



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, October 7, 2019 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, October 8, 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: September 24, 2019**

AGENDA

1. Financial Update – Jake Harper, Finance Director. **(Monday Night Only)**
2. Presentation - Raftelis will walk Council through the rate making process including financial planning, cost of service, rate design process, and pricing objectives for the water utility. This is the first engagement with Council and is not a presentation of final recommended rates. **(Monday Night Only) (Page 4)**
3. Fire Prevention Week Proclamation. **(Pages 5-6)**
4. Proclamation declaring the week of October 6th through 12th "Public Power Week." **(Pages 7-8)**
5. Planning:
- 5a. **Ordinance accepting a lot split of Lots 3-4, Block 1 of Incidental Subdivision, Mikki Brown, 306 SE C Street, R-1, Single Family Residential.**

(Pages 11-13)

The Planning Commission voted 6-0, recommending approval.

A lot split of Parcel 2 of Incidental Subdivision, creating new Lots 3 (+/- .29 acres) & 4 (+/- .21 acres). The property is currently pending rezoning to DN-2, Downtown Medium-Density Residential. The plat dedicates utility easements of varying widths and right-of-way to meet the requirements of the Master Street Plan.

- 5b. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Mikki Brown, 306 SE C Street.**

(Pages 14-17)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas typically include single-family and townhouse or duplex residential properties along with local amenities for residents. The proposed rezoning can potentially be justified due to the site's general downtown location and the general compatibility with the Future Land Use Plan.

- 5c. **Ordinance changing real estate from R-O, Residential Office, R-2, Duplex and Patio Home Residential, and R-3, Medium-Density Residential to DE, Downtown Edge, Montero Properties of NWA, LLC, 502 & 504 SE B Street.**

(Pages 18-24)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. These areas typically include apartments, condominiums, townhomes, and light commercial uses to serve tenants. The proposed rezoning can potentially be justified due to the site's surrounding uses, general downtown location, and the general compatibility with the Future Land Use Plan.

6. Public hearing and ordinance vacating a utility easement requested for Lot 147 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 25-27)**
7. Public hearing and ordinance vacating a utility easement requested for Lot 148 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 28-30)**
8. Public hearing and ordinance vacating an Alley ROW Vacation at 431 SW B Street of TJ Hollands Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 31-34)**
9. A resolution setting a public hearing for October 22, 2019 for a Street Right of Way Vacation requested by Swope Engineering located in Rolling Acres Subdivision. **(Pages 35-37)**
- 10a. Resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation for the funding of \$1,915,000 required to redesign a portion of 8th Street and design three (3) other complete street projects. **(Pages 38-45)**
- 10b. Budget adjustment for accepting additional funds from the Walton Family Foundation for the redesign of 8th Street from SW "I" to SE "J" to include a more complete street design. Also, these funds would allow for the full design and construction documents for three (3) other complete street projects, including SW 8th Street from Town Vu Rd. - SW "I", NW 3rd from Elm Tree - Walton, and NW 3rd/NE 2nd from Walton - NE "J". **(Pages 46-47)**

11. Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Toole Design Group for the redesign of a portion of 8th street and complete street design of three other projects. **(Pages 48-85)**
12. Resolution authorizing the Mayor and City Clerk to enter into an amendment with Burns and McDonnell for the redesign of a portion of 8th street from SW "I" to SE "J". **(Pages 86-93)**
13. Bid Award to Lights by Sparky in the amount of \$35,677.59 for square light installation. **(Pages 94-96)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 7, 2019

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Presentation (Monday night only) - Raffetis will walk Council through the rate making process including financial planning, cost of service, rate design process, and pricing objectives for the water utility. This is the first engagement with Council and is not a presentation of final recommended rates.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Prevention Week Proclamation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



PROCLAMATION

WHEREAS: The City of Bentonville, Arkansas is committed to ensuring the safety and security of all those living and visiting Bentonville. Fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS: U. S. fire departments responded to 357,000 home fires in 2017 according to the National Fire Protection Association (NFPA). U.S. home fires resulted in 2,630 civilian deaths in 2017, representing the majority (80 percent) of all U.S. fire deaths; and

WHEREAS: When the smoke alarm sounds, Bentonville's residents may have less than two minutes to escape to safety and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS: Bentonville's residents should practice the home fire escape drill at least twice a year, during the day and at night, and residents should teach children to escape on their own in case adults can't help them; and

WHEREAS: Bentonville's residents should practice using different ways out and in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS: Bentonville's residents should get out and stay out, never going back inside the home for people, pets, or things; and

WHEREAS: Bentonville's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

WHEREAS: Bentonville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention education; and

WHEREAS: The 2019 Fire Prevention Week theme, "Not Every Hero Wears a Cape. Plan and Practice Your Escape!" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of October 6-12, 2019, as "**Fire Prevention Week**" in the City of Bentonville, Arkansas. I urge all the people of Bentonville to make and practice a home fire escape plan.

Given this eighth day of October, 2019, in Bentonville, in the great State of Arkansas, in the United States of America.

Stephanie Orman, Mayor
City of Bentonville





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Proclamation declaring the week of October 6th through 12th "Public Power Week."

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	\$ -

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117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



PROCLAMATION

WHEREAS: The citizens of the City of Bentonville, place high value on local control over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS: The Bentonville Electric Utility Department provides our homes, businesses, farms, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS: The Bentonville Electric Utility Department is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS: The Bentonville Electric Utility Department is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

WHEREAS: Our Community hereby joins more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation; and

WHEREAS: The City Council greatly appreciates the effort of the Bentonville Electric Utility Department to bring low-cost, safe, reliable electricity (and other services) to community homes and businesses just as it has since 1936, the year when the utility was created to serve all the citizens of Bentonville.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim October 6-12, 2019 as **Public Power Week** in Bentonville, Arkansas, and to publicly recognize the Bentonville Electric Utility Department for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power.

Given this eighth day of October, 2019, in Bentonville, in the Great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





City Council Agenda Items
For City Council Meeting of October 8, 2019
From the October 1, 2019 Planning Commission Meeting

Ordinance accepting a lot split of Lots 3-4, Block 1 of Incidental Subdivision, Mikki Brown, 306 SE C Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A lot split of Parcel 2 of Incidental Subdivision, creating new Lots 3 (+/- .29 acres) & 4 (+/- .21 acres). The property is currently pending rezoning to DN-2, Downtown Medium-Density Residential. The plat dedicates utility easements of varying widths and right-of-way 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, Mikki Brown, 306 SE C Street.

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Ordinance changing real estate from R-O, Residential Office, R-2, Duplex and Patio Home Residential, and R-3, Medium-Density Residential to DE, Downtown Edge, Montero Properties of NWA, LLC, 502 & 504 SE B Street.

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Consent Agenda Items

For Planning Commission meeting of October 1, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on September 24, 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 3 & 4, Block 1, Incidental Subdivision, Mikki Ann Brown, 306 SE C Street, R-1, Single-Family Residential, (PLA19-0008)

A lot split of Parcel 2 of Incidental Subdivision, creating new Lots 3 (+/- .29 acres) & 4 (+/- .21 acres). The property is currently pending rezoning to DN-2, Downtown Medium-Density Residential. The plat dedicates utility easements of varying widths and right-of-way to meet the requirements of the Master Street Plan.

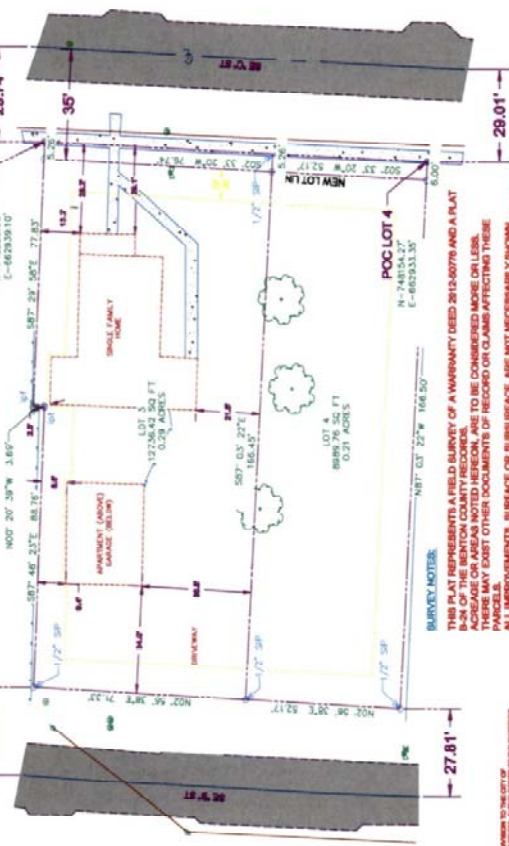
(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)





SCALE 1" = 20'

NOTES:
1. THIS PLAT IS A FIELD SURVEY OF A WARRANTY DEED 2015-0079 AND A PLAT 8-24 OF THE BENTON COUNTY RECORDS.
2. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015.
3. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015.
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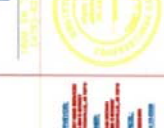
BUILDING EASEMENT TABLE	
FRONT	10'
REAR	10'
SIDE	5'
DIAGONAL	10'

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED, OWNER OF THE REAL ESTATE BEING AND DISCLOSED HEREIN, DO HEREBY CERTIFY THAT THE LAND AND PLAT, AND BUILDINGS AND IMPROVEMENTS THEREON, SHOWN ON THIS PLAT, HAVE BEEN SURVEYED AND MEASURED BY THE UNDERSIGNED OR BY A LICENSED SURVEYOR, AND THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS, AND THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS, AND THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS.

CERTIFICATE OF APPROVAL
I, THE CLERK OF THE BENTON COUNTY RECORDS, DO HEREBY CERTIFY THAT THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS, AND THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS, AND THE SURVEY AND MEASUREMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BENTON COUNTY RECORDS.

TERRY GING SERVICES

DATE OF SURVEY	10/15/2015
PROJECT	LOTS 3 AND 4 FROM PARCEL 2 INCORPORATING A PROPERTY LINE ADJUSTMENT
CLIENT	BENTONVILLE, ARKANSAS
PROJECT	PROPERTY LINE ADJUSTMENT
DATE	10/15/2015
PAGE	1



CERTIFICATE OF SURVEYING ACCURACY
I, TERRY GING, SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A WARRANTY DEED 2015-0079 AND A PLAT 8-24 OF THE BENTON COUNTY RECORDS. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015. THE SURVEY WAS MADE BY TERRY GING SERVICES, INC. ON 10/15/2015.

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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 3-4, BLOCK 1 OF
INCIDENTAL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0008).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 3-4, Block 1 of Incidental Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 1, 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 3-4, Block 1 of Incidental Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Brown

306 SE C Street

PC Date: 10/1/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0020
Applicant / Current Owner	Mikki Brown 306 SE C Street Bentonville, AR 72712
Site Area	+/- 2.46 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 east of SE B Street and west of SE C Street. The site is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1 to the north, east, and south, and DE, Downtown Edge, to the west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas typically include single-family and townhouse or duplex residential properties along with local amenities for residents.

Analysis

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

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

Location Map



Mikki Brown
306 SE C Street
Bentonville, AR
479-685-5715

To: Planning Staff and Planning Commission

Re: Rezoning Request: 308 SE C Street, Bentonville, AR 72712

Mikki Ann Brown is requesting a rezone of property 308 SE C Street, Bentonville, Benton County Arkansas.

The current zoning is Single Family Residential. I am requesting a rezone to DN2 that is in line with Downtown Medium Density Residential. This change will allow the owner to develop a property that better conforms to the City of Bentonville's future land use.

This use will not change traffic or signage and water, sewer and electric are available.

Mikki Brown
479-685-5717

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: RZ19-0020).

WHEREAS, Mikki Brown 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:

PARCEL 2 OF THE INCIDENTAL SUBDIVISION TO THE CITY OF BENTONVILLE RECORDED IN BOOK 2007 AT PAGE 899, IN THE OFFICE OF THE EX OFFICIO RECORDER OF BENTON COUNTY, BENTONVILLE, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID PARCEL 2; THENCE S 02°33'20" W 128.91 FEET; THENCE N 87°03'22" W 172.15 FEET; THENCE N 02°56'38" E 123.50 FEET; THENCE S 87°46'23" E 88.76 FEET; THENCE N 00°20'39" W 3.69 FEET; THENCE S 87°29' 58" E 83.09 FEET TO THE POINT OF BEGINNING, CONTAINING .50 ACRES, MORE OR LESS, SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAY SOF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 1, 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



Montero Properties of NWA, LLC

502 & 504 SE B Street

PC Date: 10/1/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0029
Applicant / Current Owner	Montero Properties of NWA, LLC 2331 W Lilac Street Rogers, AR 72758
Site Area	+/- 0.78 acres
Current Zoning	R-O, Residential Office, R-2, Duplex & Patio Home Residential, & R-3, Medium Density Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	High Density Residential

Property Description

This property is located west of SE B Street and east of SE A Street. The site is currently zoned R-O, Residential Office, R-2, Duplex & Patio Home Residential, and R-3, Medium Density Residential. Adjacent zonings are R-3 to the north, DN-2, Downtown Medium-Density Residential to the east, and R-O and R-2 to the south and west.

Relationship to the General Plan

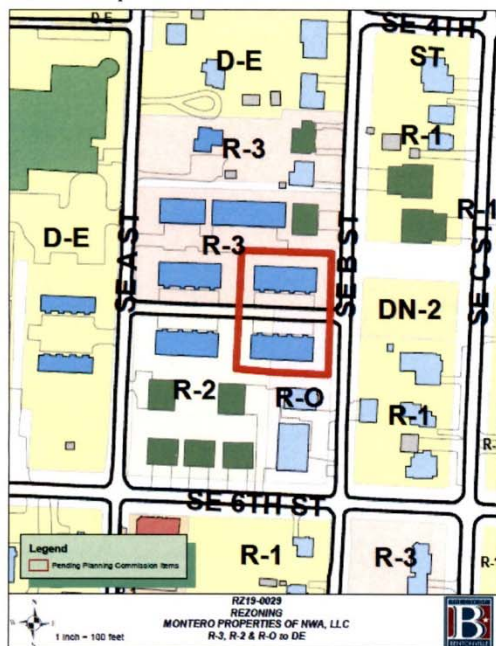
The Future Land Use Plan currently depicts this property as High Density Residential. These areas typically include apartments, condominiums, townhomes, and light commercial uses to serve tenants.

Analysis

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

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

Location Map



Live Tempo Homes LLC - owner of 504 SE B ST
eGeo LLC - owner of 502 SE B ST

Office address: 28 Wimbledon Way Rogers AR 72758
Contact name: Maria F Obregon
Phone: 479-866-0692

August 22, 2019
To: City of Bentonville AR, Planning Commission.

This is a statement of intent to rezone the properties described above.

Current and Proposed Zoning Designation:

Currently it is zoned "R3" and the intent is to rezone it to "Downtown Edge". The properties are located 1.5 blocks from the Public Library and they are adjacent to a "Commercial zoning" on the South side; to what is known as the 'Cigar District'.

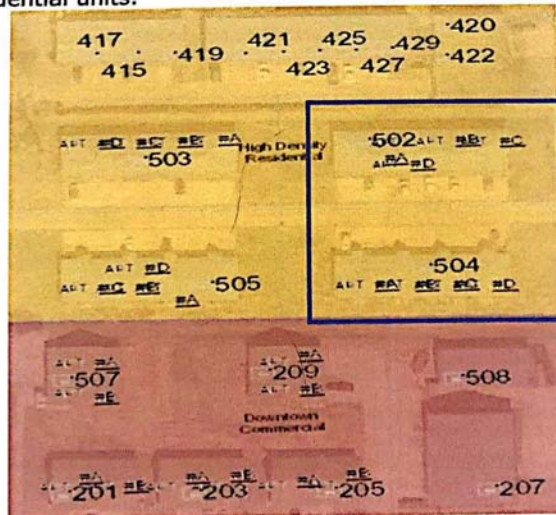
The master plan has designated the area as "Mixed use".

Currently there are two multifamily fourplexes, they were built in 1995.

The petitioners eGeo LLC and Live Tempo Homes LLC are RE Developers and Property Management Companies.

Reason for requesting the zoning change:

Both parcels are in a High Density area, just adjacent to a Commercial Zoning. We intend to build a second floor with 2 or 3 upscale Lofts on top of the existing fourplexes. The design as a whole will be inspired in modern and upscale features and accents. Our goal is to match the beauty of the Art District while providing the convenience of a healthy living that Bentonville Downtown is promoting. Our intent is to increase from 8 up to 14 residential units.



Because of its unique nature and location, the subject properties enjoy the privileges and uniqueness of being located just 1 block from the Public

Library, the Downtown Trail just across the street, and only 2.5 blocks from The Momentary. B street is turning into a very important Street in Bentonville.

It will promote affordable green and healthy living, very close to retail and entertainment venues.

If the rezoning is approved, the owners will proceed to build a Multi-family 2 story building, adding 5,400SF to the existing 8,000SF already built for a total of 13,400SF of modern and green residential living space in Downtown.

The proposed name of the building will be "Ethos" and the marketing line 'Be Bentonville', to continue with the Crystal Bridges and The Momentary modern art promotion.

The first floor of each fourplex will have four 900SF 2 bedroom/1bath. The second floor will have three Lofts 900SF 2 bedroom/1.5 bath.

How the property will relate to surrounding properties:

There is a need of green, healthy, upscale and affordable residential units in Downtown Core and Edge. Specially because of all the retail available at the Downtown Square, the Market Place, and for the future opening of The Momentary, Thaden School, eWorks and the new Walmart Home offices. This specific development is already adjacent to High Density Multifamily and Commercial zoning.

Use:

Multifamily Residential (Condominium – Horizontal Property Regime). 8 apartment units on first floor and 6 lofts on second floor. They will be designed with the educated, trendy, vibrant and healthy Bentonville community in mind.

Traffic:

We will have 21 parking lots in the back of the property, exclusive for Residents. The entrance will be from SE B St.

Signage:

It will blend with the design of the Art and Market Districts, having a modern and creative painted iron sculpture/sign. We also plan to paint a mural by a NWA artist, on the side of 504 SE B St building, depicting 'Be Bentonville' with a vibrant artistic composition.



Appearance:

It will have a combination of brick, metal siding and wood finishes, earthy light brownstone palette. The building will have a modern and classy look. At the end of the driveway, there will be a modern style pergola that will serve as a common social area for the residents to share and enjoy. We will add green landscaping, there we will install an exterior gym and a bicycle shed on the West side of the buildings. We plan to blend the appearance with the look and feel of the Art District.



Scanned with CamScanner

Availability of water and sewer:

Sewer line: 12" PVC pipe (from east to west behind the 502 fourplex).
Water line for 502 fourplex: 4" inch cast iron line (southeast A Street) for
504 fourplex: 6" cast iron line (south east 6th street). The hydrant #2351 is
on an 8" PVC line (far northeast corner of 502 fourplex, east side of B
street). This information was provided by Sally from the Water Department
of the City of Bentonville.



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

Any question, please contact Maria Fabiola Obregon
(479) 866 0692.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-O, RESIDENTIAL OFFICE, R-2, DUPLEX AND PATIO HOME RESIDENTIAL, AND R-3, MEDIUM-DENSITY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ19-0029).

WHEREAS, Montero Properties of NWA, 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-O, Residential Office, R-2, Duplex and Patio Home Residential, and R-3, Medium-Density Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 7B IN A REPLAT OF THE NORTH 200 FEET OF LOT 7, BLOCK 5, RAILROAD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 19 AT PAGE 164. AND LOT 7D IN A REPLAT OF THE NORTH 200 FEET OF LOT 7, BLOCK 5, RAILROAD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 19 AT PAGE 164.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 1, 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-O, Residential Office, R-2, Duplex and Patio Home Residential, and R-3, Medium-Density Residential to DE, Downtown Edge.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-O, Residential Office, R-2, Duplex and Patio Home Residential, and R-3, Medium-Density Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 147 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

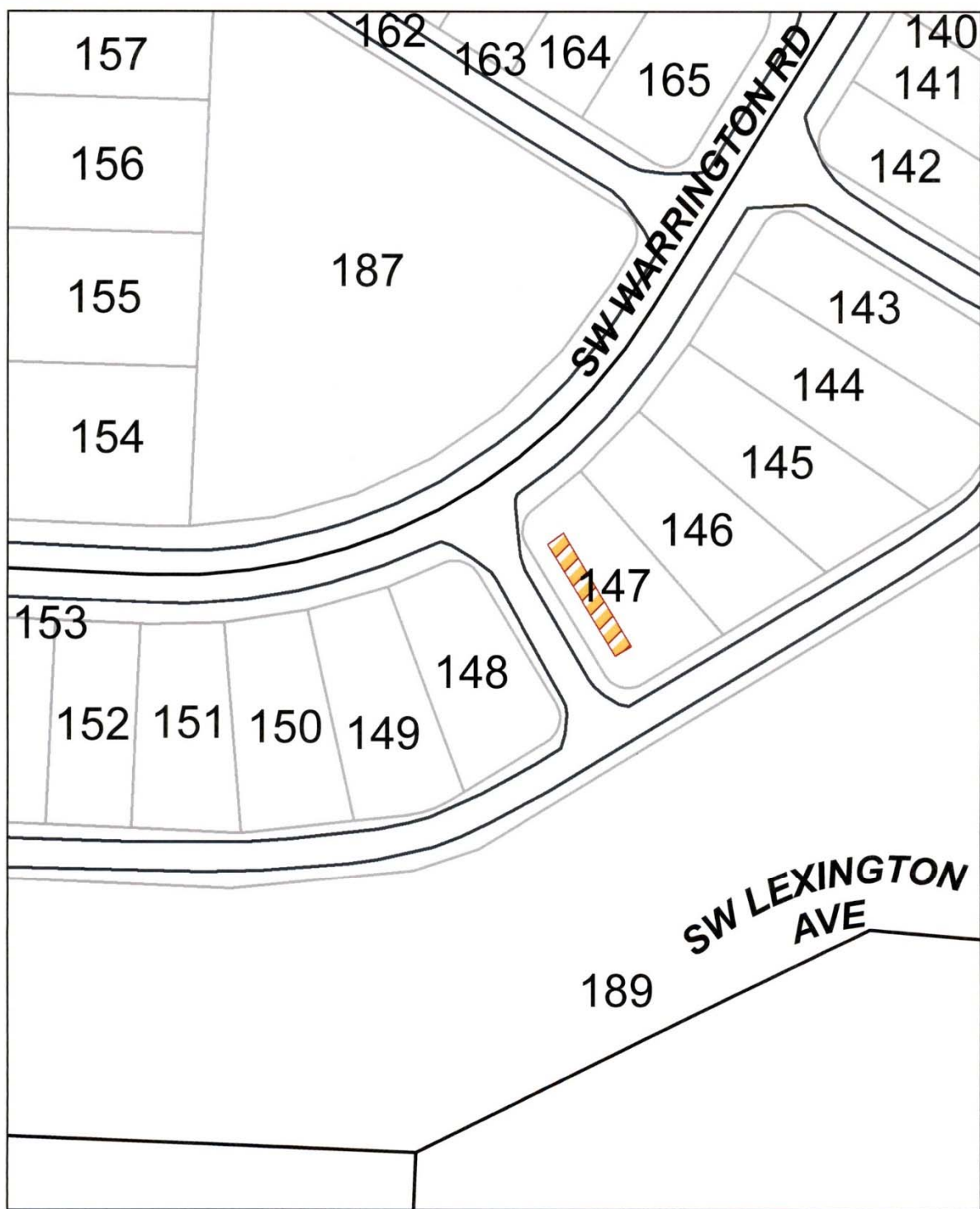
117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





VAC19-0032
Proposed Easement Vacation

1 inch = 64 feet



ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6513 SW
WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC19-0032)**

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

COMMENCING AT THE SE CORNER OF LOT 147; THENCE N41°28'11W" 20.32'; THENCE S58°46'32"W 41.71' TO THE POB; THENCE S58°46'32"W 10.00'; THENCE N31°10'59"W 69.43'; THENCE N54°05'04"E 10.03'; THENCE S31°10'59"E 70.25' TO THE POB.

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

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

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

COMMENCING AT THE SE CORNER OF LOT 147; THENCE N41°28'11W" 20.32'; THENCE S58°46'32"W 41.71' TO THE POB; THENCE S58°46'32"W 10.00'; THENCE N31°10'59"W 69.43'; THENCE N54°05'04"E 10.03'; THENCE S31°10'59"E 70.25' TO THE POB.

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

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

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 148 of Providence Village Phase 1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

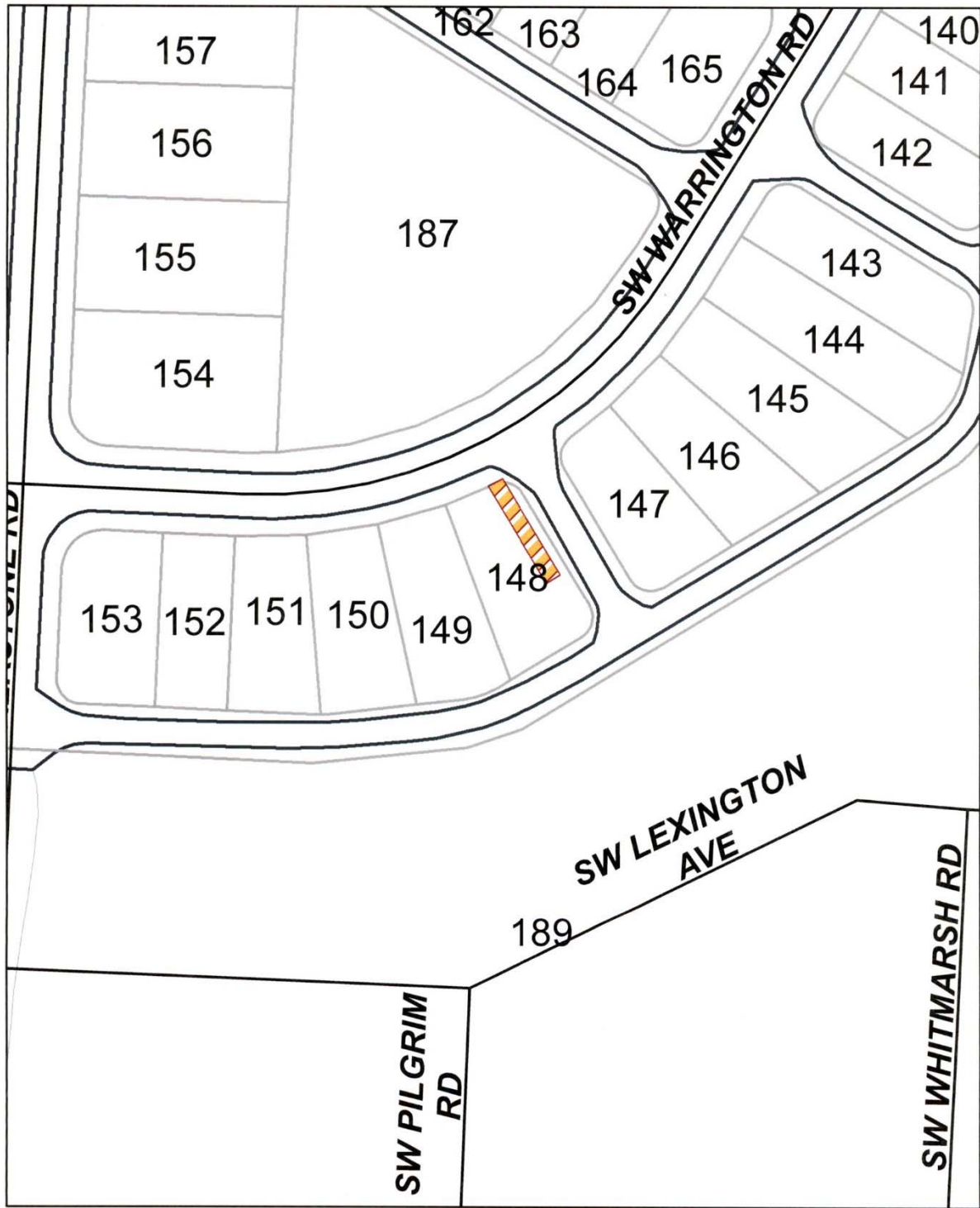
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www.bentonvillear.com



PLEASE RECYCLE





VAC19-0033
Proposed Easement Vacation

1 inch = 75 feet



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 6601 WARRINGTON OF PROVIDENCE VILLAGE PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC19-0033)

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

COMMENCING AT THE SW CORNER OF LOT 148; THENCE N20°21'12W" 20.37'; THENCE N58°46'32"E 42.87' TO THE POB; THENCE N31°10'S9"W 70.60'; THENCE N64°02'21"E 10.04'; THENCE S31°10'59"E 69.68'; THENCE S58°46'32"W 10.00' TO THE POB.

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

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

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

COMMENCING AT THE SW CORNER OF LOT 148; THENCE N20°21'12W" 20.37'; THENCE N58°46'32"E 42.87' TO THE POB; THENCE N31°10'S9"W 70.60'; THENCE N64°02'21"E 10.04'; THENCE S31°10'59"E 69.68'; THENCE S58°46'32"W 10.00' TO THE POB. 17'49"W 10.00'; THENCE N31°42'11"E 65.96'; THENCE S58°17'49"E 10.00' TO THE POB.

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

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

LINDA SPENCE, City Clerk
the City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor for
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW Vacation at 431 SW B Street of TJ Hollands Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

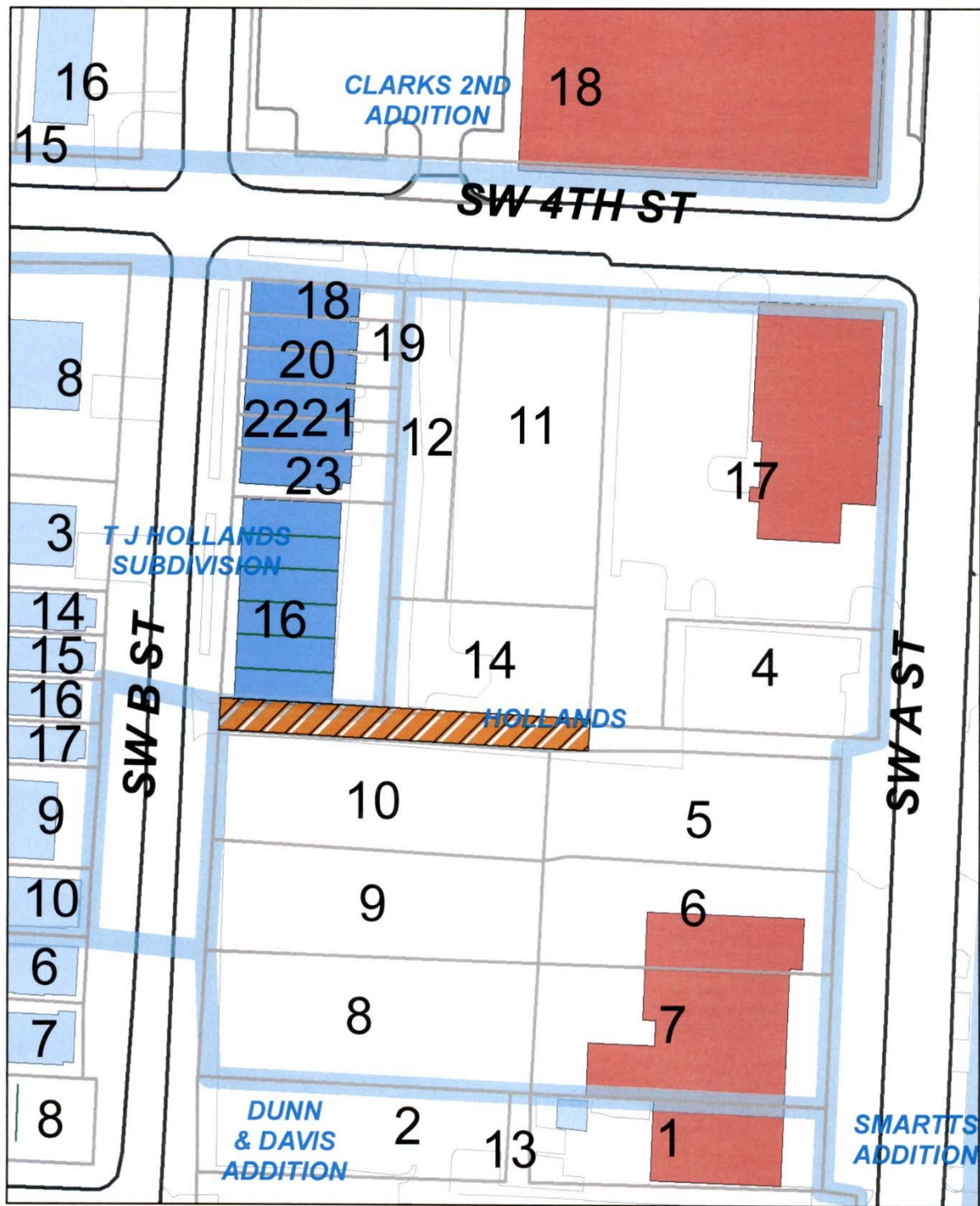
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





VAC19-0037
Proposed Alley Vacation

1 inch = 56 feet



ORDINANCE NO _____

ORDINANCE VACATING ALLEY RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED IN TJ HOLLANDS TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC19-0037)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Jake Newell asking the City Council to vacate an Alley Right of Way and establish a public utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of Block 1, TJ Hollands Subdivision, to the City of Bentonville, Benton County Arkansas and more particularly described as:

Beginning at the NW corner of Lot 10, Block 1, TJ Hollands Subdivision; thence North 15 feet to the SW corner of Lot 16, Block 1, TJ Hollands Subdivision; thence East 173 feet to the SW corner of Lot 17, Block 1, TJ Hollands Subdivision; thence 15 feet South to the North line of Lot 5, Block 1, TJ Hollands Subdivision; thence west 173 to the point of beginning and containing 2,595 square feet more or less.

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

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

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

Part of Block 1, TJ Hollands Subdivision, to the City of Bentonville, Benton County Arkansas and more particularly described as:

Beginning at the NW corner of Lot 10, Block 1, TJ Hollands Subdivision; thence North 15 feet to the SW corner of Lot 16, Block 1, TJ Hollands Subdivision; thence East 173 feet to the SW corner of Lot 17, Block 1, TJ Hollands Subdivision; thence 15 feet South to the North line of Lot 5, Block 1, TJ Hollands Subdivision; thence west 173 to the point of beginning and containing 2,595 square feet more or less.

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

Part of Block 1, TJ Hollands Subdivision, to the City of Bentonville, Benton County Arkansas and more particularly described as:

Beginning at the NW corner of Lot 10, Block 1, TJ Hollands Subdivision; thence North 15 feet to the SW corner of Lot 16, Block 1, TJ Hollands Subdivision; thence East 173 feet to the SW corner of Lot 17, Block 1, TJ Hollands Subdivision; thence 15 feet South to the North line of Lot 5, Block 1, TJ Hollands Subdivision; thence west 173 to the point of beginning and containing 2,595 square feet more or less.

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

Section 4: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A resolution setting a public hearing for October 22, 2019 for a Street Right of Way Vacation requested by Swope Engineering located in Rolling Acres Subdivision.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

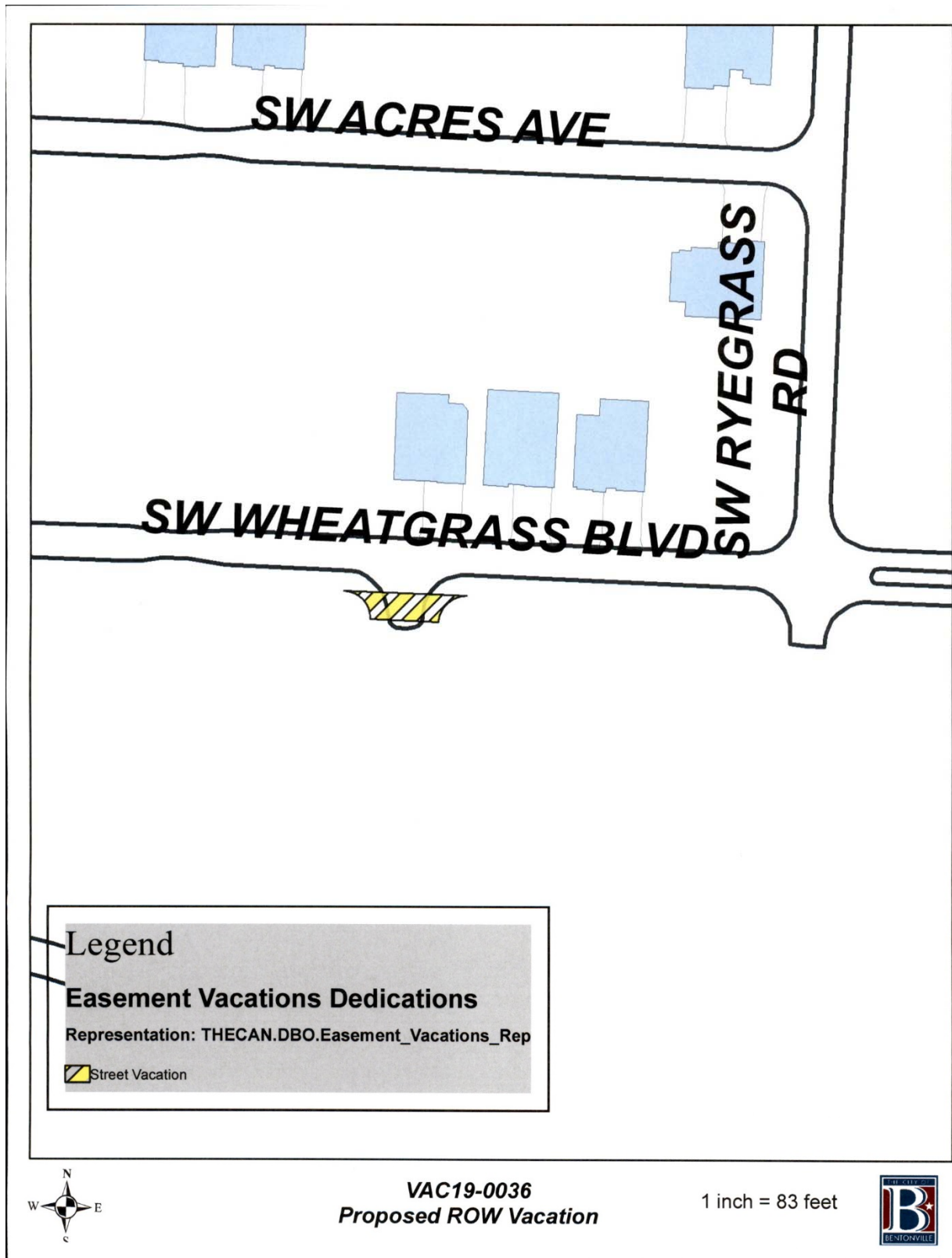
This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Swope 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 PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 523, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2; THENCE S 35°25'53" E 67.02 FEET, TO A POINT; THENCE S 87°37'17" E 292.35 FEET, TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET; THENCE S 87°37'17" E 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 11.05 FEET AND CHORD BEARING AND DISTANCE OF N 18°12'01" E 10.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 20.37 FEET AND CHORD BEARING DISTANCE OF N 63°12'01" E 19.50 FEET; THENCE N 87°37'17" W 90.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 9140.01 SQUARE FEET OR 0.20 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

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 October 22, 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:

October 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation for the funding of \$1,915,000 required to redesign a portion of 8th Street and design three (3) other complete street projects.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Tuesday, October 01, 2019
Re: Walton Family Foundation Grant Acceptance

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to accept a grant from the Walton Family Foundation and a budget adjustment for the redesign of 8th Street and the complete street design of three (3) other projects. These projects include SW 8th Street from Town Vu Rd. – SW “I”, NW 3rd Street from Elm Tree – Walton, and NW 3rd/NE 2nd from Walton – NE “J”.

This grant will cover the cost of Engineer fees for design and bid documents only for each of the individual projects that have been discussed above. Toole Design Group was selected as the Engineer for the new designs. For the 8th Street redesign portion, Toole will work along side with Burns and McDonnell for the submittal documents.

These design features will include more of a complete street design with a concentration on all of the modes of transportation (vehicle, bicycle, and pedestrians).

All of these projects have been recommended by the Northwest Arkansas Regional Planning Commission Bike and Ped study, as well as the current City of Bentonville Master Bike and Ped plan.

The estimated cost to be donated to the City is \$1,915,000.

Thank you for your consideration of this request.

WALTON FAMILY
FOUNDATION

September 26, 2019

Mayor Stephanie Orman
City of Bentonville
117 West Central Avenue
Bentonville, AR, 72712

RE: Grant 2019-556

Dear Mayor Orman,

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

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$1,915,000.00 to prepare design and construction documents for ~7.5 miles of "complete street" infrastructure in four distinct but connected projects. The attached grant agreement outlines the details.

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

Sincerely,

Lisa Montez
Secretary and General Counsel

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

Grant Agreement

September 26, 2019

Grant 2019-556

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$1,915,000.00 to the City of Bentonville ("Grantee"). The project term will be October 1, 2019 to April 15, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to prepare design and construction documents for ~7.5 miles of "complete street" infrastructure in four distinct but connected projects. This grant is more fully described in Grantee's proposal dated August 7, 2019. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount:** One Million, Nine Hundred Fifteen Thousand Dollars (\$1,915,000.00).

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$957,500.00	Upon completion of a signed grant agreement
#2	\$957,500.00	5/15/2020

3. **Payable:** Initial installment of \$957,500.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

The Second Installment shall be payable upon receipt of required reporting, submission and approval of draft design plans as outlined, and a detailed progress report compared to schedule.

All installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
5/1/2020	Interim Financial and Narrative
11/1/2020	Update
4/30/2021	Final Financial and Narrative

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

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2019-556 on all reports submitted.

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

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

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in

paragraph 10. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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

9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2019-556 in your communication.

By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by October 1, 2019 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Walton Family Foundation, Inc.,

By: _____
Lisa Montez (Date)
Secretary and General Counsel

City of Bentonville

By: _____
Mayor Stephanie Orman (Date)
City of Bentonville

**Appendix A: City of Bentonville
Bentonville Street Design Projects**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Bentonville Street Design Projects		
Outputs		
The City of Bentonville will review Qualifications from multiple design firms and select a qualified, experienced team to complete the design of all four projects in the 8th Street and 3rd/2nd Street corridors.	10/1/2019	Memo to City Council describing selection process, final decision and project.
The City will enter into an agreement with the selected design firm for the specified scope of work.	11/1/2019	Executed contract
The selected consultant will submit plans at each design stage (Concept, 30%, 60%, 90%) for internal review and a third-party review and comment as part of the design process to proceed to the next stage of design.	Projects A&B: 5/1/2020 Projects C&D: 2/1/2021	Review confirmation and WFF 3rd party consultant report
The selected design team will produce a set of final construction- and bid-ready Plans, Specifications and Estimates, along with a full bid package, for at least 7.5 miles of on-street bicycle/pedestrian infrastructure in the 8th Street and 3rd/2nd Street corridors for the city to bid for construction. All designs will be prepared to meet uniform design and construction standards, and utilize Complete Streets and National Association of City Transportation Officials best practices for bicycle friendly streets.	Projects A&B: 6/1/2020 Projects C&D: 3/1/2021	Final construction drawings and bid documents.
Outcomes		
The City and its partners will establish a timeline and funding options for future construction of the projects.	4/15/2021	Meeting Minutes and Grant Final Report

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT FROM THE WALTON
FAMILY FOUNDATION TO FUND CERTAIN STREET PROJECT
DESIGNS IN THE CITY OF BENTONVILLE.**

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

Section 1: That the City of Bentonville hereby accepts a grant from the Walton Family Foundation in the amount of \$1,915,000.00 for the funding of the redesign of a portion of 8th Street and the design of three (3) additional complete street projects.

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:

October 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Budget adjustment for accepting additional funds from the Walton Family Foundation for the redesign of 8th Street from SW "I" to SE "J" to include a more complete street design. Also, these funds would allow for the full design and construction documents for three (3) other complete street projects, including SW 8th Street from Town Vu Rd. - SW "I", NW 3rd from Elm Tree - Walton, and NW 3rd/NE 2nd from Walton - NE "J".

COST TO CITY:

Cost of this Request: N/A

Additional Budget Amount \$1,915,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	1,915,000
Remaining After Adjustment	\$ 1,915,000

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





Department: Street

Date of Request: October 1, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3820-355.38-10	Spec Assessments /	\$1,915,000.00		\$ 1,915,000.00
020-3820-430.73-81	Improv - 8th Streett		\$1,915,000.00	\$ (1,915,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 1,915,000.00	\$ 1,915,000.00	\$ -

Budget adjustment for accepting additional funds from the Walton Family Foundation for the redesign of 8th Street from SW "I" to SE "J" to include a more complete street design. Also, these funds would allow for the full design and construction documents for three (3) other complete street projects, including SW 8th Street from Town Vu Rd. - SW "I", NW 3rd from Elm Tree - Walton, and NW 3rd/NE 2nd from Walton - NE "J".

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Toole Design Group for the redesign of a portion of 8th street and complete street design of three other projects.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Tuesday, October 01, 2019
Re: Toole Design Group Agreement

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Toole Design Group. The agreement is for the redesign of 8th from SW "I" – SE "J" and the complete street design of SW 8th Street from Town Vu Rd. – SW "I", NW 3rd Street from Elm Tree – Walton, and NW 3rd/NE 2nd from Walton – NE "J".

These design features will include more of a complete street design with a concentration on all of the modes of transportation (vehicle, bicycle, and pedestrians). This agreement will allow Toole Design Group to complete these designs and bid documents.

Agreement amount: \$1,564,000.00.

Grant will pay for the entire amount of this Agreement, and there will be no City funds required.

Thank you for your consideration of this request.

**AGREEMENT BETWEEN
CITY OF BENTONVILLE
And
TOOLE DESIGN GROUP, LLC
TDG# C0098**

This Agreement is made as of _____ between Toole Design Group, LLC ("TDG") having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Bentonville ("Client"), (collectively the "Parties") having its principal office of business at 117 W. Central Avenue, Bentonville, AR 72712. TDG's project number shall be as follows: C0098.

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. The scope of this Agreement (the "Project" or "Services") and time period of performance are as follows:

Per Attachment A

3. Client shall compensate TDG by paying a lump sum fee with a budget amount of \$1,564,000.00. A more detailed description of the compensation for the Services may be found in *Attachment A*.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.
5. The obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TDG will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.
7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG's Services.
8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

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

To TDG at: TOOLE DESIGN GROUP, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

To City of Bentonville at: CITY OF BENTONVILLE
117 W. Central Avenue
Bentonville, AR 72712

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.
13. Without waiving immunity pursuant to law, Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.

14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Arkansas.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney's fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations

indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.

21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

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

TOOLE DESIGN GROUP, LLC

CITY OF BENTONVILLE

By: _____

By: _____

Name: Jennifer L. Toole

Name: _____

Title: President

Title: _____

ATTACHMENT A

SCOPES OF WORK, SCHEDULES, AND BUDGETS

Attachment A presents scopes of work, schedules, and budgets to provide planning and final design services for four (4) bikeways within the City of Bentonville, as follows:

- 1A. SW/SE 8th Street Redesign (SW I Street to SE J Street; approximately 1.4 miles)
- 1B. NW 3rd Street (NW Elm Tree Road to just east of N Walton Boulevard; approximately 1.5 miles)
2. NW 3rd/2nd Street (just east of N Walton Boulevard to SE J Street; approximately 1.5 miles)
3. SW 8th Street/Town Vu Road (western city limits to SW I Street; approximately 3.1 miles)

PROJECT 1A SCOPE OF WORK

This scope includes concept design, 30% design development, landscape design, and 60% and 90% design review and details for the SW/SE 8th Street Redesign between SW I Street and SE J Street (Project 1A). This project design is intended to be delivered in early 2020. As this will be a redesign, it is understood that the City and/or its consultant will provide base drawings, including survey and utility relocations, in CAD format for Toole Design's use; all scope tasks will be completed based on the accuracy and availability of information and data provided by the City and/or its consultant. Changes in available information and data resulting in changes in this scope of work will require amendments to the agreement.

Project Overview

The following outlines Toole Design's scope of services for Project 1A. Any changes to the extents of the corridor described below and/or the addition of any new corridors will impact the schedules for design and construction and will require amendments to this scope of work. The following is an overview of the scope of work:

- Meetings with a stakeholder group, the member of which will be identified by the City
- Concept design to show pedestrian and bicycle facility alternatives
- 30% Design of approximately 1.4 miles of pedestrian and bicycle facilities between SW I Street and SE J Street
- 60% Design Review and Details
- 90% Design Review and Details
- Landscape Design

The exact location, type of facility, and transition locations will be determined in the concept design phase.

A full bid package is not included in this project scope, as the City's consultant will perform these services.

- No construction management tasks are assumed for this project scope.

The design will be prepared to City of Bentonville design standards, as applicable. Adherence to Arkansas Department of Transportation (ArDOT) standards is only anticipated for S Walton Boulevard. It is understood that additional coordination with ArDOT or other agencies may be needed based on previous and/or potential future funding sources.

1 PROJECT MANAGEMENT

1.1 Progress Meetings, Quality Control, and Scheduling

Toole Design will coordinate with the City of Bentonville to develop the project design for Project 1A. This will include ongoing communication via email and bi-weekly check-in calls for the duration of the project. A Project Management Plan (PMP) will be developed for the project, complete with a quality control approach and associated procedures. Toole Design will also conduct ongoing coordination with City staff and other agencies as appropriate.

The PMP will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items to be achieved. The PMP will include our Quality Assurance/Quality Control approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

1.2 Progress Reports and Invoices

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

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

Task 1 Deliverables:

- Bi-weekly check-in calls with City staff
- Up to four (4) trips to Bentonville to coincide with stakeholder outreach and/or project milestones, when possible
- Meeting agendas, presentations, and notes

2 TRAFFIC ANALYSIS

2.1 Traffic Counts

Toole Design will collect and review and evaluate traffic counts and data.

The following existing data will be collected to inform lane configurations along the corridor and at intersections:

- Turning movement counts (weekday/school year AM and PM peak hours) at the following intersections (including pedestrian and bicyclist volumes). This will allow for review of turning movement conflicts, bikeway connectivity requirements, and intersection controls.
 - SW 8th Street and SW I Street
 - SW 8th Street and S Walton Boulevard
 - SW 8th Street and SW E Street
 - SW 8th Street and SW A Street
 - SE 8th Street and SE J Street
- Tube counts at four (4) to-be-determined locations along the Project 1A corridor.

2.2 Draft and Final Traffic Memoranda

Toole Design will analyze the data collected and verify that the proposed design, intersection improvements, and overall corridor configuration fits with the traffic data and model. A draft memo will be developed to summarize findings. Toole Design will review the draft traffic memo with the City. All comments and revisions will be included in an updated final memo to be included in the design package.

Task 2 Deliverables:

- Traffic count data
- Draft traffic analysis memo in PDF format
- Final traffic analysis memo in PDF format

3 DESIGN PLAN DEVELOPMENT

3.1 Stakeholder Engagement

Toole Design will coordinate with City staff to schedule meetings with corridor stakeholders, which will guide concept design and selection of a preferred alternative. We will work with the City to determine appropriate composition of the stakeholder group, but it will likely include City staff, residents, property owners, business owners, and ArDOT representatives. We anticipate four (4) stakeholder group meetings over the course of this project:

- Meeting 1: Project kickoff – stakeholders will identify opportunities and challenges
- Meeting 2: Concept design alternatives will be presented and reviewed
- Meeting 3: A preferred alternative will be selected for final design
- Meeting 4: Participation in a public engagement meeting to be held by the City's consultant

3.2 Concept Design and Selection

To aid the City in confirming the full corridor design direction, Toole Design will develop two (2) concepts of a full corridor roll-plot for Project 1A to be vetted and discussed in a collaborative meeting with key City staff and stakeholders (see Task 4.1). The corridor design and selection subtask will focus on developing preliminary drawings to ensure that bikeway facility types and transitions between types are vetted by Toole Design and City staff.

Toole Design will conduct internal workshops to discuss key project considerations, including but not limited to safety, user comfort, overall design principles, quality control protocols, schedule, and deliverables that will be paramount to developing corridor concepts and final construction documents for Project 1A. Workshops will vet alignments and bikeway facility types before final design is initiated.

Concept design alternatives will be highly illustrative. Along with corridor roll-plots, cross section graphics and photo simulations will be developed to help City staff and stakeholders visualize design options. Up to four (4) before and after photo simulations will be produced, accounting for two (2) graphics per corridor concept.

3.3 Design Plan Development

Drawing on survey with detailed ground elevations, curb data, drainage, utilities, edge of pavement data, City-provided aerial photography, and City-provided traffic signal record drawings, Toole Design will develop 30% drawings for the corridor.

The plan set will include the following:

- Intersection improvements, including pavement markings, signing, truck aprons, and curb extensions with vertical delineation (flex posts, K71s, or sectional curbs) where appropriate to support the proposed bikeway or paved trail.
- Roadway design including retrofit or relocation of existing facilities (i.e., Toole Design realizes that utilities have already been relocated on the corridor based on the original design; we will work to avoid/minimize the need for further utility relocations).
- The 30% package will contain the following sheets assuming signing and pavement marking removals will be combined with the proposed signing and markings on the same sheets:
 - » Cover sheet;
 - » Roadway plan sheets;
 - » Typical Section sheets;

60% Design Review and Details

Review all elements of the bicycle/pedestrian design for changes that are practical and/or enhance the safety and compliance of the proposed facilities including ADA ramps, pedestrian crossings, intersection design, and other non-vehicular facilities. Toole Design will provide design for specific details related to the bicycle and pedestrian infrastructure.

90% Design Review and Details

Review all elements of the bicycle/pedestrian design for changes that are practical and/or enhance the safety and compliance of the proposed facilities including ADA ramps, pedestrian crossings, intersection design, and other non-vehicular facilities. Toole Design will provide design for specific details related to the bicycle and pedestrian infrastructure.

Landscape Design

Toole Design will provide complete landscape design services for the Project 1A. This will include details, material list, and coordination. Landscape design drawings and details will be provided.

Design Plan Assumptions

1. Any right-of-way acquisition will be handled by the City outside of this scope of work. It is anticipated a majority of the work will be within the existing right-of-way with an allowance for construction easements in some cases.
2. All plans will be submitted on 22" x 34" size plan sheets and will be developed using AutoCAD 2018 and/or AutoCAD Civil 3D 2018. Where geospatial coordinates are provided, they will be provided in Arkansas State Plane, North, in US Survey Feet, using the NAD 83 adjustment.
3. Design of any transit improvements are not included in this corridor.
4. All project base files will be developed using detailed survey data.
5. Toole Design will not provide hard copies of plans or deliverables.

Task 3 Deliverables:

- Two (2) design concepts, color-rendered and provided on roll-plots
- Up to four (4) stakeholder meetings to discuss concept designs and select a preferred alternative for final design
- Concept Plans, including:
 - » Roll-plot style of full corridor set to aerial background with signing and pavement markings

- » Concept level cost estimate
- 30% Plans, including:
 - » Cover sheet
 - » Typical Section sheets
 - » Roadway plan
 - » 30% comment log and resolution
 - » Revised roll-plot style formatted PDF of the roadway plan with signing and pavement markings
- 60% Plan Review
 - » Comments provided in digital format
 - » Coordination with the City and its consultant, Design for bicycle and pedestrian details (as needed)
- 90% Plan Review
 - » Comments provided in digital format
 - » Coordination with the City and its consultant
 - » Design for bicycle and pedestrian details (as needed)
- Landscape Design
 - » Landscape Plan sheet;
 - » Landscape Detail sheets;

PROJECT 1A SCHEDULE

A preliminary project schedule is shown below. As noted, the start date for the 60% review, 90% review, and landscape design is contingent on the design schedule to be provided by the City's consultant. Any substantive changes to the project plan during the stakeholder engagement period may impact the project schedule.

[illegible]

* Substantive changes to the project plan during stakeholder engagement may impact the project schedule

** 60% review, 90% review, and landscape design will be performed based on the design schedule provided by the City's consultant

PROJECT 1A LUMP SUM FEE

The total lump sum fee for Project 1A is \$217,000, including labor, overhead, profit, and expenses.

Task	Lump Sum Fee
1. Project Management	\$17,000.00
2. Traffic Analysis	\$34,500.00
3. Design Plan Development	\$165,500.00
TOTAL	\$217,000.00

PROJECT 1B SCOPE OF WORK

This scope includes production of a biddable, constructible design package and construction bid package for a portion of the Coler Creek – Downtown Connector included in the NWA Bike Infrastructure Plan. The corridor (Project 1B) is on NW 3rd Street between NW Elm Tree Road and N Walton Boulevard. This project design is intended to be delivered in early 2020.

Project Overview

The following outlines Toole Design's scope of services for Project 1B. Any changes to the extents of the corridor described below and/or the addition of any new corridors will impact the schedules for design and construction and will require amendments to this scope of work. The following is an overview of the scope of work:

- A single lane roundabout at the intersection of NW 3rd Street and NW Elm Tree Road
- Concept design to show bikeway facility extents
- Design of approximately 1.5 miles of bikeway facilities (shared use paved trail and directional protected bike lanes) between the roundabout at NW Elm Tree Road to N Walton Blvd.

The exact location of the transition between the paved trail and protected bike lanes will be determined in the concept design phase.

Toole Design will prepare a set of standalone Plans, Specifications, and Estimates (PS&E) construction documents. Toole Design will also prepare the full bid package for the City's procurement process.

No construction management tasks are assumed for this project scope.

The design will be prepared to City of Bentonville design standards, as applicable. Coordination with and adherence to Arkansas Department of Transportation (ArDOT) standards is only anticipated for N Walton Boulevard.

1 PROJECT MANAGEMENT

1.1 Progress Meetings, Quality Control, and Scheduling

Toole Design will coordinate with the City of Bentonville to develop the project design for Project 1B. This will include ongoing communication via email and bi-weekly check-in calls for the duration of the project. A Project Management Plan (PMP) will be developed for the project, complete with a quality control approach and associated procedures. Toole Design will also conduct ongoing coordination with City staff and other agencies as appropriate.

The PMP will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items to be achieved. The PMP will include our Quality Assurance/Quality Control approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

1.2 Progress Reports and Invoices

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

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

Task 1 Deliverables:

- Bi-weekly check-in calls with City staff
- Up to four (4) trips to Bentonville to coincide with stakeholder outreach and/or project milestones, when possible
- Meeting agendas, presentations, and notes

2 DATA COLLECTION

2.1 Draft Survey

Crafton Tull will prepare the base mapping for the entire length of the corridor using field survey, as-built drawings, right-of-way and parcel maps, records of survey, available utility maps and plans, and assessor's maps in AutoCAD Civil 3D 2018.

The draft field survey shall contain all utilities, drainage facilities including inverts, rim elevations, and sizes, curb information, edge of pavement, existing signs with MUTCD codes, existing surface with detailed curb grades between the right-of-way unless specifically noted. Additionally, right-of-way, property owner information, parcel ID, and intersection details (e.g., pole locations, signal locations, push buttons, pull boxes/controllers) to be provided. Existing utility information will be developed to Quality Level C (compiled from record information and correlated with observable surface features) and depicted on the survey mapping as indicated on existing historic records provided by the Client and/or by the respective utility companies, and as marked in the field. The survey will confirm existing lane configurations and widths and provide Toole Design with base files for design in the appropriate format.

The survey mapping will also include:

- Ground elevations with contours at one-foot intervals and spot elevations, expressed to the nearest tenth of a foot (0.1'), on hard and soft surfaces, where appropriate.
- Benchmarks will be shown on the plan and will include the description, datum and elevation (to the nearest hundredth of a foot) along with the location as referenced to an adjacent boundary line or physical feature.
- The location, size, depth and direction of flow of storm drains, utility casings, culverts, and inverts of pipe at each as visible, available and accessible.
- Names of utility operating authorities for each utility as available from the utility owner or Client-provided records.
- Survey Mapping along the project alignment will be produced at a 1" = 20' scale.

2.2 Final Survey

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

2.3 Environmental Permitting

Crafton Tull will conduct all necessary environmental studies to identify any environmental constraints or permitting requirements for the proposed project. Crafton Tull will be responsible for preparing all required environmental documents and permit applications and will coordinate the authorization and approval of the proposed project by the appropriate environmental regulatory agencies. This includes, but may not limited be to, a wetland delineation along the project corridor and at the Coler Creek crossing, and coordination of the Section 404 permit with the U.S. Army Corps of Engineers (USACE). The environmental permitting, as needed, will be prepared in line with the proposed construction schedule. This task will provide up to the limits of a nationwide permit with the USACE, if necessary.

Task 2 Deliverables:

- Draft Survey in AutoCAD format
- Final Survey in AutoCAD format
- Environmental permits and documentation

3 TRAFFIC ANALYSIS

3.1 Traffic Counts

Toole Design will collect and review and evaluate traffic counts and data. The field survey will confirm existing lane configurations and widths and provide Toole Design with base files for design.

The following existing data will be collected to inform lane configurations along the corridor and at intersections:

- Turning movement counts (weekday/school year AM and PM peak hours) at the intersection of NW 3rd Street and N Walton Boulevard (including pedestrian and bicyclist volumes). This will allow for review of turning movement conflicts, bikeway connectivity requirements, and intersection controls.

- Turning movement counts (weekday/school year AM and PM peak hours) at the proposed roundabout at Elm Tree Road.
- Tube counts at each end of the corridor on NW 3rd Street.

3.2 Draft and Final Traffic Memoranda

Toole Design will analyze the data collected and verify that the proposed design, intersection improvements, and overall corridor configuration fits with the traffic data and model. A draft memo will be developed to summarize findings. Toole Design will review the draft traffic memo with the City. All comments and revisions will be included in an updated final memo to be included in the design package.

It is not expected that a traffic model to analyze metrics such as level of service, delay, and queueing will be required for this project and is not included in this Scope.

Task 3 Deliverables:

- Traffic count data
- Draft traffic analysis memo in PDF format
- Final traffic analysis memo in PDF format

4 DESIGN PLAN DEVELOPMENT

4.1 Concept Design and Selection

Toole Design will develop a concept drawing of the full corridor for Project 1B. A roll-plot will be provided and will be vetted in a collaborative meeting with key City staff. The corridor design and selection subtask will focus on developing preliminary drawings to ensure that bikeway facility types and transitions between types are vetted by Toole Design and City staff.

Toole Design will conduct internal workshops to discuss key project considerations, including but not limited to safety, user comfort, overall design principles, quality control protocols, schedule, and deliverables that will be paramount to developing corridor concepts and final construction documents for Project 1B. Workshops will vet alignments and bikeway facility types before final design is initiated.

4.2 Design Plan Development

Drawing on survey with detailed ground elevations, curb data, drainage, utilities, edge of pavement data, City-provided aerial photography, and City-provided traffic signal record drawings, Toole Design will develop a PS&E package for the corridor.

The design will include the following:

- Proposed bikeway pavement markings with vertical delineation (where protected bikeways are provided).
- Restriping of streets with on-street parking lanes and motor vehicle travel lanes.
- Proposed signing to include bikeway signs, wayfinding signs, and parking signs.
- Intersection improvements including pavement marking, signing, truck aprons, and curb extensions with vertical delineation (flex posts, K71s, or sectional curbs) where appropriate to support the proposed bikeway or paved trail.
- Grading, drainage, utility, and roadway design including retrofit or relocation of existing facilities.
- Detailed curb tie and alignment control plans for complex locations as needed
- Detailed roundabout layout, design, and curb tie design.
- Based on these design parameters, the PS&E package is expected to contain the following sheets assuming signing and pavement marking removals will be combined with the proposed signing and markings on the same sheets:

- » Cover sheet;
- » General Notes, Abbreviations, Legend sheets;
- » Roadway Plan and Profile sheets;
- » Grading and drainage plan sheets;
- » Erosion Control plan sheets;
- » Utility plan sheets;
- » Signing and marking plan sheets;
- » Detail sheets;
- » Traffic control sheets;
- » Traffic signal sheets;
- » Landscape plan sheets; and
- » Quantity table sheets.

Design Plan Assumptions

1. Any right-of-way acquisition will be handled by the City outside of this scope of work. It is anticipated a majority of the work will be within the existing right-of-way with an allowance for construction easements in some cases.
2. All plans will be submitted on 24" x 36" size plan sheets and will be developed using AutoCAD 2018 and/or AutoCAD Civil 3D 2018. Where geospatial coordinates are provided, they will be provided in Arkansas State Plane, North, in US Survey Feet, using the NAD 83 adjustment.
3. The City will coordinate any reviews or obtain any permits required by ArDOT, or other agencies as needed, for project design and construction. Crafton Tull will coordinate any environmental permits required with the City.
4. Proposed signs and locations will be shown on the plans and existing signs to be removed or replaced will be identified. All existing signs are not anticipated to be shown on the plans. The plans will note that the contractor is responsible for coordinating with utility companies to determine utility conflicts at new sign locations.
5. The City will provide unit costs from existing on-call bid item contracts or recent construction bids in the City for use in the cost estimate.
6. Public involvement tasks are not included in this scope.
7. The roundabout is a significant portion of the design and will require coordination between all parties.
8. No significant modifications to the traffic signal poles, signal and pedestrian heads, and vehicle detection are expected outside of the intersection with N Walton Boulevard. Toole Design understands that a design has already been completed and approved by ArDOT for the new traffic signal at N Walton Boulevard; therefore, we will work to avoid/minimize any changes to this signal design.
9. Design of any transit improvements are not included in this corridor.
10. All project base mapping will be developed using detailed survey data.
11. Toole Design will not provide hard copies of plans or deliverables.
12. No Environmental Service will be provided.
13. No Geotechnical Services will be provided.
14. No Archeological Services will be provided.
15. No Structural Design Services will be provided beyond conceptual design.
16. Design of green infrastructure or other water quality devices are not included in this corridor.
17. No Environmental Services related to flood modeling, producing a Conditional Letter of Map Revision, or Letter of Map Revision will be provided.

1B-5

Task 4 Deliverables:

- Concept Plans, including
 - » Roll-plot style of full corridor set to aerial background with signing and pavement markings
 - » Concept level cost estimate
- 60% Plans, including:
 - » Cover sheet
 - » Roadway plan and profile sheets
 - » Signing and pavement marking sheets, including a roll-plot style formatted PDF of the signing and pavement marking plan
 - » Preliminary traffic signal layout sheets
 - » Preliminary grading and drainage plans
 - » Preliminary utility plan sheets
 - » Relevant roadway modifications noted on plan and profile sheets
 - » Initial estimate of probable construction cost
 - » Outline specifications
 - » Revised roll-plot style formatted PDF of the roadway plan with signing and pavement markings
- 90% Plans, including all sheets in the ultimate bid-ready plan set such as:
 - » 60% comment log and resolution
 - » Cover sheet
 - » General notes, abbreviations, legend sheets
 - » Summary of approximate quantities sheets
 - » Roadway plan and profile sheets
 - » Signing and marking plan sheets
 - » Grading and drainage plan sheets
 - » Erosion control plan sheets
 - » Traffic control sheets (ArDOT Standard Details)
 - » Traffic signal sheets
 - » Landscape plans
 - » Quantity table sheets
 - » Detail sheets by design sheet group, as needed for constructability
 - » The 90% submittal will include all quantities, specifications, and the estimate of probable construction costs based on City bid items. The 90% plan set will not be sealed by a Professional Engineer.
 - » 90% comment log and resolution
- 100% PS&E package, including sealed plans, specifications, and an estimate of probable construction costs. The 100% plans will be sealed by a Professional Engineer licensed in the state of Arkansas.

5 STRUCTURAL DESIGN SERVICES

During the project development process, the need for additional design efforts including potential retaining walls on 3rd Street along wetland boundaries may be necessary. Crafton Tull will develop structural plans to construct a retaining wall, or other structural elements, on 3rd Street. For scoping purposes, we are assuming 500 linear feet of retaining wall or bridge. The deliverable would be a concept only plan that will help scope the overall design, if necessary. Once the concept is complete, a full scope will be written to encompass final design documentation for any of the structural elements.

1B-6

6 PUBLIC MEETING

Toole Design will prepare for and facilitate an open house public meeting to present the final design of Project 1B. The meeting will be informative without directly requesting public input, as the design will have been finalized. Meeting content will be comprised of roll-plot drawings and cross sections that have been "colorized" to clearly communicate project intent.

Task 6 Deliverables:

- Preparation for and facilitation of one (1) open house public meeting
- "Colorized" roll-plot of corridor and cross sections suitable for public viewing

7 BID PACKAGE

7.1 Draft Bid Package

Upon completion of the 100% PS&E package, Toole Design will compile and develop a full construction bid package for the City of Bentonville. The City will provide Toole Design with a preferred template and contract language for the documents. The City and other agencies will have two (2) weeks to review the draft bid package and provide a single set of consolidated comments.

7.2 Final Bid Package

Toole Design will have up to two (2) weeks to address comments provided by the City to develop a final bid package for construction advertising.

Task 7 Deliverables:

- Draft Bid Package, including:
 - » Construction bid documents
 - » Project special provisions and technical specifications
 - » Contract forms
 - » Construction drawings
- Final Bid Package

PROJECT 1B SCHEDULE

A preliminary project schedule is shown below. As noted, the start date for the 60% plan development is contingent on receiving City approval on concept corridor plan and traffic analysis. Any substantive changes to the project plan may impact the project schedule.

Tasks	Weeks																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1 - Project Management																														
Ongoing Project Management																														
2 - Data Collection																														
Survey																														
Final Survey																														
Environmental Permitting																														
3 - Traffic Analysis																														
Traffic Counts and Draft Memo																														
Final Memo																														
4 - Design Plan Development																														
Concept Plan Development																														
Concept Plan Review																														
Concept Plan Comment Resolution																														
60% Plan Development*																														
60% Plan Review																														
60% Plan Comment Resolution																														
Public Engagement**																														
90% Plan Development																														
90% Plan Review																														
90% Plan Comment Resolution																														
100% Plan Development																														
5 - Structural Design Services																														
Concept Design																														
6 - Public Meeting																														
Public Meeting																														
7 - Bid Package																														
Bid Package Development																														

* 60% Plan Development start date is contingent on receiving City approval on concept roll-plot
 ** Substantive changes to the project plan may impact the project schedule

PROJECT 1B LUMP SUM FEE

The total lump sum fee for Project 1B is \$448,500.00, including labor, overhead, profit, and expenses.

Task	Lump Sum Fee
1. Project Management	\$17,000.00
2. Data Collection (Survey and Environmental Permitting)	\$102,500.00
3. Traffic Analysis	\$13,500.00
4. Design Plan Development	\$288,000.00
5. Structural Design Services	\$14,000.00
6. Public Meeting	\$7,500.00
7. Bid Package	\$6,000.00
TOTAL	\$448,500.00

PROJECT 2 SCOPE OF WORK

This scope includes production of a biddable, constructible design package and construction bid package for a portion of the Coler Creek – Downtown Connector included in the NWA Bike Infrastructure Plan. The corridor (Project 2) is on NW 2nd Street between N Walton Boulevard and NE J Street. This project design is intended to be delivered in late 2020.

Project Overview

The following outlines Toole Design's scope of services for Project 2. Any changes to the extents of the corridor described below and/or the addition of any new corridors will impact the schedules for design and construction and will require amendments to this scope of work. The following is an overview of the scope of work:

- Concept design to show bikeway facility extents
- Design of approximately 1.4 miles of bikeway facilities (advisory bike lanes, directional protected bike lanes, and a shared street facility) The exact location of the transition between the protected bike lanes and shared street will be determined in the concept design phase.

Toole Design will prepare a set of standalone Plans, Specifications, and Estimates (PS&E) construction documents. Toole Design will also prepare the full bid package for the City's procurement process.

No construction management tasks are assumed for this project scope.

The design will be prepared to City of Bentonville design standards, as applicable. Coordination with and adherence to Arkansas Department of Transportation (ArDOT) standards is only anticipated for N Walton Boulevard.

1 PROJECT MANAGEMENT

1.1 Progress Meetings, Quality Control, and Scheduling

Toole Design will coordinate with the City of Bentonville to develop the project design for Project 2. This will include ongoing communication via email and bi-weekly check-in calls for the duration of the project. A Project Management Plan (PMP) will be developed for the project, complete with a quality control approach and associated procedures. Toole Design will also conduct ongoing coordination with City staff and other agencies as appropriate.

The PMP will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items to be achieved. The PMP will include our Quality Assurance/Quality Control approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

1.2 Progress Reports and Invoices

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

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

Task 1 Deliverables:

- Bi-weekly check-in calls with City staff
- Up to four (4) trips to Bentonville to coincide with stakeholder outreach and/or project milestones, when possible
- Meeting agendas, presentations, and notes

2 DATA COLLECTION

2.1 Draft Survey

Crafton Tull will prepare the base mapping for the entire length of the corridor using field survey, as-built drawings, right-of-way and parcel maps, records of survey, available utility maps and plans, and assessor's maps in AutoCAD Civil 3D 2018.

The draft field survey shall contain all visible surface features, utilities, rim elevations, and sizes, curb information, edge of pavement, trees, existing signs with MUTCD codes, and an existing surface with detailed curb grades between the right-of-way unless specifically noted. Additionally, right-of-way lines, property owner information, parcel ID, and intersection details (e.g., pole locations, signal locations, push buttons, pull boxes/controllers) are to be provided. Existing utility information will be developed to Quality Level C (compiled from record information and correlated with observable surface features) and depicted on the survey mapping as indicated on existing historic records provided by the Client and/or by the respective utility companies, and as marked in the field. The survey will confirm existing lane configurations and widths and provide Toole Design with base files for design in the appropriate format.

The survey mapping will also include:

- Ground elevations with contours at one-foot intervals and spot elevations, expressed to the nearest tenth of a foot (0.1'), on hard and soft surfaces, where appropriate.
- Benchmarks will be shown on the plan and will include the description, datum and elevation (to the nearest hundredth of a foot) along with the location as referenced to an adjacent boundary line or physical feature.
- The location, size, depth and direction of flow of storm drains, utility casings, culverts, and inverts of pipe at each as visible, available and accessible.
- Names of utility operating authorities for each utility as available from the utility owner or Client-provided records.
- Survey Mapping along the project alignment will be produced at a 1" = 20' scale.

2.2 Final Survey

If additional survey information is needed during the design process, Crafton Tull will perform additional survey services and provide the data to Toole Design for preparation of construction drawings. As the design advances, the TDG Team will identify potential utility conflicts, and Crafton Tull will pothole existing utilities as needed to verify exact horizontal and vertical location, pipe size, diameter, and material. Final survey will include any supplemental information that is needed to complete the PS&E package that was not captured during the initial survey.

2.3 Environmental Permitting

Crafton Tull will conduct all necessary environmental studies to identify any environmental constraints or permitting requirements for the proposed project. Crafton Tull will be responsible for preparing all required environmental documents and permit applications and will coordinate the authorization and approval of the proposed project by the appropriate environmental regulatory agencies. This includes, but may not limited be to, a wetland delineation along the project corridor and at the Coler Creek crossing, and coordination of the Section 404 permit with the U.S. Army Corps of Engineers (USACE). The environmental permitting, as needed, will be prepared in line with the proposed construction schedule. This task will provide up to the limits of a nationwide permit with the USACE, if necessary.

Task 2 Deliverables:

- Draft Survey in AutoCAD format
- Final Survey in AutoCAD format
- Environmental permits and documentation

3 TRAFFIC ANALYSIS

3.1 Traffic Counts

Toole Design will collect and review and evaluate traffic counts and data. The field survey will confirm existing lane configurations and widths and provide Toole Design with base files for design.

The following existing data will be collected to inform lane configurations along the corridor and at intersections:

- Turning movement counts (weekday/school year AM and PM peak hours) at the intersection of NW 3rd Street and SW G Street plus NE 2nd and SW (including pedestrian and bicyclist volumes). This will allow for review of turning movement conflicts, bikeway connectivity requirements, and intersection controls.

- Tube counts at each end of the corridor on NW 3rd Street and NE 2nd Street

3.2 Draft and Final Traffic Memoranda

Toole Design will analyze the data collected and verify that the proposed design, intersection improvements, and overall corridor configuration fits with the traffic data. A draft memo will be developed to summarize findings. Toole Design will review the draft traffic memo with the City. All comments and revisions will be included in an updated final memo to be included in the design package.

It is not expected that a traffic model to analyze metrics such as level of service, delay, and queueing will be required for this project and is not included in this Scope.

Task 3 Deliverables:

- Traffic count data
- Draft traffic analysis memo in PDF format
- Final traffic analysis memo in PDF format

4 DESIGN PLAN DEVELOPMENT

4.1 Concept Design and Selection

Toole Design will develop a concept drawing of the full corridor for Project 2. A roll-plot will be provided and will be vetted in a collaborative meeting with key City staff. The corridor design and selection subtask will focus on developing preliminary drawings to ensure that bikeway facility types and transitions between types are vetted by Toole Design and City staff.

Toole Design will conduct internal workshops to discuss key project considerations, including but not limited to safety, user comfort, overall design principles, quality control protocols, schedule, and deliverables that will be paramount to developing corridor concepts and final construction documents for Project 1B. Workshops will vet alignments and bikeway facility types before final design is initiated.

4.2 Design Plan Development

Toole Design will develop a PS&E package for the corridor. Based on the detailed topographic survey information provided by the City and supplemented by Crafton Tull. The survey will include detailed ground elevations, curb data, drainage, utilities, edge of pavement data, City-provided aerial photography, and City-provided traffic signal record information.

The design will include the following:

- Proposed bikeway pavement markings with vertical delineation (where protected bikeways are provided).
- Restriping of streets with on-street parking lanes and motor vehicle travel lanes.
- Proposed signing to include bikeway signs, wayfinding signs, and parking signs.
- Intersection improvements including pavement marking, signing, truck aprons, and curb extensions with vertical delineation (flex posts, K71s, or sectional curbs) where appropriate to support the proposed bikeway or paved trail.
- Grading, drainage, utility, and roadway design including retrofit or relocation of existing facilities.
- Detailed curb tie and alignment control plans for complex locations as needed
- Detailed roundabout layout, design, and curb tie design.
- The PS&E package will contain the following sheets assuming signing and pavement marking removals will be combined with the proposed signing and markings on the same sheets:
 - » Cover sheet;

- » General Notes, Abbreviations, Legend sheets
- » Roadway Plan and Profile sheets;
- » Signing and marking plan sheets;
- » Grading and drainage plan sheets;
- » Erosion Control plan sheets;
- » Utility plan sheets;
- » Details and general notes sheets;
- » Traffic control sheets;
- » Traffic signal sheets
- » Landscape plan sheets; and
- » Quantity table sheets.

Design Plan Assumptions

1. Any right-of-way acquisition will be handled by the City outside of this scope of work.
2. All plans will be submitted on 24" x 36" size plan sheets and will be developed using AutoCAD 2018 and/or AutoCAD Civil 3D 2018. Where geospatial coordinates are provided, they will be provided in Arkansas State Plane, North, in US Survey Feet, using the NAD 83 adjustment.
3. The City will coordinate any reviews or obtain any permits required by ArDOT, or other agencies as needed, for project design and construction. Crafton Tull will coordinate any environmental permits required with the City.
4. Proposed signs and locations will be shown on the plans and existing signs to be removed or replaced will be identified. All existing signs are not anticipated to be shown on the plans. The plans will note that the contractor is responsible for coordinating with utility companies to determine utility conflicts at new sign locations.
5. The City will provide unit costs from existing on-call bid item contracts or recent construction bids in the City for use in the cost estimate.
6. Public involvement tasks are not included in this scope.
7. No significant modifications to the traffic signal poles, signal and pedestrian heads, and vehicle detection are expected outside of the intersection with N Walton Boulevard. Toole Design understands that a design has already been completed and approved by ArDOT for the new traffic signal at N Walton Boulevard; therefore, we will work to avoid/minimize any changes to this signal design.
8. Design of any transit improvements are not included in this corridor.
9. All project base mapping will be developed using detailed survey data.
10. Toole Design will not provide hard copies of plans or deliverables.
11. No Geotechnical Services will be provided.
12. No Archeological Services will be provided.
13. No Structural Design Services will be provided beyond conceptual design.
14. Design of green infrastructure or other water quality devices are not included in this corridor.
15. No Environmental Services related to flood modeling, producing a Conditional Letter of Map Revision, or Letter of Map Revision will be provided.

Task 4 Deliverables:

- Concept Plans, including
 - » Roll-plot style of full corridor set to aerial background with signing and pavement markings
 - » Concept level cost estimate
- 60% Plans, including:
 - » Cover sheet
 - » Roadway plan and profile sheets
 - » Signing and pavement marking sheets, including a roll-plot style formatted PDF of the signing and pavement marking plan
 - » Preliminary traffic signal layout sheets
 - » Preliminary grading and drainage plans
 - » Preliminary utility plan sheets
 - » Relevant roadway modifications noted on plan and profile sheets
 - » Initial estimate of probable construction cost
 - » Outline specifications
 - » Revised roll-plot style formatted PDF of the roadway plan with signing and pavement markings
- 90% Plans, including all sheets in the ultimate bid-ready plan set such as:
 - » 60% comment log and resolution
 - » Cover sheet
 - » General notes, abbreviations, legend sheets
 - » Summary of approximate quantities sheets
 - » Roadway plan and profile sheets
 - » Signing and marking plan sheets
 - » Grading and drainage plan sheets
 - » Erosion control plan sheets
 - » Details and general notes sheets
 - » Traffic control sheets (ARDOT Standard Details)
 - » Traffic signal sheets
 - » Landscape plans
 - » Quantity table sheets
 - » Detail sheets by design sheet group, as needed for constructability
 - » The 90% submittal will include all quantities, specifications, and the estimate of probable construction costs based on City bid items. The 90% plan set will not be sealed by a Professional Engineer.
 - » 90% comment log and resolution
- 100% PS&E package, including sealed plans, specifications, and an estimate of probable construction costs. The 100% plans will be sealed by a Professional Engineer licensed in the state of Arkansas.

5 STRUCTURAL DESIGN SERVICES

During the project development process, the need for additional design efforts including potential retaining walls on 2nd Street along wetland boundaries may be necessary. Crafton Tull will develop structural plans to construct a retaining wall, or other structural elements, on 2nd Street. For scoping purposes, we are assuming 500 linear feet of retaining wall or bridge. The deliverable would be a concept only plan that will help scope the overall design, if necessary. Once the concept is complete, a full scope will be written to encompass final design documentation for any of the structural elements.

6 PUBLIC MEETING

Toole Design will prepare for and facilitate an open house public meeting to present the final design of Project 2. The meeting will be informative without directly requesting public input, as the design will have been finalized. Meeting content will be comprised of roll-plot drawings and cross sections that have been "colorized" to clearly communicate project intent.

Task 6 Deliverables:

- Preparation for and facilitation of one (1) open house public meeting
- "Colorized" roll-plot of corridor and cross sections suitable for public viewing

7 BID PACKAGE

7.1 Draft Bid Package

Upon completion of the 100% PS&E package, Toole Design will compile and develop a full construction bid package for the City of Bentonville. The City will provide Toole Design with a preferred template and contract language for the documents. The City and other agencies will have two (2) weeks to review the draft bid package and provide a single set of consolidated comments.

7.2 Final Bid Package

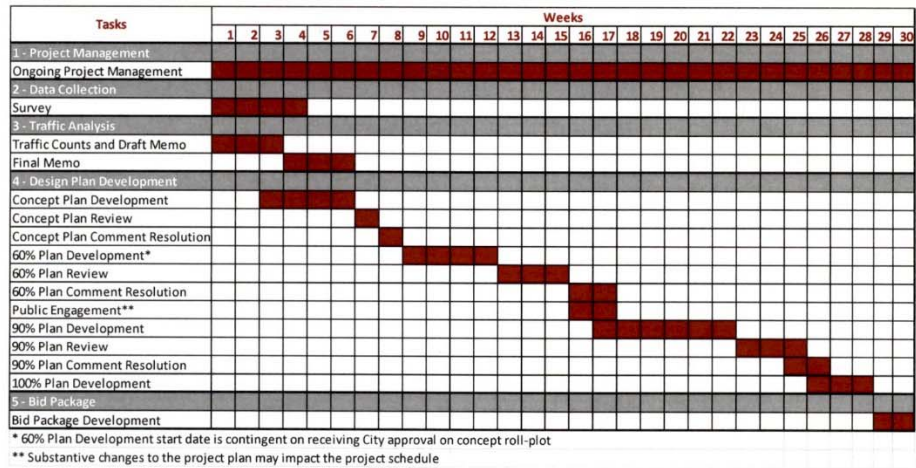
Toole Design will have up to two (2) weeks to address comments provided by the City to develop a final bid package for construction advertising.

Task 7 Deliverables:

- Draft Bid Package, including:
 - » Construction bid documents
 - » Project special provisions and technical specifications
 - » Contract forms
 - » Construction drawings
- Final Bid Package

PROJECT 2 SCHEDULE

A preliminary project schedule is shown below. As noted, the start date for the 60% plan development is contingent on receiving City approval on concept corridor plan and traffic analysis. Any substantive changes to the project plan may impact the project schedule.



PROJECT 2 LUMP SUM FEE

The total lump sum fee for Project 2 is \$415,500.00, including labor, overhead, profit, and expenses.

Task	Lump Sum Fee
1. Project Management	\$17,000.00
2. Data Collection (Survey and Environmental Permitting)	\$136,000.00
3. Traffic Analysis	\$11,500.00
4. Design Plan Development	\$224,500.00
5. Structural Design Services	\$14,000.00
6. Public Meeting	\$7,500.00
7. Bid Package	\$5,000.00
TOTAL	\$415,500.00

PROJECT 3 SCOPE OF WORK

This scope includes production of a biddable, constructible design package and construction bid package for a portion of the 8th Street Bikeway included in the NWA Bike Infrastructure Plan. The corridor (Project 3) is along Town Vu Road and into Bentonville on SW 8th Street. This project design is intended to be delivered in late 2020.

Project Overview

The following outlines Toole Design's scope of services for Project 3. Any changes to the extents of the corridor described below and/or the addition of any new corridors will impact the schedules for design and construction and will require amendments to this scope of work. The following is an overview of the scope of work:

- Design of a shared use paved trail along Town Vu Road and SW Elm Tree Rd beginning at the intersection of Town Vu Road with Allen Road
- Neighborhood greenway between SW Tater Black Road and SW Town Vu Road
- Design of a two-way protected bicycle lanes between the trail connection at SW Arrowhead Drive and SW 1st Street

The exact location of the transition between the facilities will be determined in the concept design phase.

Toole Design will prepare a set of standalone Plans, Specifications, and Estimates (PS&E) construction documents. Toole Design will also prepare the full bid package for the City's procurement process.

No construction management tasks are assumed for this project scope.

The design will be prepared to City of Bentonville design standards, as applicable.

1 PROJECT MANAGEMENT

1.1 Progress Meetings, Quality Control, and Scheduling

Toole Design will coordinate with the City of Bentonville to develop the project design for Project 3. This will include ongoing communication via email and bi-weekly check-in calls for the duration of the project. A Project Management Plan (PMP) will be developed for the project, complete with a quality control approach and associated procedures. Toole Design will also conduct ongoing coordination with City staff and other agencies as appropriate.

The PMP will outline the interrelationship between the scope of services and the schedule. Project milestones will be documented along with critical path items to be achieved. The PMP will include our Quality Assurance/Quality Control approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

1.2 Progress Reports and Invoices

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

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

Task 1 Deliverables:

- Bi-weekly check-in calls with City staff
- Up to four (4) trips to Bentonville to coincide with stakeholder outreach and/or project milestones, when possible
- Meeting agendas, presentations, and notes

2 DATA COLLECTION

2.1 Draft Survey

Crafton Tull will prepare the base mapping for the entire length of the corridor using field survey, as-built drawings, right-of-way and parcel maps, records of survey, available utility maps and plans, and assessor's maps in AutoCAD Civil 3D 2018.

The draft field survey shall contain all visible surface features, utilities, rim elevations, and sizes, curb information, edge of pavement, trees, existing signs with MUTCD codes, and an existing surface with detailed curb grades between the right-of-way unless specifically noted. Additionally, right-of-way lines, property owner information, parcel ID, and intersection details (e.g., pole locations, signal locations, push buttons, pull boxes/controllers) are to be provided. Existing utility information will be developed to Quality Level C (compiled from record information and correlated with observable surface features) and depicted on the survey mapping as indicated on existing historic records provided by the Client and/or by the respective utility companies, and as marked in the field. The survey will confirm existing lane configurations and widths and provide Toole Design with base files for design in the appropriate format.

The survey mapping will also include:

- Ground elevations with contours at one-foot intervals and spot elevations, expressed to the nearest tenth of a foot (0.1'), on hard and soft surfaces, where appropriate.
- Benchmarks will be shown on the plan and will include the description, datum and elevation (to the nearest hundredth of a foot) along with the location as referenced to an adjacent boundary line or physical feature.
- The location, size, depth and direction of flow of storm drains, utility casings, culverts, and inverts of pipe at each as visible, available and accessible.
- Names of utility operating authorities for each utility as available from the utility owner or Client-provided records.
- Survey Mapping along the project alignment will be produced at a 1" = 20' scale.

2.2 Final Survey

If additional survey information is needed during the design process, Crafton Tull will perform additional survey services and provide the data to Toole Design for preparation of construction drawings. As the design advances, the TDG Team will identify potential utility conflicts, and Crafton Tull will pothole existing utilities as needed to verify exact horizontal and vertical location, pipe size, diameter, and material. Final survey will include any supplemental information that is needed to complete the PS&E package that was not captured during the initial survey.

2.3 Environmental Permitting

Crafton Tull will conduct all necessary environmental studies to identify any environmental constraints or permitting requirements for the proposed project. Crafton Tull will be responsible for preparing all required environmental documents and permit applications and will coordinate the authorization and approval of the proposed project by the appropriate environmental regulatory agencies. This includes, but may not limited be to, a wetland delineation along the project corridor and at the McKisic Creek crossing, and coordination of the Section 404 permit with the U.S. Army Corps of Engineers (USACE). The environmental permitting, as needed, will be prepared in line with the proposed construction schedule. This task will provide up to the limits of a nationwide permit with the USACE, if necessary.

Task 2 Deliverables:

- Draft Survey in AutoCAD format
- Final Survey in AutoCAD format
- Environmental permits and documentation

3 TRAFFIC ANALYSIS

3.1 Traffic Counts

Toole Design will collect and review and evaluate traffic counts and data. The field survey will confirm existing lane configurations and widths and provide Toole Design with base files for design.

The following existing data will be collected to inform lane configurations along the corridor and at intersections:

- Turning movement counts (weekday/school year AM and PM peak hours) at the intersection of SW 8th Street and SW I Street (including pedestrian and bicyclist volumes). This will allow for review of turning movement conflicts, bikeway connectivity requirements, and intersection controls.

- Tube counts at each end of the corridor on Town Vu Rd and SW 8th St and the crossing location at SW Tater Black Rd.

3.2 Draft and Final Traffic Memoranda

Toole Design will analyze the data collected and verify that the proposed design, intersection improvements, and overall corridor configuration fits with the traffic data and model. A draft memo will be developed to summarize findings. Toole Design will review the draft traffic memo with the City. All comments and revisions will be included in an updated final memo to be included in the design package.

It is not expected that a traffic model to analyze metrics such as level of service, delay, and queueing will be required for this project and is not included in this Scope.

Task 3 Deliverables:

- Traffic count data
- Draft traffic analysis memo in PDF format
- Final traffic analysis memo in PDF format

4 DESIGN PLAN DEVELOPMENT

4.1 Concept Design and Selection

Toole Design will develop a concept drawing of the full corridor for Project 3. A roll-plot will be provided and will be vetted in a collaborative meeting with key City staff. The corridor design and selection subtask will focus on developing preliminary drawings to ensure that bikeway facility types and transitions between types are vetted by Toole Design and City staff.

Toole Design will conduct internal workshops to discuss key project considerations, including but not limited to safety, user comfort, overall design principles, quality control protocols, schedule, and deliverables that will be paramount to developing corridor concepts and final construction documents for Project 3. Workshops will vet alignments and bikeway facility types before final design is initiated.

4.2 Design Plan Development

Toole Design will develop a PS&E package for the corridor. Based on the detailed topographic survey information provided by the City and supplemented by Crafton Tull. The survey will include detailed ground elevations, curb data, drainage, utilities, edge of pavement data, City-provided aerial photography, and City-provided traffic signal record information.

The design will include the following:

- Proposed bikeway pavement markings with vertical delineation (where protected bikeways are provided).
- Restriping of streets with on-street parking lanes and motor vehicle travel lanes.
- Proposed signing to include bikeway signs, wayfinding signs, and parking signs.
- Intersection improvements including pavement marking, signing, truck aprons, and curb extensions with vertical delineation (flex posts, K71s, or sectional curbs) where appropriate to support the proposed bikeway or paved trail.
- Grading, drainage, utility, and roadway design including retrofit or relocation of existing facilities.
- Detailed curb tie and alignment control plans for complex locations as needed

- Based on these design parameters, the PS&E package is expected to contain the following sheets assuming signing and pavement marking removals will be combined with the proposed signing and markings on the same sheets:
 - » Cover sheet;
 - » General Notes, Abbreviations, Legend sheets
 - » Roadway Plan and Profile sheets;
 - » Signing and marking plan sheets;
 - » Grading and drainage plan sheets;
 - » Erosion Control plan sheets;
 - » Utility plan sheets;
 - » Details and general notes sheets;
 - » Traffic control sheets;
 - » Traffic signal sheets
 - » Landscape plan sheets; and
 - » Quantity table sheets.

Design Plan Assumptions

1. Any right-of-way acquisition will be handled by the City outside of this scope of work. It is anticipated a majority of the work will be within the existing right-of-way with an allowance for construction easements in some cases.
2. All plans will be submitted on 24" x 36" size plan sheets and will be developed using AutoCAD 2018 and/or AutoCAD Civil 3D 2018. Where geospatial coordinates are provided, they will be provided in Arkansas State Plane, North, in US Survey Feet, using the NAD 83 adjustment.
3. The City will coordinate any reviews or obtain any permits required by ArDOT, or other agencies as needed, for project design and construction. Crafton Tull will coordinate any environmental permits required with the City.
4. Proposed signs and locations will be shown on the plans and existing signs to be removed or replaced will be identified. All existing signs are not anticipated to be shown on the plans. The plans will note that the contractor is responsible for coordinating with utility companies to determine utility conflicts at new sign locations.
5. The City will provide unit costs from existing on-call bid item contracts or recent construction bids in the City for use in the cost estimate.
6. Public involvement tasks are not included in this scope.
7. No significant modifications to the traffic signal poles, signal and pedestrian heads, vehicle detection, sidewalks, or curb ramps are expected outside of the intersection with SW I Street.
8. Design of any transit improvements are not included in this corridor.
9. All project base mapping will be developed using detailed survey data.
10. Toole Design will not provide hard copies of plans or deliverables.
11. No Geotechnical Services will be provided.
12. No Archeological Services will be provided.
13. No Structural Design Services will be provided beyond conceptual design.
14. Design of green infrastructure or other water quality devices are not included in this corridor.
15. No Environmental Services related to flood modeling, producing a Conditional Letter of Map Revision, or Letter of Map Revision will be provided.

Task 4 Deliverables:

- Concept Plans, including
 - » Roll-plot style of full corridor set to aerial background with signing and pavement markings
 - » Concept level cost estimate
- 60% Plans, including:
 - » Cover sheet
 - » Roadway plan and profile sheets
 - » Signing and pavement marking sheets, including a roll-plot style formatted PDF of the signing and pavement marking plan
 - » Preliminary traffic signal layout sheets
 - » Preliminary grading and drainage plans
 - » Preliminary utility plan sheets
 - » Relevant roadway modifications noted on plan and profile sheets
 - » Initial estimate of probable construction cost
 - » Outline specifications
 - » Revised roll-plot style formatted PDF of the roadway plan with signing and pavement markings
- 90% Plans, including all sheets in the ultimate bid-ready plan set such as:
 - » 60% comment log and resolution
 - » Cover sheet
 - » General notes, abbreviations, legend sheets
 - » Summary of approximate quantities sheets
 - » Roadway plan and profile sheets
 - » Signing and marking plan sheets
 - » Grading and drainage plan sheets
 - » Erosion control plan sheets
 - » Details and general notes sheets
 - » Traffic control sheets (ARDOT Standard Details)
 - » Traffic signal sheets
 - » Landscape plans
 - » Quantity table sheets
 - » Detail sheets by design sheet group, as needed for constructability
 - » The 90% submittal will include all quantities, specifications, and the estimate of probable construction costs based on City bid items. The 90% plan set will not be sealed by a Professional Engineer.
 - » 90% comment log and resolution
- 100% PS&E package, including sealed plans, specifications, and an estimate of probable construction costs. The 100% plans will be sealed by a Professional Engineer licensed in the state of Arkansas.

5 PUBLIC MEETING

Toole Design will prepare for and facilitate an open house public meeting to present the final design of Project 3. The meeting will be informative without directly requesting public input, as the design will have been finalized. Meeting content will be comprised of roll-plot drawings and cross sections that have been "colorized" to clearly communicate project intent.

Task 5 Deliverables:

- Preparation for and facilitation of one (1) open house public meeting
- "Colorized" roll-plot of corridor and cross sections suitable for public viewing

6 BID PACKAGE

6.1 Draft Bid Package

Upon completion of the 100% PS&E package, Toole Design will compile and develop a full construction bid package for the City of Bentonville. The City will provide Toole Design with a preferred template and contract language for the documents. The City and other agencies will have two (2) weeks to review the draft bid package and provide a single set of consolidated comments.

6.2 Final Bid Package

Toole Design will have up to two (2) weeks to address comments provided by the City to develop a final bid package for construction advertising.

Task 6 Deliverables:

- Draft Bid Package, including:
 - » Construction bid documents
 - » Project special provisions and technical specifications
 - » Contract forms
 - » Construction drawings
- Final Bid Package

PROJECT 3 SCHEDULE

A preliminary project schedule is shown below. As noted, the start date for the 60% plan development is contingent on receiving City approval on concept corridor plan and traffic analysis. Any substantive changes to the project plan may impact the project schedule.

Tasks	Weeks																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1 - Project Management																														
Ongoing Project Management																														
2 - Data Collection																														
Survey																														
Final Survey																														
Environmental Permitting																														
3 - Traffic Analysis																														
Traffic Counts and Draft Memo																														
Final Memo																														
4 - Design Plan Development																														
Concept Plan Development																														
Concept Plan Review																														
Concept Plan Comment Resolution																														
60% Plan Development*																														
60% Plan Review																														
60% Plan Comment Resolution																														
Public Engagement**																														
90% Plan Development																														
90% Plan Review																														
90% Plan Comment Resolution																														
100% Plan Development																														
5 - Structural Design Services																														
6 - Public Meeting																														
Public Meeting																														
7 - Bid Package																														
Bid Package Development																														

* 60% Plan Development start date is contingent on receiving City approval on concept roll-plot

** Substantive changes to the project plan may impact the project schedule

PROJECT 3 LUMP SUM FEE

The total lump sum fee for Project 3 is \$483,000.00, including labor, overhead, profit, and expenses.

Task	Lump Sum Fee
1. Project Management	\$19,000.00
2. Data Collection (Survey and Environmental Permitting)	\$165,000.00
3. Traffic Analysis	\$13,000.00
4. Design Plan Development	\$268,500.00
5. Public Meeting	\$9,500.00
6. Bid Package	\$8,000.00
TOTAL	\$483,000.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TOOLE DESIGN GROUP FOR THE REDESIGN OF A PORTION OF 8TH STREET AND THE COMPLETE DESIGN OF THREE ADDITIONAL STREET PROJECTS IN THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Professional Services Agreement with the Toole Design Group for the redesign of a portion of 8th Street and the complete design of three (3) additional street projects in the City of Bentonville, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an amendment with Burns and McDonnell for the redesign of a portion of 8th street from SW "I" to SE "J".

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Engineer
Date: Tuesday, October 01, 2019
Re: 8th Street – Burns & McDonnell Amendment #6

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amendment with Burns and McDonnell for the redesign of 8th from SW “I” to SE “J”.

These design features will include more of a complete street design with a concentration on all of the modes of transportation (vehicle, bicycle, and pedestrians). This amendment will allow Burns and McDonnell to work in partnership with Toole Design Group to complete this design and bid documents.

Current Agreement amount:	\$7,073,003.85
Amount of Amendment #6:	\$ 350,037.25
Revised Agreement amount:	\$7,423,041.10

Grant will pay for the entire amount of Amendment #6, and there will be no City funds required.

Thank you for your consideration of this request.

Supplemental Agreement No. 6
Job No. 090218
FAP. No. HHP2-3314(1)
Hwy. 62/102 Intchg. & 8th Street Impvts. (Bentonville) P.E.

Date: _____

WHEREAS, the City of Bentonville, Arkansas and Burns & McDonnell Engineering Company, Inc. entered into an Agreement for Engineering Services on September 25, 2007; and,

WHEREAS, representatives of the City of Bentonville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.2) is increased from \$7,073,003.85 to \$7,423,041.10.
- 2) The "Title I Services Ceiling Price" (Section 1.12) is increased from \$5,501,676.28 to \$5,851,713.53.
- 3) The "Title II Services Ceiling Price" (Section 1.15) remains unchanged at \$1,571,327.57.
- 4) The fixed fee (Section 3.4) is increased from \$252,574.29 to \$284,342.27.
- 5) The following salary ranges in Section 3.2.1 SCHEDULE OF SALARY RANGES will be modified as follows:

Project Manager/Associate	\$43.00/hr - \$75.00/hr
GIS/CADD Technician	\$22.00/hr - \$40.00/hr
Administrative Support	\$15.00/hr - \$40.00/hr
- 6) See Attachment A-3 for modifications to the scope of work.
- 7) The Completion Date (Section 17.1) for Title I Services shall be established as July 31, 2020.
- 8) See Attachments B-1 and B-2 for modifications to Appendix A - Justification of fees and costs

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 6, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

CITY OF BENTONVILLE, ARK.

BY: _____
Michael S. Debacker, P.E.
General Manager

BY: _____
Mayor Stephanie Orman

Attachment A-3

SUPPLEMENTAL AGREEMENT 6

SCOPE OF WORK

AHTD Job No. 090218

FAP Job No. HHP2-3314(1)

Benton County

I. ADDITIONAL SCOPE OF WORK

The City of Bentonville (City), in cooperation with the Arkansas Department of Transportation (ArDOT), formerly known as the Arkansas State Highway and Transportation Department (AHTD), and the Federal Highway Administration (FHWA), is proposing to design the 8th Street Improvements Project in Benton County, Arkansas as Job No. 090218. The job is divided into two construction projects: Job No. 090376 consisting primarily of 8th Street improvements from Moberly Lane to I-49 and a new interchange at 8th Street and I-49 and Job No. 090377 consisting of improvements along 8th Street from SW I Street to Moberly Lane. The design and engineering services for both Jobs 090376 and 090377 are included under Job 090218.

Title I and II services for Job No. 090376 are now complete. Title I services for Job No. 090377, with the exception of bidding phase services, are also completed. At this time, the City desires to redesign a portion of Job No. 090376, specifically that portion from SW I-Street to SE J-Street. The City is hiring Toole Design Group to study and make recommendations for improved bicycle and pedestrian accommodations within these limits of the project. As such, the scope of work will be modified as follows:

7. ADDITIONAL INFORMATION & TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT.

1. Provide information and assistance to the City and Toole Design Group through the study and recommendations phase of the project (assumed 8 week period of time).
 - a. Information shared will be previous design and survey information already prepared by and in the possession of the Consultant.
 - b. Participate in weekly coordination meetings
2. Incorporate Toole Design Group recommendations into the project construction drawings.
 - a. Revise Typical Sections
 - b. Revise Plan & Profile Sheets
 - c. Create and/or update Intersection Grading Details
 - d. Perform roadway modeling updates
 - e. Update Cross Section Sheets
 - f. Reexamine Roadside Design criteria for proper clear zone from roadway and/or bike/ped facilities
 - g. Redesign traffic signals to accommodate bike/ped facilities and movements
 - h. Revise signage and striping plans
 - i. Update Erosion Control Plans as required
 - j. Update Maintenance of Traffic Plans as required
 - k. Analyze impacts to storm sewer system and update design and plans accordingly.

- l. Prepare a Final Drainage Report reflecting final design
 - m. Update project quantities and opinion of probable construction cost
 - n. Update miscellaneous sheets, details, and specifications as required for a cohesive construction package.
 - o. Prepare and submit 60%, 90%, and Final Construction Plans for review by the City of Bentonville.
 - p. Perform a 13-Point Review, Complete 13-point checklist, and submit letter to ArDOT.
- 3. Prepare updated Bid and Contract Documents
- 4. Provide Project Management for the additional 28 weeks of schedule extension.

13. ADDITIONAL DELIVERABLES

- 1. 60% Redesign Plans with cost estimate, submitted for review by City
- 2. 90% Redesign Plans with cost estimate, submitted for review by City
- 3. Final Construction Plans with cost estimate
- 4. Contract Documents to include bid documents and construction specifications
- 5. 13-Point Review Checklist
- 6. Final Drainage Report

City of Bentonville
 Benton County/ 8th Street Improvements
 Burns & McDonnell Engineering Company
 August 18, 2019



Attachment B-1

Recapitulation of Fee Estimate - Supplemental Agreement No. 6 (Title I Services)

SALARY COSTS

Classification	Total Man Hours	Current Rate	Direct Salary Cost
Project Manager	330	\$ 60.00	\$ 19,800.00
Senior Engineer	147	\$ 55.00	\$ 8,057.50
Staff Engineer	1113	\$ 40.00	\$ 44,500.00
CADD Technician	769	\$ 30.00	\$ 23,070.00
Administrative Assistant	104	\$ 35.00	\$ 3,640.00

Total Hours	2462		
Salary Costs		\$	99,067.50

No Escalation		\$	-
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Total Direct Salary		\$	99,067.50
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Overhead Rate	220.67%		
Overhead		\$	218,612.25

Total Direct Labor and Overhead		\$	317,679.75
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Fixed Fee		\$	31,767.98
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Direct Expenses	Rate	No. of Units	
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Mileage			\$ 290.00
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Printing	See Attached		\$ 299.52
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Total Direct Expenses		\$	589.52
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Burns & McDonnell Base Fee		\$	350,037.25
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Subconsultant Fees

NA		\$	-
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Total Subcontant Fees		\$	-
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TOTAL ESTIMATE OF MAXIMUM FEE		\$	350,037.25
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[illegible]

Project Name	Project ID	Project Type	Project Status	Project Manager	Project Start Date	Project End Date	Project Budget	Project Actual Cost	Project Profit	Project ROI	Project Risk	Project Complexity	Project Scale	Project Location	Project Duration	Project Team Size	Project Client	Project Description	Financial Performance															
																			Revenue	Cost	Profit	ROI	Revenue	Cost	Profit	ROI	Revenue	Cost	Profit	ROI	Revenue	Cost	Profit	ROI
Project A	1001	Software Development	Completed	John Doe	2023-01-01	2023-03-31	\$1,000,000	\$800,000	\$200,000	20%	Low	Medium	Small	USA	3 Months	10	ABC Corp	Develop new software for ABC Corp.	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%
Project B	1002	Hardware Development	In Progress	Jane Smith	2023-02-01	2023-05-31	\$1,200,000	\$900,000	\$300,000	25%	Medium	High	Medium	USA	4 Months	15	DEF Corp	Develop new hardware for DEF Corp.	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%
Project C	1003	Cloud Migration	Completed	Mike Johnson	2023-03-01	2023-06-30	\$800,000	\$600,000	\$200,000	25%	Low	Medium	Small	USA	4 Months	8	GHI Corp	Migrate cloud infrastructure for GHI Corp.	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%
Project D	1004	Mobile App Development	In Progress	Sarah Lee	2023-04-01	2023-07-31	\$900,000	\$700,000	\$200,000	22%	Medium	Medium	Small	USA	4 Months	12	JKL Corp	Develop new mobile app for JKL Corp.	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%
Project E	1005	Web Development	Completed	David Brown	2023-05-01	2023-08-31	\$700,000	\$500,000	\$200,000	28%	Low	Medium	Small	USA	4 Months	6	MNO Corp	Develop new website for MNO Corp.	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%
Project F	1006	System Integration	In Progress	Emily White	2023-06-01	2023-09-30	\$1,100,000	\$850,000	\$250,000	22%	Medium	High	Medium	USA	4 Months	14	PQR Corp	Integrate systems for PQR Corp.	\$1,100,000	\$850,000	\$250,000	22%	\$1,100,000	\$850,000	\$250,000	22%	\$1,100,000	\$850,000	\$250,000	22%	\$1,100,000	\$850,000	\$250,000	22%
Project G	1007	Database Migration	Completed	Chris Green	2023-07-01	2023-10-31	\$600,000	\$400,000	\$200,000	33%	Low	Medium	Small	USA	4 Months	5	STU Corp	Migrate database for STU Corp.	\$600,000	\$400,000	\$200,000	33%	\$600,000	\$400,000	\$200,000	33%	\$600,000	\$400,000	\$200,000	33%	\$600,000	\$400,000	\$200,000	33%
Project H	1008	API Development	In Progress	Alex Black	2023-08-01	2023-11-30	\$850,000	\$650,000	\$200,000	23%	Medium	Medium	Small	USA	4 Months	11	VWX Corp	Develop new API for VWX Corp.	\$850,000	\$650,000	\$200,000	23%	\$850,000	\$650,000	\$200,000	23%	\$850,000	\$650,000	\$200,000	23%	\$850,000	\$650,000	\$200,000	23%
Project I	1009	UI/UX Design	Completed	Olivia Grey	2023-09-01	2023-12-31	\$500,000	\$300,000	\$200,000	40%	Low	Medium	Small	USA	4 Months	4	YZA Corp	Design UI/UX for YZA Corp.	\$500,000	\$300,000	\$200,000	40%	\$500,000	\$300,000	\$200,000	40%	\$500,000	\$300,000	\$200,000	40%	\$500,000	\$300,000	\$200,000	40%
Project J	1010	Security Audit	In Progress	Benjamin Blue	2023-10-01	2024-01-31	\$750,000	\$550,000	\$200,000	26%	Medium	Medium	Small	USA	4 Months	7	BCD Corp	Conduct security audit for BCD Corp.	\$750,000	\$550,000	\$200,000	26%	\$750,000	\$550,000	\$200,000	26%	\$750,000	\$550,000	\$200,000	26%	\$750,000	\$550,000	\$200,000	26%
Project K	1011	Data Analytics Platform	Completed	Grace Pink	2023-11-01	2024-02-28	\$950,000	\$700,000	\$250,000	26%	Medium	High	Medium	USA	4 Months	13	EFG Corp	Develop data analytics platform for EFG Corp.	\$950,000	\$700,000	\$250,000	26%	\$950,000	\$700,000	\$250,000	26%	\$950,000	\$700,000	\$250,000	26%	\$950,000	\$700,000	\$250,000	26%
Project L	1012	Blockchain Integration	In Progress	Henry Yellow	2023-12-01	2024-03-31	\$1,050,000	\$800,000	\$250,000	23%	High	High	Medium	USA	4 Months	16	HIJ Corp	Integrate blockchain for HIJ Corp.	\$1,050,000	\$800,000	\$250,000	23%	\$1,050,000	\$800,000	\$250,000	23%	\$1,050,000	\$800,000	\$250,000	23%	\$1,050,000	\$800,000	\$250,000	23%
Project M	1013	IoT Device Development	Completed	Ivy Purple	2024-01-01	2024-04-30	\$800,000	\$600,000	\$200,000	25%	Medium	Medium	Small	USA	4 Months	9	KLM Corp	Develop IoT device for KLM Corp.	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%	\$800,000	\$600,000	\$200,000	25%
Project N	1014	AI Model Training	In Progress	Jack Orange	2024-02-01	2024-05-31	\$1,150,000	\$900,000	\$250,000	21%	High	High	Medium	USA	4 Months	17	NOP Corp	Train AI model for NOP Corp.	\$1,150,000	\$900,000	\$250,000	21%	\$1,150,000	\$900,000	\$250,000	21%	\$1,150,000	\$900,000	\$250,000	21%	\$1,150,000	\$900,000	\$250,000	21%
Project O	1015	VR Experience Development	Completed	Karen Green	2024-03-01	2024-06-30	\$900,000	\$700,000	\$200,000	22%	Medium	Medium	Small	USA	4 Months	11	QRS Corp	Develop VR experience for QRS Corp.	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%
Project P	1016	AR Application Development	In Progress	Leo Blue	2024-04-01	2024-07-31	\$1,000,000	\$750,000	\$250,000	25%	Medium	Medium	Small	USA	4 Months	12	TUV Corp	Develop AR application for TUV Corp.	\$1,000,000	\$750,000	\$250,000	25%	\$1,000,000	\$750,000	\$250,000	25%	\$1,000,000	\$750,000	\$250,000	25%	\$1,000,000	\$750,000	\$250,000	25%
Project Q	1017	Quantum Computing Research	Completed	Mia Yellow	2024-05-01	2024-08-31	\$1,200,000	\$900,000	\$300,000	25%	High	High	Medium	USA	4 Months	18	WXY Corp	Research quantum computing for WXY Corp.	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%	\$1,200,000	\$900,000	\$300,000	25%
Project R	1018	Space Exploration Mission	In Progress	Noah Purple	2024-06-01	2024-09-30	\$1,300,000	\$1,000,000	\$300,000	23%	Very High	Very High	Medium	USA	4 Months	20	ZAB Corp	Plan space exploration mission for ZAB Corp.	\$1,300,000	\$1,000,000	\$300,000	23%	\$1,300,000	\$1,000,000	\$300,000	23%	\$1,300,000	\$1,000,000	\$300,000	23%	\$1,300,000	\$1,000,000	\$300,000	23%
Project S	1019	Autonomous Vehicle Development	Completed	Olivia Orange	2024-07-01	2024-10-31	\$1,400,000	\$1,100,000	\$300,000	21%	Very High	Very High	Medium	USA	4 Months	22	CCD Corp	Develop autonomous vehicle for CCD Corp.	\$1,400,000	\$1,100,000	\$300,000	21%	\$1,400,000	\$1,100,000	\$300,000	21%	\$1,400,000	\$1,100,000	\$300,000	21%	\$1,400,000	\$1,100,000	\$300,000	21%
Project T	1020	Biotechnology Research	In Progress	Peter Green	2024-08-01	2024-11-30	\$1,500,000	\$1,200,000	\$300,000	20%	Very High	Very High	Medium	USA	4 Months	24	EEE Corp	Conduct biotechnology research for EEE Corp.	\$1,500,000	\$1,200,000	\$300,000	20%	\$1,500,000	\$1,200,000	\$300,000	20%	\$1,500,000	\$1,200,000	\$300,000	20%	\$1,500,000	\$1,200,000	\$300,000	20%
Project U	1021	Artificial Intelligence Ethics	Completed	Quinn Blue	2024-09-01	2024-12-31	\$700,000	\$500,000	\$200,000	28%	Low	Medium	Small	USA	4 Months	6	FFF Corp	Develop AI ethics framework for FFF Corp.	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%	\$700,000	\$500,000	\$200,000	28%
Project V	1022	Space Colonization Planning	In Progress	Ryan Yellow	2024-10-01	2025-03-31	\$1,600,000	\$1,300,000	\$300,000	18%	Very High	Very High	Medium	USA	6 Months	26	GGG Corp	Plan space colonization for GGG Corp.	\$1,600,000	\$1,300,000	\$300,000	18%	\$1,600,000	\$1,300,000	\$300,000	18%	\$1,600,000	\$1,300,000	\$300,000	18%	\$1,600,000	\$1,300,000	\$300,000	18%
Project W	1023	Next-Gen Computing Architecture	Completed	Sarah Purple	2024-11-01	2025-02-28	\$1,700,000	\$1,400,000	\$300,000	17%	Very High	Very High	Medium	USA	6 Months	28	HHH Corp	Design next-gen computing architecture for HHH Corp.	\$1,700,000	\$1,400,000	\$300,000	17%	\$1,700,000	\$1,400,000	\$300,000	17%	\$1,700,000	\$1,400,000	\$300,000	17%	\$1,700,000	\$1,400,000	\$300,000	17%
Project X	1024	Advanced Robotics Development	In Progress	Tim Orange	2024-12-01	2025-05-31	\$1,800,000	\$1,500,000	\$300,000	16%	Very High	Very High	Medium	USA	6 Months	30	III Corp	Develop advanced robotics for III Corp.	\$1,800,000	\$1,500,000	\$300,000	16%	\$1,800,000	\$1,500,000	\$300,000	16%	\$1,800,000	\$1,500,000	\$300,000	16%	\$1,800,000	\$1,500,000	\$300,000	16%
Project Y	1025	Quantum Cryptography Research	Completed	Uma Green	2025-01-01	2025-04-30	\$900,000	\$700,000	\$200,000	22%	Medium	Medium	Small	USA	4 Months	10	JJJ Corp	Research quantum cryptography for JJJ Corp.	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%	\$900,000	\$700,000	\$200,000	22%
Project Z	1026	Space-based Solar Power	In Progress	Victor Blue	2025-02-01	2025-07-31	\$1,900,000	\$1,600,000	\$300,000	15%	Very High	Very High	Medium	USA	6 Months	32	KKK Corp	Develop space-based solar power for KKK Corp.	\$1,900,000	\$1,600,000	\$300,000	15%	\$1,900,000	\$1,600,000	\$300,000	15%	\$1,900,000	\$1,600,000	\$300,000	15%	\$1,900,000	\$1,600,000	\$300,000	15%
Project AA	1027	AI-Powered Healthcare Solutions	Completed	Wendy Yellow	2025-03-01	2025-06-30	\$1,000,000	\$800,000	\$200,000	20%	Medium	Medium	Small	USA	4 Months	14	LLL Corp	Develop AI-powered healthcare solutions for LLL Corp.	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%	\$1,000,000	\$800,000	\$200,000	20%
Project AB	1028	Advanced Manufacturing Techniques	In Progress	Xavier Purple	2025-04-01	2025-09-30	\$1,100,000	\$900,000	\$200,000	18%	Medium	Medium	Small	USA	6 Months	16	MMM Corp	Develop advanced manufacturing techniques for MMM Corp.	\$1,100,000	\$900,000	\$200,000	18%	\$1,100,000	\$900,000	\$200,000	18%	\$1,100,000	\$900,000	\$200,000	18%	\$1,100,000	\$900,000	\$200,000	18%
Project AC	1029	Space-based Internet Constellation	Completed	Yvonne Orange	2025-05-01	2025-08-31	\$1,200,000	\$1,000,000	\$200,000	16%	Very High	Very High	Medium	USA	6 Months	18	NNN Corp	Develop space-based internet constellation for NNN Corp.	\$1,200,000	\$1,000,000	\$200,000	16%	\$1,200,000	\$1,000,000	\$200,000	16%	\$1,200,000	\$1,000,000	\$200,000	16%	\$1,200,000	\$1,000,000	\$200,000	16%
Project AD	1030	AI-Driven Financial Services	In Progress	Zoe Green	2025-06-01	2025-11-30	\$1,300,000	\$1,100,000	\$200,000	15%	Medium	Medium	Small	USA	6 Months	20	OOO Corp	Develop AI-driven financial services for OOO Corp.	\$1,300,000	\$1,100,000	\$200,000	15%	\$1,300,000	\$1,100,000	\$200,000	15%	\$1,300,000	\$1,100,000	\$200,000	15%	\$1,300,000	\$1,100,000	\$200,000	15%
Project AE	1031	Next-Gen Aerospace Vehicles	Completed	Adam Blue	2025-07-01	2025-12-31	\$1,400,000	\$1,200,000	\$200,000	14%	Very High	Very High	Medium	USA	6 Months	22	PPP Corp	Develop next-gen aerospace vehicles for PPP Corp.	\$1,400,000	\$1,200,000	\$200,000	14%	\$1,400,000	\$1,200,000	\$200,000	14%	\$1,400,000	\$1,200,000	\$200,000	14%	\$1,400,000	\$1,200,000	\$200,000	14%
Project AF	1032	Advanced Materials Research	In Progress	Alice Yellow	2025-08-01	2026-01-31	\$1,500,000	\$1,300,000	\$200,000	13%	Medium	Medium	Small	USA	6 Months	24	QQQ Corp	Conduct advanced materials research for QQQ Corp.	\$1,500,000	\$1,300,000	\$200,000	13%	\$1,500,000	\$1,300,000	\$200,000	13%	\$1,500,000	\$1,300,000	\$200,000	13%	\$1,500,000	\$1,300,000	\$200,000	13%
Project AG	1033	Space-based Manufacturing	Completed	Bob Purple	2025-09-01	2026-02-28	\$1,600,000	\$1,400,000	\$200,000	12%	Very High	Very High	Medium	USA	6 Months	26	RRR Corp	Develop space-based manufacturing for RRR Corp.	\$1,600,000	\$1,400,000	\$200,000	12%	\$1,600,000	\$1,400,000	\$200,000	12%	\$1,600,000	\$1,400,000	\$200,000	12%	\$1,600,000	\$1,400,000	\$200,000	12%
Project AH	1034	AI-Powered Environmental Monitoring	In Progress	Charlie Orange	2025-10-01	2026-03-31	\$1,700,000	\$1,500,000	\$200,000	11%	Medium	Medium	Small	USA	6 Months	28	SSS Corp	Develop AI-powered environmental monitoring for SSS Corp.	\$1,700,000	\$1,500,000	\$200,000	11%	\$1,700,000	\$1,500,000	\$200,000	11%	\$1,700,000	\$1,500,000	\$200,000	11%	\$1,700,000	\$1,50		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO SUPPLEMENTAL
AGREEMENT NUMBER 6 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
BURNS AND MCDONNELL ENGINEERING COMPANY,
INC. RELATED TO THE 8TH STREET PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into
Supplemental Agreement #6 for professional services with Burns and McDonnell Engineering
Company, Inc. for additional services and scope of work on the 8th Street Project in the City of
Bentonville.

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

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-57
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

Bid Award to Lights by Sparky in the amount of \$35,677.59 for square light installation.

COST TO CITY:

Cost of this Request: \$35,678

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: Crant Osborne, Parks Operations Manager
Date: September 26, 2019
Re: Bid award IFB-19-57 in the amount of \$35,677.59 to Lights by Sparky to install lights on downtown buildings.

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-19-57 to Lights by Sparky to install lights on downtown buildings.

We received three bids to replace the existing "Christmas"/building lights downtown. One bid was from Christmas Décor in the amount of \$45,255.80 and two bids from Lights by Sparky. Lights by Sparky gave two bids one for \$35,677.59 and one for \$42,728.02. Council approved the \$42,728.02 expenditure on September 24th, 2019 because staff felt the enclosed lighting option would be better on the information we had at the time. After council's approval, staff received samples of both options that were bid. After reviewing both samples, staff now believes the open track system will be the best option. The enclosed option may trap water and the cover may cloud and not hold up to the elements long term. The open track system is much smaller thus making it an easier installation and less conspicuous during the daytime when they are not burning. The LED lighting and components is the same. The main difference is the track that holds the wiring and lights.

We currently have incandescent C-9 lights that were not professionally installed. The wiring is deteriorating as well as the sockets for the lights. We have to change the bulbs twice a year to keep them burning. We are proposing to install new LED lighting in a track system, professionally installed that will have tight, straighter lines and will not require us to change the bulbs.

The City will be reimbursed 100% from the cost of the project. The funding is providing by the Bentonville Advertising and Promotions Commission. Please see attached budget adjustment request showing revenues to meet the expenses for this project.

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

Attachments:

Bid Tabulation



BID TABULATION:
TRACK LIGHTING FOR THE DOWNTOWN BENTONVILLE SQUARE
IFB-19-57
BID OPENING:
AUGUST 30, 2019
at 2:00 P.M

BIDDER NAME	Product Bid	5% BID GUARANTEE	BID COMPLETE	TOTAL BID PRICE
Lights by Sparky	BLEE Christmas Designers (Track)	X	X	\$35,677.59
Lights by Sparky	INCEPTION - GEN 3 (Track)	X	X	\$42,728.02
Christmas Décor of NWA	Permalites 365 by Minleon	X	X	\$45,255.80