2014)
- Central Ave at Beau Terre Ave (2015)
- Central Ave at Stonebridge Way/Woods Creek Rd (2015)
- SW 14th St at Greenhouse Rd (2019)
- SE 14th St at I-49 SB Ramp (2013)
- SE 14th St at I-49 NB Ramp (2013)
- SW H St at SW Gator Blvd (2018)
- SW H St at Elk Rd (2018)
- SW H St at SW 41st St (2018)
- SE Walton Blvd at SE C St (2015)

3.1.2. Previous Traffic Studies/Projects

The Garver Team will gather prior studies that have been performed in the City in the past ten years. In particular, the 2014 City Wide Study will be reviewed and locations where improvements have been made will be documented. Additional information gathered will include future planned development, any proposed changes to freeway access at adjacent interchanges, regional growth trends, and "committed" projects that are programmed/funded such as the following:

- MLK four-lane boulevard extension to 14th Street/Hwy. 102 – this will tie into the intersection of SE S Street with a signalized intersection
- 8th Street project – this four-lane boulevard will extend from I-49 to SW I Street

- P Street – this is a private road in the Walmart campus
- 5th Street – this is an extension from J Street to Moberly Street with signals at each end – this is also part of the Walmart campus

3.1.3. Google Maps Data

Typical day data will be evaluated from available Google Maps information. This data will be used to identify corridors that consistently have medium to high traffic delays.

3.1.4. Geometric Data

Information from Google Earth, as-built plans from the City, and any new construction plans will be reviewed by the Garver Team to determine the existing or proposed geometry along corridors and at intersections in the City of Bentonville.

3.1.5. Safety Data

The Garver Team will compile the latest five years of crash data from ARDOT from the eCrash system managed by the Arkansas State Police. This database includes crashes submitted by the Bentonville Police Department, so no additional crash data will be needed from the City.

3.2. Utilization of Travel Demand Model

A travel demand model (TDM) can provide detailed information on the effort of land use changes including those associated with the relocation of employers such as moving the Walmart campus. Models base the forecasts of travel they provide on detailed inventories of population and employment that are geographically stratified into small zones.

Steps to model a business location change:

1. Identify the number of employees at the site (now and in the future)
2. Execute model to confirm the traffic forecast with business at current site
3. Modify the number of employees at both the "old" and "new" sites in the travel demand model
4. Execute the model for both a near term and long-term forecast year
5. Review roadway and transit volumes to determine differences in traffic volumes when business is moved
6. Report and map impacts to roadway congestion and transit usage

3.3. Traffic Volume Projections

Garver will use the collected data and the information compiled to produce balanced traffic volumes for 2019. These volumes will be projected to future year (2040) using historical annual growth rates, trip generation rates for committed projects, and the NWARPC travel demand model.

3.4. Operational/Geometric Analyses

Using high-level capacity analysis techniques based on tabular information, Synchro analyses, and Google Maps, the Garver Team will identify capacity problems along the corridors for both existing conditions and future 2040 conditions.

Corridors that are identified with poor level of service (LOS) will be further evaluated using Highway Capacity Software (HCS). This software includes modules to consider vehicular traffic as well as pedestrian, bicycle, and transit traffic to determine level of service (LOS) of each.

Synchro/SimTraffic software will be used at the intersections where data is available to perform operational analyses on the signalized intersections throughout the City as well as unsignalized intersections where existing data is available.

3.5. Safety Analysis

The Garver Team will compile the latest five years of crash data from ARDOT from the eCrash system managed by the Arkansas State Police. This database includes crashes submitted by the Bentonville Police Department, so no additional crash data will be needed from the City.

For the analysis, GIS maps will be developed showing the crashes identified by type and severity. These maps will be analyzed to determine if there are any crash clusters or prevailing trends in the study area. Additionally, crash rates will be developed to identify locations where the crash rates are greater than the statewide average. Individual crash reports will not be reviewed.

3.6. Opinion of Probable Costs

For budgetary purposes, a planning level cost estimate will be developed for the recommended improvements at each intersection or corridor. Costs used in the estimates will be derived from expenses associated with comparable projects and ARDOT's most recent sources. These costs will not include utility relocations, right-of-way, or professional services.

3.7. Documentation of Traffic and Safety – Preliminary Analysis

The results of our analyses will be documented. These preliminary findings will be presented to the City and the list will be narrowed to 15 locations for additional analysis.

4. Additional Analysis

For the additional analysis, Garver will evaluate up to fifteen locations where existing data was lacking or more analysis is needed using the existing data. Garver will collect updated 24-hour turning movements counts at the fifteen study intersections. This traffic data will be collected on a typical weekday when school is in session.

The analysis procedures will be similar to those performed in the Preliminary Analysis. Finally, planning level cost estimates for each location will be developed.

5. Street Classifications, Typical Sections, and Design Criteria

5.1. Evaluate Existing Street Functional Classifications and Design Criteria

Garver will compare the current Minimum Standard Specifications and available typical details for streets, pedestrian, and bicycle facilities with the state and national standards to evaluate the current design criteria for each functional classification and identified special districts. Recommendations for updates to the design criteria and classifications will be provided for City consideration.

5.2. Update Functional Classifications

Garver will update the functional classification of the roadway system based upon traffic volumes and input from the City. Changes will be based on the results of the analysis and the projected growth. New functional classification categories will be developed for the identified special districts within the City.

5.3. Update Design Criteria and Prepare Typical Street Details

Garver will review the recommended updates to the Design Criteria with the City and make the appropriate changes to the design criteria for the streets, pedestrian facilities, and bicycle facilities. Garver will prepare typical details to be utilized for future infrastructure design and construction.

5.4. Prepare Proposed Typical Street Sections, Including Pedestrian and Bicycle Facilities

Garver will prepare typical sections for each functional classification and identified special districts within the City. These typical sections will include on-street parking where applicable and provisions for pedestrian and bicycle facilities.

6. **Review Existing City Documents**

The existing City documents will be reviewed to ensure compatibility with each other as well as the results of the Master Street Plan.

6.1. Review Documents

The following document list is to be provided by the City of Bentonville for Garver to review and synthesize.

- 2008 Master Street Plan
- 2014 City Wide Traffic Study
- 2018 Bike and Pedestrian Plan
- Bentonville Community Plan
- Downtown Master Plan
- 2014 Bentonville Blueprint

6.2. Compare Documents to Ensure Continuity

Garver will ensure that all these documents are in agreement with each other and collaborate with City staff to see if updates are necessary. If updates are needed, Garver will provide recommendations to the City.

7. **Comprehensive Plan**

7.1 Connected Network

The Garver Team will provide recommendations to improve the connectivity of all modes of transportation. Priorities will be determined based on the improvement of traffic congestion, access to destinations, access to public transit nodes, and input from the City.

7.2. Multimodal Transportation Systems

The multimodal component will include an existing conditions assessment, network development and recommendations, and bike/ped results from the public/stakeholder engagement.

7.2.1. Existing Conditions Assessment

The existing conditions assessment will include the following:

- Plan Review
- Facility Inventory and Condition Assessment

- Safety Review
- Environmental Quality and Comfort Assessment/Level of Stress
- Travel Patterns
- Opportunity/Barrier Assessment
- Transit Connectivity and First/Last Mile Analysis

7.2.2. Network Development and Recommendations

The network development and recommendations will include:

- Preliminary and Final Bicycle/Pedestrian Networks
- Preliminary and Final Bicycle/Pedestrian Networks
- Transit Connectivity Recommendations
- Project List and Costs
- Facility Typology Development and Recommendations

7.2.3. Results of Public/Stakeholder Engagement

We will compile the results of the bike/ped survey elements and the online mapping tool.

8. Capital Improvement Plans

The Garver Team will utilize the information and data collected from the public participation meetings, steering committee meetings, staff input, traffic capacity/operational analysis studies, traffic safety analysis, connectivity review, and multimodal transportation system analysis to develop an unconstrained list of transportation improvements. All unconstrained projects identified will contain a project description and a planning level estimation of costs.

The Garver Team will develop a selection matrix based on input from the City to establish the selection criteria and weighting factors. Typical criteria includes project type (Congestion Reduction, Safety, Bike & Pedestrian, and Transit), estimated cost, connectivity, and project duration. This matrix will be utilized to set priorities and determine if the unconstrained project should be contained in the Capital Improvement Plan, future Bond Programs, or remain in the unconstrained list of projects.

8.1. Capital Improvement Plan

Garver will develop a Capital Improvement Plan of short-term improvements based on input from the City, results of the scoring from the selection matrix, and available funding. All projects selected will contain a one-page summary sheet with a schematic drawing, detailed cost estimate, and schedule.

8.2. Future Transportation Improvements

Garver will assist the City in developing a list of long-term improvements based on the remaining projects not selected for short-term improvements, input from the City, and the results of the scoring from the selection matrix. Schematic drawings will not be developed for the identified future projects.

9. Parking Analysis

Alliance will assist the Garver Team and the City in an analysis of policy regarding on-street parking in areas of the city outside of downtown and an arrangement for a public-private partnership for construction and joint use of off-street parking in a new garage.

9.1 Policy Support for On-Street Parking

Alliance will review the City's current policies and practices for determining when to provide for on-street parking outside of the downtown district and will consult with the City on the issues that should be considered when making decisions in the future. This will include consideration of how the allocation of space for parking will impact the City's ability to have enough lanes for traffic within the available right of way to provide a reasonable traffic level of service. Consideration will also be given to the City's desire for bike lanes, bus lanes or bus pull-out bays and how they might interact with or be impacted by on-street parking. Finally, Alliance will consult with the City on the proposed land uses for the property along the streets being considered and the need for on-street parking rather than off-street parking.

9.2 Policy Support on Guidance on a Public-Private Partnership for a Parking Garage

Alliance will provide policy support and guidance on a potential public-private partnership for construction and joint use of off-street parking in a new garage. Alliance will provide guidance regarding the useful life of a garage, the market for publicly available off-street parking at the location proposed at various levels of pricing, methods for management of the proposed facility, responsibilities for wayfinding signage and marketing the public availability of spaces in the facility, and the desirability of any proposed lease arrangements proposed to the City by the private partner.

10. Local Transit System Plan

10.1 Existing Conditions Analysis

The Garver Team lead by ATG for the Transit tasks will conduct a review of previous and ongoing planning and studies directly and indirectly related to transit. For the fixed route operational analysis, we will conduct an analysis of existing services in Bentonville that evaluates:

- Ridership;
- Fleet;
- Funding;
- On time performance;
- Travel time;
- Levels of service;
- Transfer opportunities; and
- Service standards.

For the market analysis, we will conduct an analysis that examines the existing and future markets driven by existing and projected population and employment data. Document relationship between land use, density and intensity of urban form as it relates to existing travel patterns and future transit propensity. Analyze productions and attractions from the NWARPC Transportation Demand Model. Conduct a key destination analysis. Analyze transit dependent and at-risk populations that include:

- Poverty
- Minority
- Car Free
- Senior
- Youth
- Disabled

- Limited English

Finally, we will summarize opportunities and constraints based on the Market and Operational Analyses.

10.2 Transit Oriented Development (TOD) Analysis

Using the Market Analysis as a starting point, we will identify and prioritize appropriate locations for TOD nodes and Mobility Hubs that have the highest potential for improved connectivity, economic development and public support. Additionally, we will review existing governance structures and land use policy and make recommendations for improvements and amendments that will foster and support future TOD.

10.3 Service Standards Task

We will develop service standards or guidelines and document key performance indicators. Develop Bentonville specific measurements to continue tracking performance measures after plan is complete.

10.4 Development Recommendations

The develop recommendations will take the form of service alternatives that identify the following components:

- Key corridors for service expansion and improvements.
- Levels of service in terms of route headways, span and days.
- Route alignments modifications
- Other operational recommendations to improve service such as partnerships with TNCs or On-Demand Pilot Programs.

11. **Prepare Final Report**

The final report will summarize the study procedures, improvements needed, and the methodologies used to support our results. A draft report will be submitted to the City for review. Once all comments have been addressed, three bound copies of and one CD copy of the PDF version of the final report will be submitted to the City.

12. **Project Deliverables**

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

1. PDF submittal of Meeting Minutes
2. Three hard copies and a PDF copy of the Final Report.
3. Electronic files as requested.

13. **Extra Work**

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

1. Redesign or restudy 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. Surveys.
4. Preparation of construction drawings.

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

14. Schedule

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

<u>Milestones</u>	<u>Calendar Days</u>
Kick-Off Meeting	10 days from NTP
Completion of Preliminary Analysis	120 days from NTP
Completion of Final Analysis	120 days from Approval of Selected Intersections
Submittal of Final Report	60 days from Approval of Final Analysis



APPENDIX B

**Bentonville Master Street Plan
Garver Hourly Rate Schedule: July 2019 - June 2020**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 108.00
E-2.....	\$ 126.00
E-3.....	\$ 152.00
E-4.....	\$ 178.00
E-5.....	\$ 217.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
Surveyors	
S-1.....	\$ 49.00
S-2.....	\$ 64.00
S-3.....	\$ 86.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 198.00
3-Man Crew (Survey).....	\$ 247.00
2-Man Crew (GPS Survey).....	\$ 218.00
3-Man Crew (GPS Survey).....	\$ 267.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00

Agreement for Professional Services
Bentonville Master Street Plan

Garver Project No. 19T21630

APPENDIX B

CITY OF BENTONVILLE BENTONVILLE MASTER STREET PLAN

FEE SUMMARY

Title I Services	Estimated Fees
Public Outreach	\$38,900.00
Traffic Engineering	\$204,000.00
Transportation Engineering	\$111,400.00
Parking Analysis/Local Transit Plan (Alliance)	\$97,100.00
Subtotal for Title I Services	\$451,400.00

APPENDIX B

CITY OF BENTONVILLE BENTONVILLE MASTER STREET PLAN

PUBLIC OUTREACH

WORK TASK DESCRIPTION	P-1	E-1
	\$131.00	\$108.00
	hr	hr
2. Meetings (includes meeting prep time)		
Kick-off Meeting	16	2
Coordination Meeting	14	
City Council Meetings (three meetings)	30	5
Public Meetings (three meetings)	35	4
Steering Committee Meetings (eight meetings)	80	8
Technical Committee Meetings (four meetings)	40	4
Public Outreach	22	3
Subtotal - Meetings	237	26
2. Other		
Online Survey preparation	8	
Integration with Final Plan Document	25	
Subtotal -	33	0

Hours	270	26
Salary Costs	\$35,370.00	\$2,808.00
SUBTOTAL - SALARIES:		\$38,178.00
<u>DIRECT NON-LABOR EXPENSES</u>		
Document Printing/Reproduction/Assembly	\$400.00	
Postage/Freight/Courier	\$0.00	
Travel Costs	\$322.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$722.00
SUBTOTAL:		\$38,900.00
SUBCONSULTANTS FEE:		\$0.00
TOTAL FEE:		\$38,900.00

APPENDIX B

CITY OF BENTONVILLE
BENTONVILLE MASTER STREET PLAN
TRAFFIC ENGINEERING

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
2. Meetings							
Kick-off Meeting	8						
City Council Meetings (three meetings)	24						
Public Meetings (three meetings)	24						
Technical Committee Meetings (four meetings)	32						
Subtotal - Meetings	88	0	0	0	0	0	0
3. Traffic and Safety Preliminary Analysis							
Data Collection							
Compile Existing Historical ADT (Assume 100 locations)						20	4
Compile Existing Turning Movement Counts (Assume 60 locations)						12	4
Review Previous Studies	4		4				
Compile Google Maps Data					2		
Compile Geometric Data						8	8
Compile Safety Data (5-Years)				4			
Utilize NARTS Model Data			4		4		4
Traffic Volume Projections	2		8	4		16	8
Operational/Geometric Analyses	2		64	160	102	64	16
Safety Analysis	2			16		24	12
Opinion of Probable Cost	2			4	8		
Preliminary Documentation	20		80	10	16	24	4
Subtotal - Traffic and Safety Preliminary Analysis	32	0	160	198	132	168	60
4. Additional Analysis							
Data Compilation			2	2	2	20	20
Analysis	4		32	64	40	36	12
Planning Level Costs	1			2	6		
Subtotal - Additional Analysis	5	0	34	68	48	56	32
5. Street Classifications and Typical Sections							
Evaluation	1		2		8		
Subtotal - Street Classifications and Typical Sections	1	0	2	0	8	0	0
6. Review Existing City Documents							
Internal Coordination	1			2			
Subtotal - Review Existing City Documents	1	0	0	2	0	0	0
7. Comprehensive Plan							
Internal Coordination	2	8		8			
Subtotal - Comprehensive Plan	2	8	0	8	0	0	0
8. Capital Improvement Plans							
Internal Coordination	1			2			
Prioritization	1	4			4		
Subtotal - Capital Improvement Plans	2	4	0	2	4	0	0
9. Parking Analysis							
Internal Coordination	2	2			2		
Subtotal - Parking Analysis	2	2	0	0	2	0	0
10. Local Transit System Plan							
Internal Coordination	1	2					
Subtotal - Local Transit System Plan	1	2	0	0	0	0	0
11. Prepare Final Report							
Final Documentation	12		40	8	4	16	2
Subtotal - Prepare Final Report	12	0	40	8	4	16	2
Hours	145	14	236	286	198	240	94
Salary Costs	\$39,440	\$3,038	\$42,008	\$43,472	\$24,948	\$25,920	\$7,426

SUBTOTAL - SALARIES: \$186,252.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$248.00
Postage/Freight/Courier \$0.00
Travel Costs \$2,500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,748.00

SUBTOTAL: \$189,000.00

SUBCONSULTANTS FEE: THE TRAFFIC GROUP (COUNTS) \$15,000.00

TOTAL FEE: \$204,000.00

APPENDIX B

CITY OF BENTONVILLE BENTONVILLE MASTER STREET PLAN

TRANSPORTATION ENGINEERING

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
2. Meetings							
Kick-off Meeting	3				3		
City Council Meetings (three meetings)	9				9		
Public Involvement Meetings (three meetings)	12				12		
Steering Committee Meetings (eight meetings)	20				20		
Technical Committee Meetings (four meetings)	12				12		
Client Coordination	10				12		
Subtotal - Meetings	66	0	0	0	68	0	0
5. Street Classifications, Typical Sections, and Design Criteria							
Evaluation of Typical Sections	2				8	24	
Evaluation of Existing Design Criteria	2				10	26	
Functional Classification Updates	1				8	20	20
Preparation of Typical Roadway Details	1				20	8	40
Preparation of Typical Street Sections	2		20		2		8
Design Criteria Revisions	2				24	16	
Sections	10	0	20	0	72	94	68
6. Review Existing City Documents							
Document Review					8	36	
Recommended Revisions	2				12	20	
Subtotal - Review Existing City Documents	2	0	0	0	20	56	0
7. Comprehensive Plan							
Connected Network	4				20		
Subtotal - Comprehensive Plan	4	0	0	0	20	0	0
8. Capital Improvement Plans							
Create Decision Matrix	4				8		
projects)	8				40	80	
Prepare short-term project improvement list & schematic exhibit	8				20	30	40
Prepare long-term project improvement list	2				16	20	
Subtotal - Capital Improvement Plans	22	0	0	0	84	130	40
11. Prepare Final Report							
Final Documentation	8				30	8	
Subtotal - Prepare Final Report	8	0	0	0	30	8	0
Hours	112	0	20	0	294	288	108
Salary Costs	\$30,464.00	\$0.00	\$3,560.00	\$0.00	\$37,044.00	\$31,104.00	\$8,532.00
SUBTOTAL - SALARIES:	\$110,704.00						
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly	\$300.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$396.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$696.00						
SUBTOTAL:	\$111,400.00						
SUBCONSULTANTS FEE:	\$0.00						
TOTAL FEE:	\$111,400.00						

Alliance Transportation Group, Inc.																
Name	Labor Category	Rate	Task 1		Task 3.3 Utilization of Travel Demand Modeler	Task 3.1 Evolution of Existing Street Designs, Interchanges		Task 2.2 Multimodal Transportation Systems		Task 3.0 Parking Analysis		Task 10.0 Local Transfer Plan		Total Labor and Direct Costs		
			Hours	Dollars		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
J.D. Allen	Project Manager	\$ 81.00	8	\$ 648.00	8	\$ 648.00	4	\$ 324.00	4	\$ 324.00	20	\$ 1,638.00	10	\$ 810.00	42	\$ 3,402.00
Jim Harvey	Planning Director	\$ 76.71	4	\$ 306.84	4	\$ 306.84	4	\$ 306.84	4	\$ 306.84	8	\$ 613.68	8	\$ 613.68	44	\$ 3,375.24
Tim Simon	Planner II	\$ 36.30		\$ -	4	\$ 145.20		\$ -	18	\$ 653.40	4	\$ 145.20	38	\$ 1,379.40	64	\$ 2,323.20
Amy Allen	Planner I	\$ 31.50		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 504.00	16	\$ 504.00
Brad Brey	Planner II	\$ 35.62		\$ -		\$ -	20	\$ 712.20	32	\$ 1,139.52	16	\$ 567.36	32	\$ 1,139.52	100	\$ 3,561.00
Cristi Standbury	Planner I	\$ 29.82		\$ -		\$ -	12	\$ 357.72	48	\$ 1,400.88		\$ -	46	\$ 1,371.36	106	\$ 3,159.86
Steve Balthaux	Planner I	\$ 26.91		\$ -		\$ -	32	\$ 861.12	48	\$ 1,291.68		\$ -	60	\$ 1,614.00	156	\$ 4,197.60
Shirley Johnston	Project Administrator	\$ 28.59	12	\$ 343.08		\$ -		\$ -		\$ -	16	\$ 433.56		\$ -	28	\$ 704.88
Mike Chorney	Sr. Travel Demand Modeler	\$ 63.60		\$ -	18	\$ 1,018.80		\$ -		\$ -		\$ -		\$ -	18	\$ 1,144.80
Tian Huang	Sr. Travel Demand Modeler	\$ 52.79		\$ -	24	\$ 1,266.96		\$ -		\$ -		\$ -		\$ -	24	\$ 1,266.96
Binbin Chen	Travel Demand Modeler I	\$ 39.75		\$ -	16	\$ 636.00		\$ -		\$ -		\$ -		\$ -	16	\$ 636.00
Jack Jones	Travel Demand Modeler II	\$ 48.65		\$ -	16	\$ 778.40		\$ -		\$ -		\$ -		\$ -	16	\$ 778.40
JiJai Jaiir	Travel Demand Modeler I	\$ 33.35		\$ -	12	\$ 400.20		\$ -		\$ -		\$ -		\$ -	12	\$ 400.20
Michael Waggoner	Travel Demand Modeler II	\$ 40.43		\$ -	36	\$ 1,455.48		\$ -		\$ -		\$ -		\$ -	42	\$ 1,696.00
Ming Zhao	Sr. Travel Demand Modeler	\$ 61.50		\$ -	16	\$ 984.00		\$ -		\$ -		\$ -		\$ -	16	\$ 984.00
Mohammad Molla	Travel Demand Modeler I	\$ 33.36		\$ -	8	\$ 266.88		\$ -		\$ -		\$ -		\$ -	8	\$ 266.88
Bill Louzon	Sr. Transportation Planner	\$ 65.82		\$ -		\$ -		\$ -		\$ -	32	\$ 2,105.28		\$ -	32	\$ 2,105.28
Direct Labor Subtotal				\$ 2,297.32		\$ 7,261.68		\$ 2,707.08		\$ 3,146.32		\$ 7,273.56		\$ 30,021.16		\$ 39,021.16
Direct Labor Total Overhead (on direct labor)				\$ 2,271.72		\$ 14,194.38		\$ 4,952.98		\$ 9,387.58		\$ 14,018.88		\$ 54,905.76		\$ 68,874.40
Labor + OH Subtotal				\$ 3,871.88		\$ 21,955.95		\$ 7,659.06		\$ 13,533.90		\$ 21,292.44		\$ 84,926.92		\$ 103,926.92
Facilities Capital Cost of Money (FCCM) (on direct labor)				\$ 440.60		\$ 2,634.67		\$ 913.97		\$ 1,747.03		\$ 2,665.40		\$ 10,911.22		\$ 13,569.62
NAB TOTAL Labor+OH+FCCM				\$ 4,316.44		\$ 24,615.05		\$ 8,585.69		\$ 16,321.80		\$ 24,341.91		\$ 95,838.15		\$ 117,496.54
Reimbursable Expenses*																
AlPhone	Unit Cost	400.00	2	\$ 800.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 800.00
Hotel	108.10	4	\$ 432.40		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 432.40	\$ 432.40
Rental Car	50.00	4	\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 200.00	\$ 200.00
Meals	55.00	8	\$ 440.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 440.00	\$ 440.00
Rental Gas	15.00	1	\$ 15.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 15.00	\$ 15.00
Total Prime Reimbursable Expense				\$ 4,116.44		\$ 24,615.05		\$ 8,585.69		\$ 16,321.80		\$ 24,341.91		\$ 95,838.15		\$ 1,004,224.69
Total Prime Cost				\$ 4,116.44		\$ 24,615.05		\$ 8,585.69		\$ 16,321.80		\$ 24,341.91		\$ 95,838.15		\$ 1,004,224.69
Total Direct Expenses				\$ 1,887.40		\$ 8,585.69		\$ 76.00		\$ 16,321.80		\$ 24,341.91		\$ 97,101.55		\$ 1,004,224.69
Total Contract Amount				\$ 6,003.84		\$ 24,615.05		\$ 8,585.69		\$ 16,321.80		\$ 24,341.91		\$ 97,101.55		\$ 1,004,224.69

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC, FOR THE PROFESSIONAL SERVICES TO REVISE AND UPDATE THE MASTER STREET PLAN AND STREET SPECIFICATIONS.

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

Section 1: That the City Of Bentonville be and is hereby authorized to enter into an agreement with Garver, LLC, for the professional services to revise and update the Master Street Plan and Street Specifications; in an amount of \$451,400.00, as per 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Budget adjustment in the amount of \$451,400 for the professional services agreement with Garver, LLC to update the Master Street Plan.

COST TO CITY:

Cost of this Request: \$451,400

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		451,400
Remaining After Adjustment	\$	451,400

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 27, 2019

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Resolution accepting Right of Way donation from the LSD18-0043 Emerson Group Expansion project. Right of Way dedication was needed to help make the alleyway more functional for the public.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Thursday, August 15th, 2019
Re: Right of Way Dedication for LSD18-0043 Emerson Group Expansion

Emerson Group Expansion is a private development located on NW A Street. The Owners wish to dedicate additional Right-of-Way (ROW) with this project to help make the alleyway more functional to the public and to improve the parking behind the expansion.

The owners of this development has offered to donate approximately 341 SF of ROW to the City of Bentonville. Attached is the Warranty Deed describing the location of the proposed ROW. Staff is seeking City Council approval and acceptance of the ROW donation.

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

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:

Lot 11, Claypool Addition, also known as Claypool Block Addition, to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record "G" at page 187;

RIGHT OF WAY DESCRIPTION: (Also see Exhibit 'A', attached)

COMMENCING at a Found $\frac{3}{8}$ " Rebar at the Northeast Corner of Lot 5, Claypool Addition, on the West Right-of-Way of NW "A" Street;

Thence along said West Right-of-Way of NW "A" Street, South $02^{\circ}24'46''$ West, a distance of 284.85 feet to a point;

Thence North $87^{\circ}37'00''$ West, a distance of 10.00 feet to a Set $\frac{5}{8}$ " Rebar w/ Cap "J. COLLINS PLS 1337" for the Northeast Corner of Lot 11 and the West Right-of-Way of NW "A" Street per the City of Bentonville Master Street Plan;

Thence along said Right-of-Way of NW "A" Street and the East boundary of said Lot 11, South $02^{\circ}24'46''$ West, a distance of 85.66 feet to a Set MAG Nail w/ Washer "J. COLLINS PLS 1337" in the North Right-of-Way of a 12-foot Alley;

Thence along said North Right-of-Way of a 12-foot Alley, North $87^{\circ}35'46''$ West, a distance of 121.18 feet to the POINT OF BEGINNING;

Thence continuing along said North Right-of-Way of a 12-foot Alley, North $87^{\circ}35'46''$ West, a distance of 81.82 feet to a Set MAG Nail w/ Washer "J. COLLINS PLS 1337" at the intersection of said North Right-of-Way and the East Right-of-Way of a 20-foot Alley, same being the Southwest Corner of Lot 11;

Thence along said East Right-of-Way of a 20-foot Alley and the West boundary of said Lot 11, North $02^{\circ}24'46''$ East, a distance of 5.68 feet;

Thence departing said East Right-of-Way of a 20-foot Alley and said West boundary of Lot 11, South $87^{\circ}35'46''$ East, a distance of 38.34 feet to a point;

Thence South $80^{\circ}09'32''$ East, a distance of 43.85 feet to the POINT OF BEGINNING, containing 341 square feet or 0.008 Acres, more or less.

Tract No. _____
Page 2 of 3

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.

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 or Grantor is hereunto set this _____ day of _____, _____.

Authorized Agent

Tract No. _____
Page 3 of 3

ACKNOWLEDGEMENT

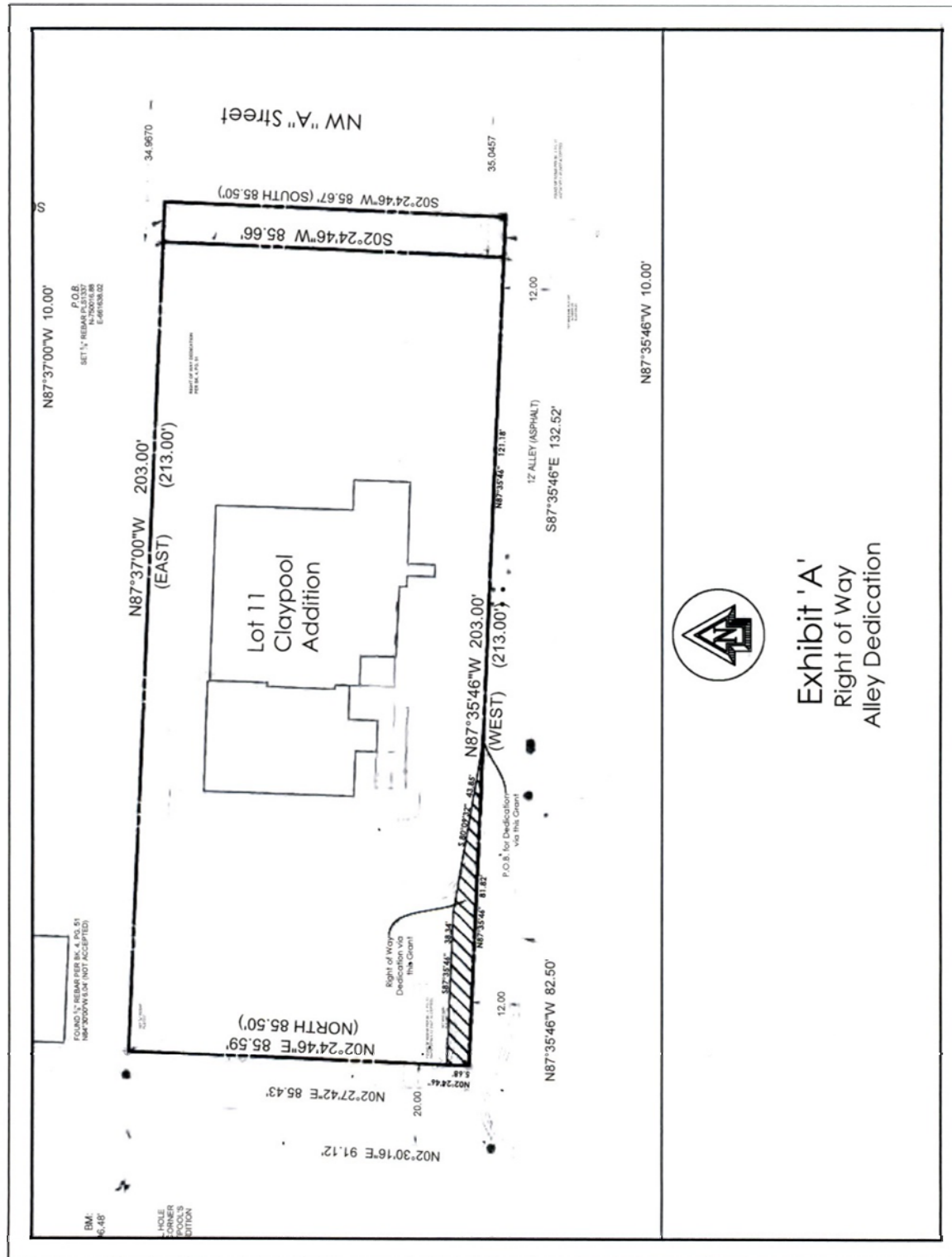
STATE OF ARKANSAS }
COUNTY OF BENTON }

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 _____ authorized agent of _____ and _____ 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 _____ day of _____, _____.

Notary Public

My Commission Expires: _____



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING RIGHT OF WAY
DONATION FROM LSD18-0043 EMERSON GROUP
EXPANSION 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 LSD18-0043 Emerson Group Expansion as 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 _____, 20____.

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 27, 2019

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

A resolution seeking Council approval to accept the proposed Bentonville Municipal Airport/Louise M. Thaden Field, Turf (Grass) Runway 17/35 Written Operations Procedures.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 19, 2019

TO: **City Council, Mayor Orman**

FROM: Chuck Chadwick, Airport Manager

RE: A resolution adopting the written procedures concerning the turf runway operations located at the Bentonville Municipal Airport.

This document sets forth in written form along with a visual exhibit, the proper operational procedures when using the turf runway 17/35 at the Bentonville Municipal Airport.

The FAA requires this documentation and is prudent for the safe operations when using the turf runway. This document is the result of many hours of work involving the FBO, the flight school, The Tailwind Aviation Foundation, Inc., city staff, the Airport Advisory Board, and many concerned pilots.

I have approved said document and support the adoption of said written procedures. I am an Arkansas licensed attorney and the contracted Airport Manager for the City of Bentonville.

The Airport Advisory Board approves and recommends the adoption of said written procedures.

Bentonville Municipal Airport/Louise M Thaden Field
Turf (Grass) Runway 17/35 Operations

Purpose: Establish procedures to safely operate on the Turf/Grass Runway 17/35 at Bentonville Municipal Louise Thaden Municipal Airport (VBT).

General: The Turf/Grass Runway 17/35 is a cooperative project between the City of Bentonville Arkansas, Private Parties, and the Tailwind Aviation Foundation, a charitable organization. The vision of the Turf/Grass Runway is to accommodate appropriate GA aircraft and antique aircraft that would normally use turf or grass surfaces and other aircraft to practice soft field landing or takeoff operations. The Turf/Grass Runway may also be used during appropriate emergency situations that may arise such as:

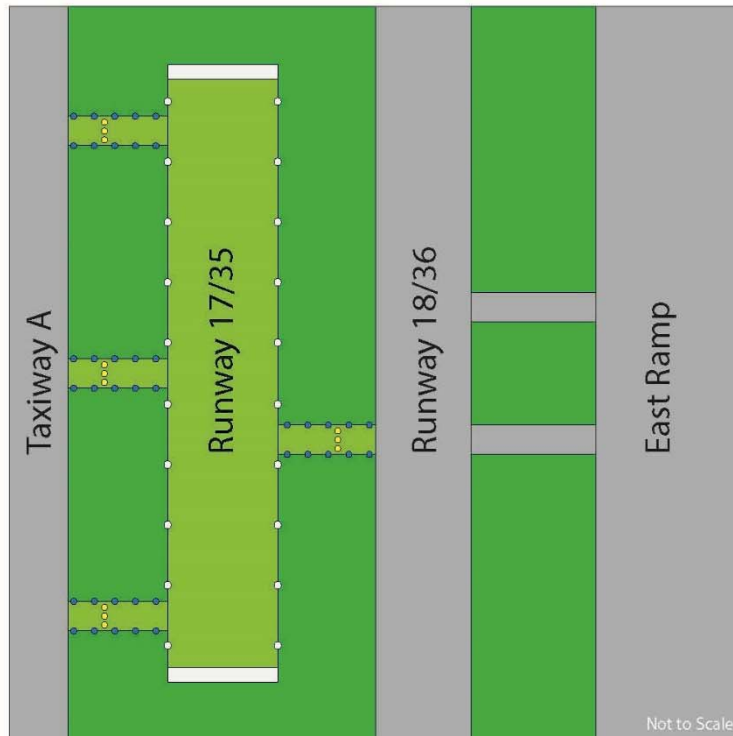
- Gear up landing
- The main landing surface, Runway 18/36, is unavailable or closed due to Foreign Object Damage (FOD) or other emergency situations.

Definitions/Terms/Descriptions

- **Operations:** A *Take Off* or *Landing* of an aircraft to or from a runway
- **Ground Movement:** Activities involving aircraft taxiing on a runway, taxiway, or apron
- **Turf/Grass Runway Edge Markers:** Circular markers used to identify the edge of the turf runway, running North - South, generally spaced 200' apart, size to be approximately 30" diameter and colored white.
- **Turf/Grass Taxiway Edge Markers:** Circular markers used to identify entrance and exit points on the turf runway. Size approximately 10 - 12" diameter and blue in color.
- **Turf/Grass Runway Threshold:** Each end of the turf runway is marked by a concrete threshold. Note: the concrete threshold was not designed for takeoff or landing.
- **Turf/Grass Runway Access:** Access to the turf runway is provided by turf taxiways that have been constructed and maintained with appropriate grade and grass height to allow safe access to the runway.
 - The turf taxiways on the west side of the turf runway provide access to Taxiway A and facilities on the west side of the airport.
 - The turf taxiway on the east side of the turf runway has been constructed to allow access to and from the East Ramp by crossing at the mid-field high-point of Runway 18/36. This was done to enhance runway safety by providing an access point that does not require back-taxiing on Runway 18/36. As taxiways on the east side of airport are constructed, allowing pilots to cross Runway 18/36 without back-taxiing, the continued maintenance and use of this taxiway will be reevaluated, and this document will be updated accordingly.

Operations

- I. Communications: Pilots shall self-announce on the published CTAF frequency, coordinating arrivals and departures on Runways 17/35 and 18/36.
- II. Procedures:
 - A. Standard Traffic Pattern is Left Traffic to both runways.
 - B. Aircraft shall exit and enter the Turf/Grass Runway only at defined areas. (See diagram)
 - C. Use of airstrips:
 1. *No Simultaneous Operations* - When an aircraft/pilot is landing or departing on either runway, no landings or departures are permitted on the adjacent runway unless direct 2-way communication has been made between the two aircraft.
 2. *Ground Activities* - When an aircraft is landing or departing on one of the two runways, no ground movement is permitted on the opposite runway unless direct 2-way communication has been made between the two aircraft.
 3. *Day/VFR use only* - No operations permitted at night or during IFR conditions.
 - D. Turf/Grass Runway 17 and hard surface Runway 18 are designated as Calm Wind runways.
 - E. West side of the airport: Hold short on Taxiway A or Circular Apron at the designated hold short lines for runway operations.
 - F. East side of the airport: Hold short on the East Ramp at designated hold short lines for runway operations.



RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE WRITTEN PROCEDURES
CONCERNING THE TURF (GRASS) RUNWAY 17/35
OPERATIONS LOCATED AT THE BENTONVILLE MUNICIPAL
AIRPORT.**

Whereas: the City of Bentonville is the owner and operator of the Bentonville Municipal Airport (KVBV) located in Benton County, Arkansas; and,

Whereas: the Federal Aviation Administration requires and it is prudent to have written procedures concerning the turf (grass) runway 17/35 operations located at the Bentonville Municipal Airport; and,

Whereas: that the established procedures to safely operated on the turf (grass) runway 17/35 at the Airport has now been memorialized in written form along with a proper visual exhibit; and,

Whereas: the Airport Advisory Board has considered said written procedures, and recommended same;

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

Section 1: That the attached written procedures concerning the turf (grass) runway 17/35 operations located at the Bentonville Municipal Airport are hereby adopted and passed.

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	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

A resolution seeking Council approval to authorize the Mayor to execute a Maintenance Services Agreement with THE TAILWIND AVIATION FOUNDATION, INC. concerning the upkeep and care of the turf runway at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 19, 2019

TO: **City Council, Mayor Orman**

FROM: Chuck Chadwick, Airport Manager

RE: A resolution seeking Council approval to authorize the Mayor and City Clerk to execute a Maintenance Services Agreement concerning the turf runway and outdoor pilot area located at the Bentonville Municipal Airport.

This document sets forth the rights and obligation between the parties to allow this non-profit corporation to provide services to the City of Bentonville and the Airport at no charge to the City. I believe this agreement adequately protects the City from liability and requires the non-profit corporation to carry adequate insurance to protect the City and the public from any damages caused by the corporation up to the policy limits of \$1,000,000.00.

I have approved said document and support execution of same. I am an Arkansas licensed attorney and the contracted Airport Manager for the City of Bentonville.

At the time of the writing of this memorandum, the Airport Advisory Board has not approved this agreement. However, the AAB scheduled a meeting on August 26, 2019, for the purpose of reviewing the agreement for possible approval prior to City Council presentation on August 27, 2019. If this matter is still on the active agenda for the City Council meeting of August 27, 2019, that means the AAB did approve the agreement. If the AAB fails to approve the agreement prior to the City Council meeting of August 27, 2019, I will request the removal of the item from the Agenda before consideration.

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (this "**Agreement**") dated effective as of _____ ("**Effective Date**"), is between **THE TAILWIND AVIATION FOUNDATION, INC.**, an Arkansas based 501(c)3 non-profit organization ("**Tailwind**"), and the **CITY OF BENTONVILLE, ARKANSAS** ("**City**").

RECITALS

- A. City is the owner and operator of the Bentonville Municipal Airport (KVBT) located in Benton County, Arkansas ("**Airport**").
- B. Tailwind has contributed to the development of the Airport's turf runway and outdoor pilot area, and wishes to see them maintained to a high standard.
- C. Tailwind and City together seek to find a cost-effective and efficient solution to maintaining the turf runway and outdoor pilot area.
- D. In consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **LANDSCAPE & MAINTENANCE SERVICES.** Tailwind hereby agrees to perform or have performed landscape & maintenance services ("**Services**") upon the Airport turf runway and outdoor pilot area as shown in Exhibit A attached hereto ("**Service Area**"). Such services will be provided at a level of care matching or exceeding City maintenance of City property at the Airport.
2. **LICENSE.** City hereby grants to Tailwind and its authorized agents the right and license to enter the Service Area and perform the Services in a reasonable manner.
3. **COSTS.** Tailwind will be responsible for costs associated with performance of the Services.
4. **TERM.** Services will be provided by Tailwind or its authorized agents to City on an as-needed basis beginning on the Effective Date and continuing for one year, unless terminated earlier by the parties ("**Service Period**"). The Services will be extended beyond the Service Period automatically on a year-to-year basis. Either Tailwind or City may terminate this Agreement at any time for any reason upon ten (10) days' written notice to the other party.
5. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement should be construed to create a partnership, joint venture, or employment relationship. The manner and means by which Tailwind chooses to complete the Services are in Tailwind's sole discretion and control. In completing the Services, Tailwind agrees to provide its own equipment and labor at its own expense. Tailwind shall be free at all times to arrange the time and manner of performance of the Services. Tailwind is not required to maintain any schedule of duties or assignments. Tailwind is not authorized to represent that it is an agent, employee, or legal representative of City. Tailwind is not

authorized to make any representation, contract or commitment on behalf of City or incur any liabilities or obligations of any kind in the name of or on behalf of City.

6. **MISCELLANEOUS.**

- a. **Insurance.** Tailwind agrees to obtain and maintain, at its cost, liability insurance during the Service Period. Airport Policy No: AP 01160601 has been obtained with Old Republic Insurance; City of Bentonville as additional named insured. A copy of said Certificate of Insurance is attached hereto, marked Exhibit "B", and made a part hereof.
- b. **Entire Agreement: Amendment.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified or supplemented by the parties hereto in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized officers or representatives.
- c. **Waiver.** The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach or non-compliance of this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.
- d. **Assignability.** This Agreement shall not be assignable without written mutual agreement by the parties hereto.
- e. **Governing Law.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Arkansas. Any suit involving this Agreement shall be brought in the state or federal courts for Benton County, Arkansas. The parties agree that venue shall be proper in such courts and that such courts will have personal jurisdiction over them.
- f. **Notices.** Any notice to be given herein shall be in writing and shall be deemed effectively given on the earlier of the day personally delivered, three (3) business days next following the day when deposited in the United States Mail, or the next business day following transmission via email. Rejection or other refusal to accept the inability to deliver because of a changed address of which the other has no knowledge shall be deemed to be receipt of the notice sent.
- g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.
- h. **Captions.** The captions appearing under the paragraph number designation of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective for all purposes as of the Effective Date.

TAILWIND:

THE TAILWIND AVIATION FOUNDATION, INC., an Arkansas based 501(c)3 non-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BENTONVILLE, ARKANSAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A





OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

CITY OF BENTONVILLE
117 W. CENTRAL AVENUE
BENTONVILLE, AR 72712

The following policy(ies)
Have been issued to:

TAILWIND AVIATION FOUNDATION, INC.
2205 SW I STREET
BENTONVILLE, AR 72712

AIRPORT POLICY INFORMATION:

AIRPORT POLICY NO: AP 01160601 POLICY PERIOD: FROM: August 7, 2019 TO: August 7, 2020
THIS COVERAGE IS EFFECTIVE 12:01 A.M. August 7, 2019
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

		LIMITS OF LIABILITY	
☒	Comprehensive General Liability	\$ CSL	Each Person \$ 1,000,000 Each Occurrence*
☐	Completed Operations / Products Liability	\$	Each Person \$ Each Occurrence*
☐	Hangarkeepers Liability	\$	Each Person \$ Each Loss*
☐	Premises Medical Payments	\$	Each Person \$ Each Accident*
☐	Not Applicable	\$	Each Person \$ Each Loss*

DEDUCTIBLES:

- ☐ Hangarkeeper's Liability \$ Each and Every Loss
- ☐ Premises Liability \$ Each claim with respect to Property Damage

*Refer to the Policy; an annual aggregate limit may apply to some coverage(s).

THIS CERTIFICATE HOLDER IS:

- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage, and included as an additional insured.
- ☐ Provided Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- ☒ Included as an Additional Insured on Airport Liability Coverage but only as respects to the Maintenance Services Agreement between Tailwinds Aviation Foundation, Inc. and the City of Bentonville, Arkansas.
- ☐ Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation and. - ten (10) days for nonpayment of premium - of any policy above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

Agency Name: JAMES A. GARDNER COMPANY, INC.
Agency Phone: 678-983-4482

Date: August 14, 2019



OLD REPUBLIC AEROSPACE, INC.

OLD REPUBLIC AEROSPACE, INC. Representative:

APCOI (02-16)

1990 VAUGHN ROAD, SUITE 350, KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599

EXHIBIT B

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO CONSENT TO AND EXECUTE ON BEHALF OF THE CITY OF BENTONVILLE A MAINTENANCE SERVICES AGREEMENT CONCERNING THE TURF RUNWAY AND OUTDOOR PILOT AREA LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville is the owner and operator of the Bentonville Municipal Airport (KVBV) located in Benton County, Arkansas; and,

Whereas: Tailwind Aviation Foundation, Inc. is an Arkansas based 501(c)3 non-profit organization that has contributed to the development of the Airport's turf runway and outdoor pilot area, and both parties wish to see the areas maintained to a high standard; and,

Whereas: it became necessary for the parties to execute a Maintenance Services Agreement to memorialize the rights and responsibilities between the parties; and,

Whereas: the Airport Advisory Board has considered said Maintenance Services Agreement and recommended same;

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 execute on behalf of the City of Bentonville, the MAINTENANCE SERVICES AGREEMENT.

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	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Ordinance requesting a waiver of bid to allow for the purchase of six (6) Shield 12 Radar Speed Signs, and three (3) StaTrak Data Collector (traffic counters and calming devices) through All Traffic Solutions at a cost of \$34,974. The equipment is a proprietary product using Cloud-Synchronized and Web-based Apps solely engineered and manufactured by All Traffic Solutions, Inc (attached sole source letter). The technology associated with these products include wireless communication capability for collecting data on the road, transmitting to a server, and reporting the data wirelessly into a format easily reviewed by city departments. All equipment comes with a 3 year warranty. Equipment will be purchased from funds set aside from the Engineering Department and Police Department.

COST TO CITY:

Cost of this Request: \$34,974

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>8/27/2019</u>
Requested by:	<u>Chief Jon Simpson</u>
Department:	<u>Bentonville Police Department</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Traffic calming devices to include speed display signs and counters</u>
Year & Model:	<u>various to include Shield 12 and StatTrak</u>
Serial #	<u>Pending</u>
To Be Purchased From:	<u>All Traffic Solutions Inc.</u>
	<u>12950 Worldgate Dr.</u>
	<u>Herndon, VA 20170</u>
Amount:	
Base Amount:	<u>\$ 34,974.00</u>
Tax:	<u> </u>
*Other:	<u> </u>
TOTAL	<u>\$ 34,974.00</u>
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
This is a waiver of bid to purchase sole source equipment to be used for traffic calming and traffic study purposes using funding from Engineering and Police.	
<u>Department Head</u>	<u>Director of Finance & Administration</u>

**ALL TRAFFIC
SOLUTIONS***A sign of the future.™*

All Traffic Solutions Inc.
12950 Worldgate Dr.,
Ste 310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006

Tax ID: 25-1887906

Mail Purchase**Orders to:**

3100 Research Dr.
State College, PA
16801

**Questions contact:
MANUFACTURER:****All Traffic Solutions**

Debi Carroll
(866) 366-6602

x

dcarroll@alltrafficsolutions.com

QUOTE Q-43206

DATE/TIME: 6/6/2019
11:40:08 PM

PAGE
NO:
1

Independent Sales Rep:

BILL TO:

City of Bentonville-AR-DOT
117 W. Central Ave
Bentonville, Arkansas 72712

SHIP TO:

City of Bentonville-AR-DOT

Attn: Tony Davis

PAYMENT TERMS: **CUSTOMER:** 249281 **CONTACT:** (479) 271-3130

Net 30

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	6.00	\$2,995.00	\$17,970.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	6.00	\$1,500.00	\$9,000.00
4000767	Base Model CREDIT, speed display; requires min 1 yr TrafficCloud Traffic Suite	6.00	(\$600.00)	(\$3,600.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	6.00	\$0.00	\$0.00
4001384	PROMO Base Model CREDIT, speed display; requires min 1 yr TrafficCloud Traffic Suite, valid until 8/31/2019	6.00	(\$400.00)	(\$2,400.00)
4000743	LFP Power kit, 10Ah battery (2), internal power controller, charger w/connector	6.00	\$595.00	\$3,570.00
4000521	Mount Kit, (Sh12,Sh15,S18,iA18) add'l mounting bracket, includes: bracket & hardware for pole	6.00	\$95.00	\$570.00
4001299	3 Year Warranty	6.00	\$0.00	\$0.00
4000641	Shipping Common Carrier	1.00	\$250.00	\$250.00

4000921	StatTrak Data Collector, TrafficCloud Ready with Cell Modem and GPS, Remote Management and Traffic Stats on up to 4 lanes approach or receding traffic	3.00	\$3,800.00	\$11,400.00
4000918	App, TrafficCloud Stats Suite for StatTrak (12mo); Equip Mgmt, Reporting and Mapping	3.00	\$950.00	\$2,850.00
4001190	Discount - New Purchase	1.00	(\$4,636.00)	(\$4,636.00)

Special Notes:	SALES AMOUNT:	\$34,974.00
	SHIPPING:	
	TOTAL:	\$34,974.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB Destination. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a three year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

Print Name, Title

Signature

Date



June 11, 2019

Tony Davis
City of Bentonville-
117 W. Central Ave
Bentonville, Arkansas 72712

Re: Sole Source with All Traffic Solutions products

The Shield™ radar speed display, SpeedAlert™ radar message sign is a proprietary product solely engineered and manufactured by All Traffic Solutions, Inc. All Traffic Solutions products are manufactured within the United States using domestic labor and components.

Our unique product features include:

- Connectivity (standard): Only our radar speed and message signs include wireless communication capability as a standard feature maximizing reliability. All Traffic Solutions holds the Patent for "collecting data on side of road, transmitting to a server, and reporting the data wirelessly". **US Patent 8,417,442**
- Cloud-Synchronized (standard): No charge web access to our basic hosted service allows you to manage your traffic data in a consolidated database and synchronize your messages across authorized handheld devices. Requires no IT setup or local installation.
- Web-based Apps (standard): Browser-based software interface automatically updates to the most current, feature-rich version at no charge.
- Mounting (standard): Our 12", 15" and 18" signs all utilize a standardized mounting configuration that allows the sign to be unlocked and removed in less than 10 seconds.
- Lightweight (standard): Our 12", 15", and 18" signs weigh 12, 18, and 29 lbs. respectively. The 24" signs weigh only 43 lbs. and fold in half for easy storage and transport.
- Extended battery life (standard): Internal Lithium-based batteries will add as little as 2.5 lbs. with one 12Ah) or 8 lbs. with two 16Ah batteries.



- TrafficCloud™ services (optional): Complement our equipment with centralized, remote management of all sign functions and data including GPS mapping, remote diagnostics and alerts. Our patent-pending automated speed reports make data collection and analysis as simple as it can get.
- Perpetual Warranty: Standard warranty remains in effect as long as TrafficCloud services are active.

We appreciate your interest in our solutions and look forward to helping address your needs.

Please direct further inquiries to my attention at 571-284-9019 or by email dcarroll@alltrafficsolutions.com

Sincerely,

Debi Carroll

Debi Carroll

Senior Sales Manager – FL, TX, LA, AR, MS, WV, TN, MO

Connected Solutions for
Better Traffic Safety Outcomes

ALL TRAFFIC
SOLUTIONS



COUNT, CLASSIFICATION & SPEED SAMPLE REPORTS



AllTrafficSolutions.com

Why You Need Traffic Data at Your Fingertips

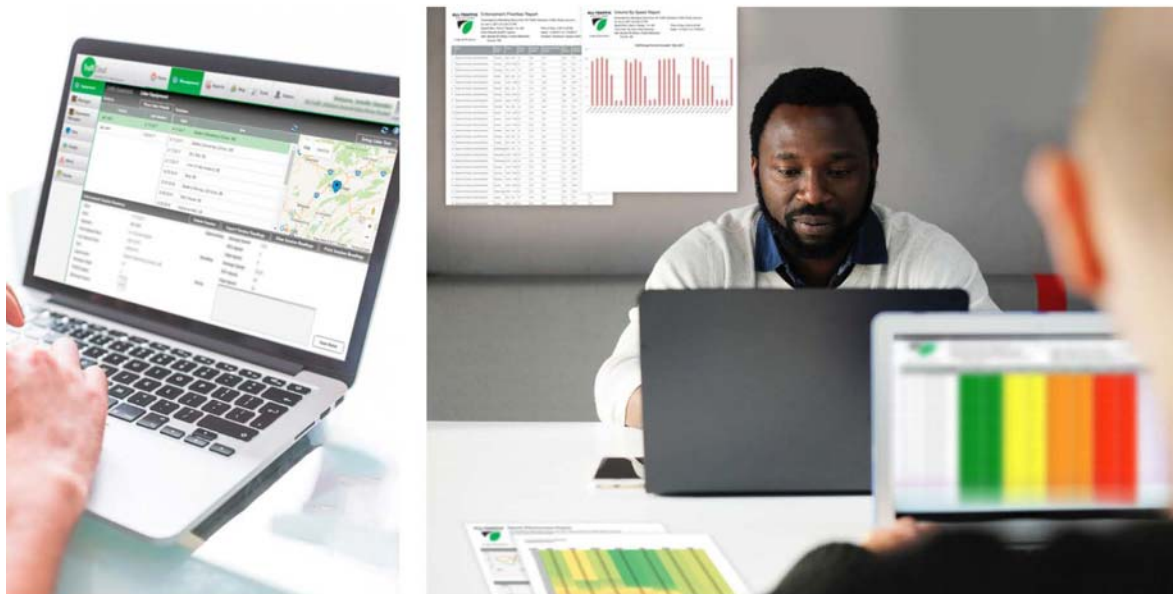
As traffic in your municipality continues to grow and budgets continue to shrink, having fast access to real-time traffic data and reports helps you to calm traffic, improve traffic safety and much more:

- Generate reports in real time for traffic studies
- Demonstrate need for funding and on grant applications
- Reduce manual data collection and file management
- Clear complaints and improve community relations
- Make more informed decisions and transportation planning strategies

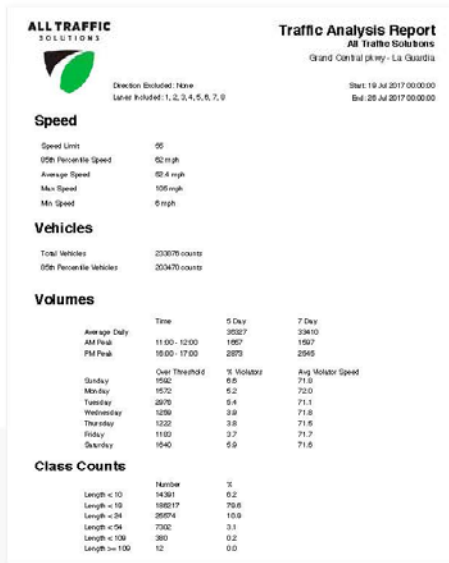
All ATS traffic devices can securely gather, upload and distribute your traffic safety program data using TraffiCloud, our web-based traffic management ecosystem. TraffiCloud lets you manage your devices and data from any Internet-ready device, anytime.

VIEW DASHBOARDS AND REPORTS OF ALL YOUR COLLECTED DATA IN REAL TIME.

Send conditional and speed-dependent messages to one or more signs simultaneously from one central location. Leverage counting, classification and speed volume data to monitor the flow of traffic throughout your municipality from anywhere. Make more insightful decisions based on data analytics from all your traffic program components.



These reports were generated in the TrafficCloud™ traffic management system using data gathered and uploaded automatically from a SpeedLane Pro vehicle counter classifier and speed measurement device.



TRAFFIC ANALYSIS REPORT

Includes summary data for a single location for a specific date range and time period. Includes min / max / avg / 85th percentile speeds; vehicle counts by total vehicles and vehicles traveling within the 85th percentile; volume data by day of the week, daily average and AM / PM peak times; a breakdown of total / percentage of violators and their average speed by day of the week; and total / percentage of vehicles by classification.



ALL TRAFFIC

SOLUTIONS

Classification by Lane Report

All Traffic Solutions

Grand Central pkwy - La Guardia

Direction Excluded: None

Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8

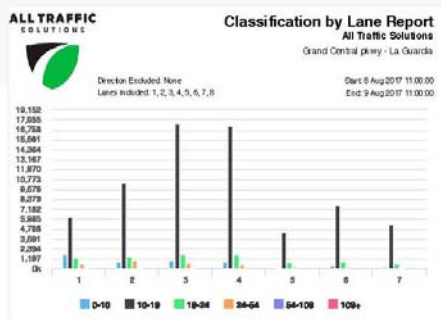
Start: 8 Aug 2017 11:00:00

End: 9 Aug 2017 11:00:00

Date	Time	Lane	Direction	0-10	10-19	19-24	24-64	64-109	109+	Total
2017-08-08	11:00	1	R	88	335	95	44	4	0	556
		2	R	17	274	106	70	6	0	773
		3	R	19	886	137	61	6	0	1209
		4	R	17	878	118	43	0	0	1136
		5	L	9	236	25	11	0	0	311
		6	L	16	364	52	7	0	0	439
		7	L	7	266	26	4	0	0	305
	12:00	1	R	92	413	110	48	4	0	567
		2	R	19	554	97	79	3	0	752
		3	R	15	895	132	62	4	0	1206
		4	R	20	885	134	43	1	0	1158
		5	L	3	246	42	19	0	0	310
		6	L	20	397	52	14	0	0	463
		7	L	9	285	25	2	0	0	321
13:00	1	R	93	304	87	37	3	0	604	
	2	R	13	619	97	90	5	0	824	
	3	R	26	1059	86	62	6	0	1239	
	4	R	13	1054	123	44	3	0	1237	
	5	L	2	221	47	18	0	0	286	
	6	L	14	482	63	11	0	0	553	
	7	L	6	273	45	4	0	0	328	
14:00	1	R	103	430	90	32	1	0	546	
	2	R	16	611	105	77	0	0	817	
	3	R	23	1051	134	56	4	0	1288	
	4	R	16	1046	146	27	0	0	1237	
	5	L	6	273	55	17	0	0	351	
	6	L	20	497	56	19	0	0	587	
	7	L	5	434	37	3	0	0	479	
15:00	1	R	78	405	87	32	1	0	603	
	2	R	14	598	113	55	4	0	784	

CLASSIFICATION BY LANE REPORT

Displays hourly vehicle classification counts for a specified date and time period at hourly intervals. Broken out by lane number and direction of travel.



CLASSIFICATION BY LANE CHART

Charted representation of traffic volume counts by vehicle classification and lane number for a specified date range and time period.

ALL TRAFFIC SOLUTIONS
Volume by Time by Direction
All Traffic Solutions
Grand Central pkwy - La Guardia

Direction Excluded: None
Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8

Start: 19 Jul 2017 01:00:00
End: 26 Jul 2017 00:00:00

Time	Direction	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Average
0:00	L	277	185	148	129	140	194	236	192
	R	123	70	66	70	62	64	107	80
0:30	L	242	116	97	79	116	126	227	143
	R	95	44	55	51	54	57	64	60
1:00	L	104	88	71	62	85	94	203	112
	R	73	38	38	41	55	54	71	53
1:30	L	134	71	54	38	58	69	134	80
	R	41	35	36	39	37	46	56	41
2:00	L	123	34	40	28	46	55	129	66
	R	56	40	38	32	53	34	40	39
2:30	L	118	54	43	34	40	58	126	67
	R	47	45	42	53	41	33	44	43
3:00	L	109	47	35	27	51	43	84	57
	R	32	35	36	30	39	37	37	35
3:30	L	81	42	20	33	26	38	79	46
	R	41	47	56	55	45	59	62	52
4:00	L	76	41	42	45	37	53	65	51
	R	45	52	38	53	53	48	50	48
4:30	L	76	65	39	65	59	70	83	65
	R	48	68	71	75	55	76	68	66
5:00	L	64	72	60	93	81	110	92	82
	R	67	69	62	69	67	64	70	70
5:30	L	70	159	132	160	200	195	99	145
	R	77	152	130	187	168	176	89	140
6:00	L	129	249	207	281	289	256	149	203
	R	84	212	180	248	246	213	121	186
6:30	L	107	345	242	362	371	338	170	279
	R	96	268	238	326	301	293	119	234
7:00	L	136	406	296	399	431	412	165	326
	R	94	320	258	368	382	380	119	289

VOLUME BY TIME BY DIRECTION

Displays traffic volume by day of the week and direction of travel, as well as overall average traffic volume, for a specific date and time period at hourly intervals.

CLASSIFICATION BY DIRECTION REPORT

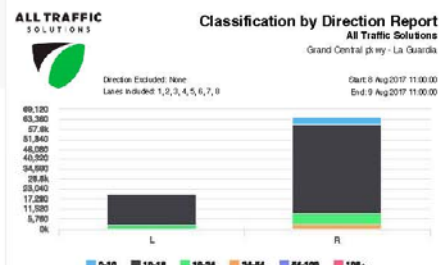
Displays vehicle classification counts by direction of travel for a specific date and time period at hourly intervals.

ALL TRAFFIC SOLUTIONS
Classification by Direction Report
All Traffic Solutions
Grand Central pkwy - La Guardia

Direction Excluded: None
Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8

Start: 8 Aug 2017 11:00:00
End: 9 Aug 2017 11:00:00

Date	Time	Direction	0-4	5-9	10-19	20-24	25-49	50-99	100+	Total
2017-08-08	11:00	L	32	366	135	22	0	0	0	1055
		R	141	2573	459	218	16	0	0	3707
	12:00	L	32	366	139	35	0	0	0	1114
		R	146	2375	473	232	12	0	0	3838
	13:00	L	22	368	155	33	0	0	0	1188
		R	145	3116	263	233	17	0	0	3964
	14:00	L	31	3294	150	32	0	0	0	1417
		R	180	3128	475	192	13	0	0	3988
	15:00	L	36	3234	179	31	0	0	0	1480
		R	115	2997	442	159	8	0	0	3721
	16:00	L	21	3138	153	40	0	0	0	1329
		R	141	2794	321	132	4	0	0	3392
	17:00	L	57	1604	127	18	0	0	0	1806
		R	108	2707	266	112	7	0	0	3293
	18:00	L	110	1559	116	20	0	0	0	1775
		R	102	2781	276	79	2	0	0	3240
	19:00	L	61	1175	88	20	1	0	0	1346
		R	108	2225	235	79	2	0	0	2750
	20:00	L	31	777	69	7	0	0	0	884
		R	65	1536	212	60	2	0	0	2175
	21:00	L	14	640	43	6	0	0	0	723
		R	69	1676	163	45	6	0	0	1961
	22:00	L	21	509	41	8	0	0	0	599
		R	49	1170	109	38	1	0	0	1369
	23:00	L	11	366	28	1	0	0	0	406
		R	19	722	87	22	1	0	0	851
2017-08-09	0:00	L	5	177	18	3	0	0	0	203
		R	15	461	53	14	3	0	0	546
	1:00	L	2	78	11	2	0	0	0	93
		R	3	270	33	15	1	0	0	322



CLASSIFICATION BY DIRECTION CHART

Charted representation of vehicle classification count totals for combined directions of travel for a specific date and time period.

ALL TRAFFIC SOLUTIONS
Avg Classification by Direction
 All Traffic Solutions
 Grand Central pkwy - La Guardia

Direction Excluded: None
 Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8
 Start: 8 Aug 2017 11:00:00
 End: 9 Aug 2017 11:00:00

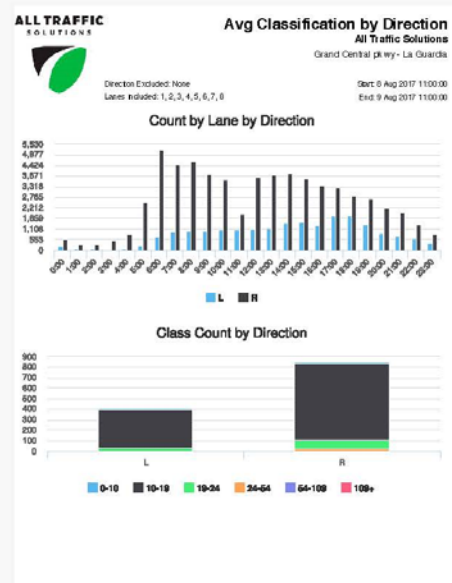
Time	Direction	0-10	10-19	19-24	24-54	54-109	109+	Total
0:00	L	5.0	177.0	18.0	3.0	0.0	0.0	203.0
	R	15.0	461.0	53.0	14.0	3.0	0.0	545.0
1:00	L	2.0	78.0	11.0	2.0	0.0	0.0	93.0
	R	3.0	270.0	33.0	15.0	1.0	0.0	322.0
2:00	L	3.0	55.0	7.0	0.0	0.0	0.0	65.0
	R	13.0	254.0	25.0	28.0	2.0	0.0	322.0
3:00	L	0.0	36.0	2.0	0.0	0.0	0.0	38.0
	R	0.0	39.0	63.0	48.0	11.0	0.0	452.0
4:00	L	3.0	77.0	10.0	1.0	0.0	0.0	91.0
	R	20.0	144.0	37.0	26.0	9.0	0.0	236.0
5:00	L	2.0	188.0	29.0	9.0	0.0	0.0	230.0
	R	73.0	328.0	264.0	133.0	18.0	0.0	2506.0
6:00	L	6.0	544.0	89.0	18.0	0.0	0.0	657.0
	R	620.0	4301.0	336.0	166.0	10.0	1.0	12014.0
7:00	L	20.0	791.0	109.0	23.0	0.0	0.0	943.0
	R	1197.0	2945.0	159.0	146.0	26.0	1.0	4474.0
8:00	L	18.0	631.0	122.0	26.0	0.0	0.0	997.0
	R	633.0	3393.0	251.0	154.0	12.0	1.0	4544.0
9:00	L	28.0	791.0	129.0	30.0	0.0	0.0	958.0
	R	150.0	3125.0	445.0	195.0	16.0	1.0	3992.0
10:00	L	34.0	880.0	132.0	26.0	1.0	0.0	1075.0
	R	134.0	2923.0	421.0	217.0	14.0	0.0	3709.0
11:00	L	32.0	886.0	135.0	22.0	0.0	0.0	1095.0
	R	70.5	1436.5	230.0	109.0	6.0	0.0	1854.0
12:00	L	32.0	928.0	119.0	35.0	0.0	0.0	1114.0
	R	146.0	2975.0	475.0	236.0	12.0	0.0	3890.0
13:00	L	22.0	998.0	155.0	33.0	0.0	0.0	1188.0
	R	145.0	3116.0	393.0	233.0	17.0	0.0	3904.0
14:00	L	31.0	1394.0	150.0	33.0	0.0	0.0	1417.0
	R	160.0	3108.0	475.0	192.0	13.0	0.0	3968.0

AVERAGE CLASSIFICATION BY DIRECTION REPORT

Displays vehicle classification count averages by direction of travel for a specific date and time period at hourly intervals.

AVERAGE CLASSIFICATION BY DIRECTION CHARTS

Charted representations of vehicle classification count averages by lane number and direction of travel, and vehicle classification count averages by direction of travel only. Both for a specific date and time period.



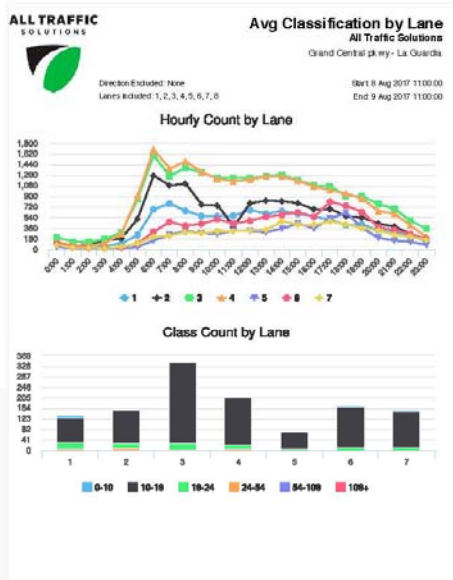
ALL TRAFFIC SOLUTIONS
Avg Classification by Lane
 All Traffic Solutions
 Grand Central pkwy - La Guardia

Direction Excluded: None
 Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8
 Start: 8 Aug 2017 11:00:00
 End: 9 Aug 2017 11:00:00

Time	Lane	Direction	0-10	10-19	19-24	24-54	54-109	109+	Total
0:00	1	R	12.0	77.0	19.0	7.0	3.0	0.0	118.0
	2	R	1.0	94.0	9.0	3.0	0.0	0.0	107.0
	3	R	2.0	187.0	10.0	1.0	0.0	0.0	200.0
	4	R	0.0	103.0	15.0	3.0	0.0	0.0	121.0
	5	L	0.0	29.0	6.0	1.0	0.0	0.0	36.0
	6	L	4.0	90.0	6.0	2.0	0.0	0.0	92.0
	7	L	1.0	68.0	4.0	0.0	0.0	0.0	73.0
1:00	1	R	2.0	42.0	17.0	5.0	1.0	0.0	67.0
	2	R	1.0	51.0	4.0	5.0	0.0	0.0	61.0
	3	R	0.0	114.0	9.0	4.0	0.0	0.0	127.0
	4	R	0.0	90.0	3.0	1.0	0.0	0.0	94.0
	5	L	1.0	14.0	5.0	1.0	0.0	0.0	21.0
	6	L	1.0	37.0	3.0	1.0	0.0	0.0	42.0
	7	L	0.0	27.0	3.0	0.0	0.0	0.0	30.0
2:00	1	R	5.0	46.0	7.0	8.0	1.0	0.0	67.0
	2	R	2.0	55.0	5.0	13.0	1.0	0.0	76.0
	3	R	6.0	100.0	7.0	6.0	0.0	0.0	121.0
	4	R	0.0	51.0	6.0	1.0	0.0	0.0	58.0
	5	L	0.0	9.0	0.0	0.0	0.0	0.0	9.0
	6	L	2.0	22.0	5.0	0.0	0.0	0.0	29.0
	7	L	1.0	24.0	2.0	0.0	0.0	0.0	27.0
3:00	1	R	5.0	35.0	10.0	3.0	3.0	0.0	56.0
	2	R	1.0	100.0	16.0	22.0	5.0	0.0	145.0
	3	R	0.0	145.0	20.0	8.0	1.0	0.0	174.0
	4	R	2.0	78.0	17.0	7.0	2.0	0.0	106.0
	5	L	0.0	4.0	0.0	0.0	0.0	0.0	4.0
	6	L	0.0	19.0	1.0	0.0	0.0	0.0	20.0
	7	L	0.0	13.0	1.0	0.0	0.0	0.0	14.0
4:00	1	R	18.0	58.0	16.0	4.0	1.0	0.0	97.0
	2	R	2.0	131.0	22.0	24.0	6.0	0.0	185.0

AVERAGE CLASSIFICATION BY LANE REPORT

Displays average vehicle classification counts by lane number and direction of travel for a specific date and time period at hourly intervals.



AVERAGE CLASSIFICATION BY LANE CHART

Charted representations of average and total vehicle classification counts by lane number for a specific date and time period at hourly intervals.

AVERAGE COMPLIANCE AND RISK BY DIRECTION

Displays average counts by speed compliance risk level and direction of travel for a specific date and time period at hourly intervals.

ALLTRAFFIC SOLUTIONS

Avg Compliance and Risk by Direction
All Traffic Solutions
Grand Central pkwy - La Guardia

Speed Limit: 55
Med Risk Threshold: 10
High Risk Threshold: 20
Direction Excluded: None
Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8
Start: 8 Aug 2017 11:00:00
End: 9 Aug 2017 11:00:00

Time	Direction	Compliant (0-10)	Low Risk (11-19)	Medium Risk (20-24)	High Risk (25+)	Total
0:00	L	120	50	5	0	70
	R	50	70	20	0	140
0:15	L	30	40	5	0	75
	R	60	50	10	0	120
0:30	L	10	30	4	0	44
	R	50	50	10	0	110
0:45	L	5	20	5	0	30
	R	40	30	9	0	79
1:00	L	5	10	5	0	20
	R	50	30	10	0	90
1:15	L	5	30	3	0	38
	R	40	30	8	0	78
1:30	L	3	10	2	0	15
	R	30	20	5	0	55
1:45	L	3	10	2	0	15
	R	20	20	10	0	50
2:00	L	5	10	3	0	18
	R	40	20	5	0	65
2:15	L	3	10	3	0	16
	R	20	20	10	0	50
2:30	L	4	3	3	0	10
	R	60	40	7	0	107
2:45	L	3	7	2	0	12
	R	20	30	10	0	60
3:00	L	3	6	2	0	11
	R	40	30	9	0	79
3:15	L	2	4	2	0	8
	R	50	30	10	0	90
3:30	L	3	8	2	0	13
	R	50	70	30	0	150

ALLTRAFFIC SOLUTIONS

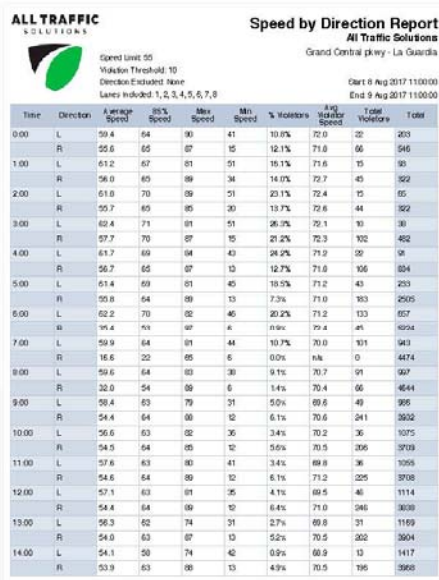
Avg Compliance and Risk by Lane
All Traffic Solutions
Grand Central pkwy - La Guardia

Speed Limit: 55
Med Risk Threshold: 10
High Risk Threshold: 20
Direction Excluded: None
Lanes Included: 1, 2, 3, 4, 5, 6, 7, 8
Start: 8 Aug 2017 11:00:00
End: 9 Aug 2017 11:00:00

Time	Lane	Direction	Compliant (0-10)	Low Risk (11-19)	Medium Risk (20-24)	High Risk (25+)	Total
0:00	1	R	60	20	7	0	87
	2	R	50	40	7	0	97
	3	R	60	30	17	0	107
	4	R	30	60	25	0	115
	5	L	10	20	3	0	33
	6	L	10	20	4	0	34
	7	L	15	30	10	0	55
1:00	1	R	50	5	10	0	65
	2	R	40	15	2	0	57
	3	R	40	60	10	0	110
	4	R	10	30	10	0	50
	5	L	3	10	1	0	14
	6	L	6	20	9	0	35
	7	L	4	20	2	0	26
2:00	1	R	50	10	4	0	64
	2	R	40	20	6	0	66
	3	R	40	30	10	0	80
	4	R	10	20	10	0	40
	5	L	3	10	2	0	15
	6	L	3	10	6	0	19
	7	L	5	10	3	0	18
3:00	1	R	40	9	4	0	53
	2	R	50	40	10	0	100
	3	R	40	30	20	0	90
	4	R	10	40	20	0	70
	5	L	1	10	1	0	12
	6	L	2	10	4	0	16
	7	L	2	10	3	0	15
4:00	1	R	70	10	1	0	81
	2	R	100	60	10	0	170

AVERAGE COMPLIANCE AND RISK BY LANE

Displays average counts by speed compliance risk level, lane number and direction of travel for a specific date and time period at hourly intervals.

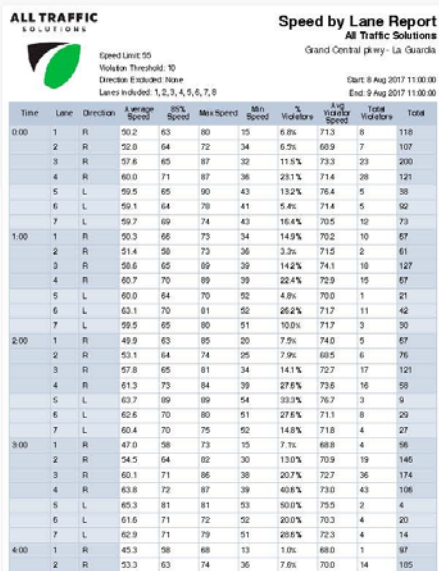
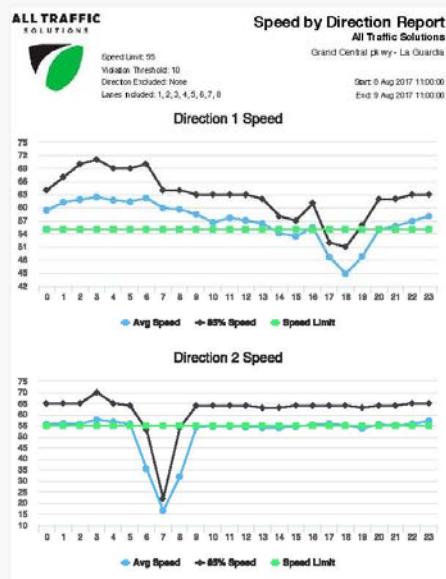


SPEED BY DIRECTION REPORT

Displays overall speed average, 85th percentile, maximum and minimum speed, and total counts—as well as violator percentage, average speed and total counts—by direction of travel for a specific date and time period at hourly intervals. User sets violator threshold level as part of report criteria.

SPEED BY DIRECTION CHART

Charts display total counts by average speed, 85th percentile speed and speed limit by direction of travel for a specific date and time period.



SPEED BY LANE REPORT

Displays overall speed average, 85th percentile, maximum and minimum speed, and total counts—as well as violator percentage, average speed and total counts—by lane number for a specific date and time period at hourly intervals. User sets violator threshold level as part of report criteria.

Non-intrusive Traffic Sensing Technology

– Say Goodbye to Road Tubes

ATS vehicle counter classifiers with speed measurement are fully integrated, multilane, bi-directional traffic data gathering devices that feature:

- Small size, no-hassle field setup
- Non-intrusive sensing technology
- Extremely low power that ensures operational safety during installation and data retrieval

Eliminate traffic data file management. All of our data collection models, combined with the TrafficCloud™ web-based remote management service, allow you to automatically upload data and generate reports from any Internet-connected computer.

SPEEDLANE PRO

SpeedLane Pro does it all: Accurately detect lane, speed and class of individual vehicles and compute per-lane volume, occupancy, gap, average speed, 85th percentile and headway parameters in up to sixteen user-defined lanes.



STATTRAK

- Collects vehicle counts, speed volume and basic classification data
- Provides basic vehicle classification (S, M, L)
- Up to two weeks run time on one charge
- Simple point-and-go installation with audible signal to confirm aim

Talk to a Solutions Specialist
or get a quote at AllTrafficSolutions.com

All Traffic Solutions 12950 Worldgate Drive, Suite 310, Herndon, VA 20170

©All Traffic Solutions

TrafficCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.

SHIELD RADAR SPEED SIGN



AllTrafficSolutions.com

Shield Radar Speed Sign: Extreme Portability and Durability

The Shield family of portable radar speed signs is ideal for resolving speeding complaints and running quick traffic studies. Installs and deploys in minutes.



LIGHTWEIGHT

Built for ease of use, it's the lightest, most portable sign available anywhere, and it still meets the MUTCD minimum 12-inch digit size.

SIMPLE, UNIVERSAL MOUNTING

Permanent or portable, one-person install in under a minute to U-channel, any shaped pole, hitch mount or trailer using our integrated mounting system.



Shield 12

AMAZING BATTERY LIFE

Achieve up to several weeks of run time. A dedicated compartment allows all-weather battery replacement.



Shield 15

DURABLE CONSTRUCTION

The welded aluminum enclosure concealed mounting hardware, shatterproof Lexan and graffiti-resistant power coating make the Shield super tough.



Cloud-Based Reporting and Accessibility

Access real-time traffic data, generate ready-made speed and volume reports and share with your constituents from any Internet-ready device. Identify hot spots and prioritize enforcement. No more traffic data file management!

MAXIMIZE RESOURCES AND EFFECTIVENESS WITH REAL-TIME DATA AND REMOTE SIGN MANAGEMENT.

Product Specs

SHIELD 12

Digit Size:
12" (MUTCD min.)

Dimensions:
13.5" H x 15.5" W x 2.6" D

Weight:
12 lbs. (including mount)

SHIELD 15

Digit Size:
15" (3 metric digits)

Dimensions:
17" H x 24" W x 2.6" W

Weight:
18 lbs. (including mount)

COMMON HARDWARE OPTIONS

Datalogging, Bluetooth, Violator Alert, Pictures and Metric.



USE YOUR WEB-ENABLED SHIELD RADAR SPEED SIGN TO:

- Increase driver speed awareness
- Resolve speed complaints
- Augment officers in school zones
- Conduct quick stealth traffic studies
- Prioritize enforcement locations
- Make work zones safer
- Strengthen community relations
- Gather data to secure a grant
- Spot trends and hot spots
- Demonstrate the results of your traffic safety program

All Your Traffic Safety Program Data In One Place

ATS TrafficCloud is our secure, web-based ecosystem for managing all your traffic safety data and equipment.

View dashboards and reports of all collected data. Make more insightful decisions based on data analytics from all your program components. Save time by managing the status of connected devices and dynamic messaging all from one central location. TrafficCloud functionality includes:

EQUIPMENT MANAGEMENT

Stop wasting time driving to equipment to update and monitor it.

- Check status and change settings from any Internet-connected device
- Send single message to multiple signs at once
- Respond immediately to changing situations



ALERTS

Specify when and whom to notify upon occurrence of certain conditions.

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more



REPORTING

Save time collecting, organizing, compiling and distributing information.

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive
- Schedule reports for regular delivery to your inbox



ENFORCEMENT

Automate the collection of Lidar captures.

- Ensure data accuracy
- Minimize data collection time



MAPPING

Manage your entire program through an intuitive visual interface.

- Interactive map provides a window to all system information



IMAGE MANAGEMENT

Achieve greater awareness with alarms or by requesting generated images.

- Capture images based on speeds, tampering, time intervals or upon request*
- Review, edit, print and act on useful images



PREMIERCARE

Get a perpetual warranty and remote diagnostics with your subscription.

- 50% discount on accidental damage
- Real-time remote diagnostic monitoring



*Images can be used to identify vehicle make and color but are not ALPR quality.

Take a demo of TrafficCloud and discover the benefits of automated traffic management. Visit <http://alltrafficsolutions.com/solutions/trafficcloud> for more information, email sales@alltrafficsolutions.com or call 866.366.6602.



All Traffic Solutions

12950 Worldgate Drive, Suite 310, Herndon, VA 20170

© All Traffic Solutions. TrafficCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.

Connected Solutions for
Better Traffic Safety Outcomes

**ALL TRAFFIC
SOLUTIONS**



STATTRAK TRAFFIC DATA COLLECTION



AllTrafficSolutions.com

StatTrak Traffic Data Collector

StatTrak is a fully integrated multilane, bidirectional traffic data gathering device. Designed with a microwave sensor, StatTrak provides a turnkey solution to your traffic monitoring needs. Featuring small size, no-hassle field setup (one person installation takes less than five minutes!), non-intrusive sensing technology, long range wireless connectivity and extremely low power, StatTrak ensures operational safety during installation, take-down and data retrieval.



VERSATILITY

Collect data in both directions in up to four lanes with a single device.

STORAGE

Connected to TrafficCloud, storage is virtually limitless. Locally, store 350,000 individual vehicles in on-board memory and download data in two minutes.

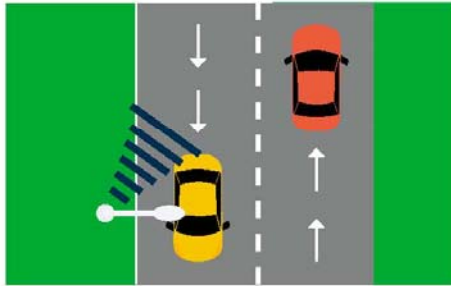
POWER AND BATTERY LIFE

Built-in rechargeable battery pack provides two weeks of run time; unlimited run time is available with solar option, even under cloudy and wintry conditions.



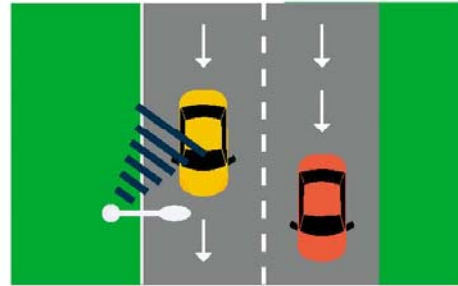
BI-DIRECTIONAL

One incoming/one outgoing lane
with unit mounted on the side



UNI-DIRECTIONAL

Two incoming lanes with
unit mounted on the side



Product Specs

STATTRAK

Dimensions 6.8" H x 4.8" W x 5.3" D

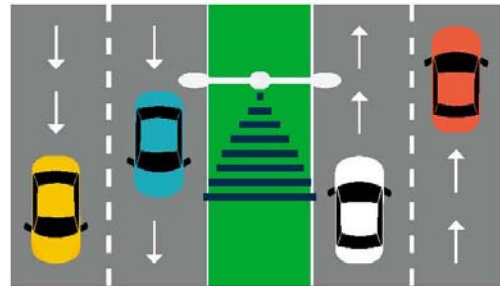
Target Tracking Multi-lane and
bi-directional capabilities

Accuracy 0.4% speed accuracy and
up to 97% count accuracy

Weight 3 lbs.

BI-DIRECTIONAL

Two incoming/two outgoing lanes
with unit mounted in a median



TrafficCloud Compatible

StatTrak, combined with TrafficCloud capability, allows you to automatically upload data right to your desktop and eliminate data file management while you gain increased efficiency and data accuracy. And, reports can be generated from any Internet-connected computer.

Data can also be retrieved locally, when necessary.

All Your Traffic Safety Program Data In One Place

TraffiCloud is our secure, web-based ecosystem for managing all your traffic safety data and equipment.

View dashboards and reports of all collected data. Make more insightful decisions based on data analytics from all your program components. Save time by managing the status of connected devices and dynamic messaging all from one central location. TraffiCloud functionality includes:



PREMIERCARE

Get a perpetual warranty and remote diagnostics for the duration of your subscription.

- 50% discount on accidental damage
- Real-time remote diagnostic monitoring



IMAGE MANAGEMENT

Achieve greater awareness with alarms or by requesting generated images.

- Capture images based on speeds, tampering, time intervals or upon request*
- Review, edit, print and act on useful images



REPORTING

Save time collecting, organizing, compiling and distributing information.

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive
- Schedule reports for regular delivery to your inbox



ENFORCEMENT

Automate the collection of Lidar captures.

- Ensure data accuracy
- Minimize data collection time



MAPPING

Manage your entire program through an intuitive visual interface.

- Interactive map provides a window to all system information



EQUIPMENT MANAGEMENT

Stop wasting time driving to equipment to update and monitor it.

- Check status and change settings from any Internet-connected device
- Send single message to multiple signs at once
- Respond immediately to changing situations



ALERTS

Specify when and whom to notify upon occurrence of certain conditions.

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more



*Images can be used to identify vehicle make and color but are not ALPR quality.

Take a demo of TraffiCloud, our secure, web-based traffic management and reporting solution that manages all your traffic safety devices and data remotely! Call **866.366.6602** or email sales@alltrafficsolutions.com

All Traffic Solutions 12950 Worldgate Drive, Suite 310, Herndon, VA 20170

©All Traffic Solutions

TraffiCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF RADAR SPEED SIGNS AND TRAFFIC COUNTERS FROM ALL TRAFFIC SOLUTIONS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of six (6) Shield 12 Radar Speed Signs and three (3) StaTTrak Data Collector (traffic counters and calming devices) through All Traffic Solutions in the amount of \$34,974.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because this equipment is a proprietary product using Cloud-Synchronized and Web-based Apps solely engineered and manufactured by All Traffic Solutions, Inc., which includes wireless communication capability for collecting data on the road, transmitting to a server, and reporting the data wirelessly into a format easily reviewed by city departments, 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to shift one member of personnel from the District Court to the Police Department, (see Memorandum from Chief Court Clerk Jennifer Jones and Chief Jon Simpson for a complete explanation), item # 1. Contained within this request is a budget adjustment (see budget adjustment form) to provide one vehicle for the police department to support this request, item # 1a. Because it would be accomplished late in the year, this personnel request can be completed without any sort of budget adjustment. The accompanying vehicle, however, does require a budget adjustment. This vehicle can be purchased from Superior Auto Group in Siloam Springs. The funding of this vehicle, including ALL equipment and up-fitting, amounts to approximately \$45,000.00. This estimate would include the purchase of the vehicle, including options and delivery, at 2019 State Bid pricing. It also includes the cost of the equipment and up-fitting which is estimated at \$15,000.00. (Several vehicle options exist that allow this total expenditure to be less than the standard Tahoe budget amount of \$52,000.00 and would be determined by late year availability). The purchase would be in adherence to state spending requirements and having Superior Auto Group provide the vehicle, equipment, and professional installation services will streamline the process, protect our vehicle's warranty, and also allow the equipment and up fitting costs to be included in the final purchase price of the vehicle.

COST TO CITY:

Cost of this Request: \$45,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Department: Police

Date of Request: August 27, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-74-20	Capital Vehicles		\$45,000	\$ (45,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 45,000.00	\$ (45,000.00)

Justification:

This is a budget adjustment to provide a vehicle for the officer related to the District Court personnel request.

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





Memorandum

To: City Council
From: Bentonville District Court Chief Court Clerk Jennifer Jones
Bentonville Police Chief Jon Simpson
Date: August 27, 2019
Subject: Personnel Shift/Addition involving District Court and Police Department

The Bentonville District Court is currently approved for two (2) full-time bailiff/probation positions and one (1) part-time position. After a recent discussion between the Police Department Staff and Court Chief Clerk about overall safety of the court and employees, improving efficiency with the hiring and retention of bailiff (s), and also increasing training requirements for the bailiff positions, it was recognized that the needs of the District Court bailiff could be better served with a personnel shifting initiative involving the Police Department. The background and details of this concept are more fully described as follows:

As of August 14, 2019, the District Court only has one Bailiff (certified) assigned to duties and responsibilities of the courts. With a recent resignation of the second Bailiff that had been employed there, the court is now using private security to meet the minimum safety requirements. With this position moving under the police department Operations Division, it would ensure the courts are continually able to provide a "Bailiff" or police officer presence without hiring delays.

It is proposed that we start with one bailiff position being reclassified as police officer under the Bentonville Police Department. This police officer would then be assigned to the District Court as a "Bailiff." The current Bailiff still employed with the District Court would remain under the District Court personnel staffing.

An additional review of the initial job description for Bailiff/Probation Officer includes the following:

Overall security of facility, surrounding area, employees and the Judge. On days when Court is in session and when assigned to Courtroom, the main duty is to maintain order in the court which encompasses the following:

- Enforcing courtroom rules
- Announcing the Judge and start of court
- Announcing when court is in recess
- Providing paperwork to the defendants
- Swearing in witnesses

- Dealing with intoxicated and/or uncooperative defendants
- Use of radio communication as needed
- Maintaining respect and proper decorum for court facility and staff
- Take people into custody as ordered by Judge
- Possible assist with transport of inmates for court
- Screening of persons through metal detector for prohibited items
- Personal property search, if applicable
- Directing people to courtroom
- Explaining basic courtroom rules
- Observing behavior for security reasons and/or possible impairment of person
- Maintaining crowd and/or noise control in lobby and hallway
- Checking docket list to ensure person is scheduled for court

When not in court, the officer will have contact with people assigned to the Probation Office. This may include the following:

- Meeting with defendant on their assigned probation appointment
- Monitoring compliance with court orders
- Providing information necessary for defendant to complete court orders
- Accepting probation payments
- Scheduling probation appointments

With the change of this being a certified police officer under the police department, this position will also participate in the specialty court programs established by the Judge such as DWI Court and Community Court. This may include the following:

- Administering random drug tests
- Participating in DWI Court staffing meetings
- Conducting home visits
- Generally monitor progress of and meet with participants

Additional duties may include:

- Preparing Pre-sentence reports
- Serving of warrants/commitments
- Occasional delivery of interoffice mail to City Hall
- Contact with Jail to determine bed availability
- Prisoner transports

Furthermore, the Bailiff position within the District Court is limited and restricted to the facility in which they work, specifically the Bentonville District Court and grounds adjacent thereto. Because many of these responsibilities encompass law enforcement roles already, the realignment of this position would expand the capabilities and duties of the "Bailiff" position, and also ensure the highest levels of services offered to both the City and District Court.

This position would be a rotational officer position into the District Court "Bailiff" role utilizing certified officers from the police department. Additionally, if approved this

would allow the police department to backfill this position with an officer by funds allotted under the city budget to the District Court. This personnel shift and addition can be accomplished within the existing 2019 budget. A budget adjustment will be needed to provide a police vehicle for the position.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a Change order to increase the anticipated contract amount of our current agreement with Kristen Bernards to offer Swim Instruction at the Bentonville Community Center.

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
Thru: David Wright, Parks and Recreation Director
From: Josh Stacey, Recreation Services Manager
Date: August 14, 2019
Re: Kristen Bernards- Instructional Swim Lesson Contractor

Parks and Recreation is requesting City Council approval of a change order to the contract with Kristen Bernards for the service of teaching instructional swimming lessons for Parks and Recreation.

In November of 2018, the Council approved and the Mayor signed a contract with Kristen Bernards for her to serve as a Swim Instructor at the Bentonville Community Center. The contract anticipated her annual income to be \$35,000. Due to the high demand for her services, Ms. Bernards is expected to exceed this amount. We are requesting Council approval to amend her current contract with a new estimated anticipated income of \$58,000 during the 2019 year. This contract is completely funded by membership and program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

Independent Contractor Agreement: Kristen Bernards

This amendment (the "Amendment"), dated _____(month) _____(day), 2019 is made by the City of Bentonville, Arkansas ("City") and Kristen Bernards ("Instructor"), parties to the Independent Contractor Agreement, dated November 27, 2018 (the "Agreement").

1. The Agreement is amended as follows:
 - a. The anticipated annual income shall be \$58,000.00 (fifty-eight thousand dollars).
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

INSTRUCTOR

BY: _____
Stephanie Orman, Mayor

BY: _____
Name(printed): _____



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 26 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Kristen Bernards, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons	TBD	\$14/ 30min Lesson
Private Swim Lessons	TBD	\$23/ 30min Lesson
Anticipated Annual Income:		\$ 35,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 27 DAY OF November, 2018.

CITY OF BENTONVILLE, ARKANSAS

BY: 

Bob McCaslin, Mayor (Signature)

BY: 

Instructor (Signature)

KRISTEN BERNARD

Signer Name (Please Print)

Address 

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 27, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a Change Order to increase the anticipated contract amount of our current agreement with Sarah Gwin to offer Swim Instruction at the Bentonville Community Center.

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
Thru: David Wright, Parks and Recreation Director
From: Josh Stacey, Recreation Services Manager
Date: August 14, 2019
Re: Sarah Gwin- Instructional Swim Lesson Contractor

Parks and Recreation is requesting City Council approval of a change order to the contract with Sarah Gwin for the service of teaching instructional swimming lessons for Parks and Recreation.

In November of 2018, the Council approved and the Mayor signed a contract with Sarah Gwin for her to serve as a Swim Instructor at the Bentonville Community Center. The contract anticipated her annual income to be \$40,000. Due to the high demand for her services, Ms. Gwin is expected to exceed this amount. We are requesting Council approval to amend her current contract with a new estimated anticipated income of \$60,000 during the 2019 year. This contract is completely funded by membership and program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

Independent Contractor Agreement: Sarah Gwin

This amendment (the "Amendment"), dated _____(month) _____(day), 2019 is made by the City of Bentonville, Arkansas ("City") and Sarah Gwin ("Instructor"), parties to the Independent Contractor Agreement, dated November 18, 2018 (the "Agreement").

1. The Agreement is amended as follows:
 - a. The anticipated annual income shall be \$60,000.00 (sixty thousand dollars).
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

INSTRUCTOR

BY: _____
Stephanie Orman, Mayor

BY: _____

Name(printed): _____



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20 day of November, 2018, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Sarah Gwin, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatic Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an Independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on the 1 day of January, 2019, and will terminate on the 31 day of December, 2019.
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Group Swim Lessons
Private Swim Lessons

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following list:

Class Description	Unit (Ex. Per Week)	Payment
Group Swim Lessons	TBD	\$14/ 30min Lesson
Private Swim Lessons	TBD	\$23/ 30min Lesson
Anticipated Annual Income:		\$ 40,000

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 20 DAY OF November, 2018.

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Bob McCaslin, Mayor (Signature)

BY: _____

Instructor (Signature)

Sarah Gwin
Signer Name (Please Print)

Address _____

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT

RESOLUTION NO. _____

**A RESOLUTION DISSOLVING THE BENTONVILLE ANIMAL SHELTER SPECIAL
TASK FORCE AND THE BENTONVILLE PET RESOURCE AND SERVICE CENTER
STEERING COMMITTEE**

WHEREAS, the Bentonville Animal Shelter Special Task Force (“Task Force”) was formed by the City Council on April 24, 2018 in order to do an in-depth exploration regarding the concept of a new animal resource shelter pursuant to Resolution No. 4-24-18; and,

WHEREAS, the Task Force was renamed the “Bentonville Pet Resource & Service Center, Steering Committee” (“Steering Committee”) on November 27, 2018 in order to extend the Task Force work for the animal resource shelter pursuant to Resolution No. 11-27-18; and,

WHEREAS, the Task Force and subsequently, the Steering Committee has conducted meetings and studied the needs and requirements of an animal shelter in Bentonville; and,

WHEREAS, the work of the Task Force/Steering Committee has resulted in a list of recommendations and findings; and,

WHEREAS, it is appropriate for the City Council, Mayor and city staff to review the recommendations and findings and continue to pursue the best solution for addressing the needs of the citizens of Bentonville through appropriate legal processes in accordance with applicable state and federal law; and,

WHEREAS, the Task Force/Steering Committee will be dissolved, and any other appropriate commissions or committees will be formed when and if required.

NOW THEREFORE; BE IT RESOLVED BY THE CITY OF BENTONVILLE, ARKANSAS that Task Force/Steering Committee is hereby dissolved and recognition is hereby given to the dedication and time of its members on behalf of the City of Bentonville.

PASSED AND APPROVED, this ____ day of _____, 2019.

STEPHANIE ORMAN, Mayor

ATTEST:

LINDA SPENCE, City Clerk