



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 14, 2020 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: December 10, 2019**

AGENDA

1. Planning:
 - 1a. **Ordinance accepting a lot split of Lots 205-206 of Original Town of Bentonville, Roberts, 804 N Main Street, R-1, Single Family Residential.**

(Pages 10-12)

The Planning Commission voted 6-0, recommending approval.

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot to meet the requirements of the Master Street Plan.
 - 1b. **Ordinance accepting a lot split of Lot 22 of Corley's Addition, Staten, 707 SW 2nd Street, R-1, Single Family Residential.**

(Pages 13-15)

The Planning Commission voted 6-0, recommending approval.

A lot split of the west half of Lot 2 of Corley's Addition, creating new Lot 22 (+/- 0.38 acres). The plat dedicates a 15-foot utility easement along the front of the lot, as well as right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan.
 - 1c. **Ordinance accepting a lot split of Lots 5-6 of Riverwalk Farms Commercial Subdivision Phase I, Bentonville BOS, LLC, 3600 SW Regional Airport Boulevard, PUD, Planned Unit Development.**

(Pages 16-18)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 4 of Riverwalk Farms Commercial Subdivision, Phase I, creating Lot 5 (+/- 2.72 acres) and Lot 6 (+/- 3.89 acres). The plat dedicates a 20-foot utility easement on Lot 6 along SW Morningstar Road.

- 1d. **Ordinance accepting a property line adjustment of Lot 31, Block 3 of Clark's 2nd Addition, 216 SW C Street, LLC , 216 SW C Street, R-1, Single Family Residential.**

(Pages 19-22)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 21 and part of Lot 22, Block 3 of Clark's 2nd Addition, creating new Lot 31, Block 3 (+/- 0.51 acres). The plat dedicates a 15-foot utility easement along both SW 3rd Street and SW C Street. In addition, the plat dedicates right-of-way along SW 3rd Street and SW C Street to meet the requirements of the Master Street Plan.

- 1e. **Ordinance accepting a property line adjustment of Lots 1-3 of Homestead Addition, NWA Trailblazers , 2702 NW 3rd Street, R-1, Single Family Residential, A-1, Agricultural, and C-1, Neighborhood Commercial.**

(Pages 23-35)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 1 of Torrell Creek Addition, Lot 2 of Stanberry Subdivision, Lot 23 of The Bluffs Subdivision, Phase I, Lot 45 of Angel Falls North, Lot 2 of Mahan Subdivision, and Lot 1 of Peach Hollow Subdivision, creating new Lots 1-3 of Homestead Addition. The plat dedicates multiple utility easements of varying widths across the subdivision. Additional right-of-way is also being dedicated with this plat along NW 3rd Street, Punkin Hollow Road, and Peach Orchard Road to meet the requirements of the Master Street Plan. New Lot 1 will be +/- 275.28 acres, new Lot 2 will be +/- 8.04 acres, and new Lot 3 will be +/- 12.71 acres.

- 1f. **Ordinance changing real estate from Expired PRD, Planned Residential Development to Planned Residential Development, Black Apple Springs, LLC, 909 NW C Street.**

(Pages 36-46)

The Planning Commission voted 6-0, recommending approval.

A rezoning of 909 NW C Street from an expired Planned Residential Development (PRD) to a new PRD. The Future Land Use Plan designates this property as Medium Density Residential. These areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan.

2. Resolution accepting right-of-way dedication for Lot 2, Block O of Orchard Addition at 507 SE E Street. Right-of-way dedication was needed due to necessary sidewalk and improvements as required by Article 1100, Section

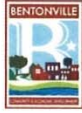
1100.15 and Section 1100.16 of the Land Development Code. This dedication is in association with a Large Scale Development. **(Pages 47-54)**

3. Public hearing and ordinance vacating a Street Right of Way located in W.A. Burk's Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 55-57)**
4. Public hearing and ordinance vacating a utility easement requested for Lots 11-12 of Griffin Addition Phase 2 to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 58-61)**
5. Public hearing and ordinance vacating an access easement requested for Lots 11-12 of Griffin Addition Phase 2, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 62-65)**
6. Public hearing and ordinance vacating an access easement requested for Lot 11 of Griffin Addition Phase 2, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 66-69)**
7. A resolution setting a public hearing for January 28, 2020 for an Alley ROW Vacation at 407 SW C Street of Scoggan Subdivision. **(Pages 70-73)**
8. A resolution setting a public hearing for January 28, 2020 for a Utility and Drainage Easement Vacation requested for Lot 1 of Williamsburg Heights (2301 NE Cobblestone Ln). **(Pages 74-76)**
9. Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver, LLC, for additional design items and construction phase services related to the NW 3rd St & Walton Blvd Intersection Improvements project. **(Pages 77-86)**
10. Resolution authorizing the Mayor and City Clerk to enter into a Service Agreement for professional services agreement with Meshek & Associates, LLC for the East Central Avenue and East Battlefield Blvd Drainage Analysis for an amount not to exceed \$31,800.00 plus reimbursable expenses. **(Pages 87-98)**
11. Resolution authorizing the Mayor and City Clerk to enter into a Service Agreement for professional services agreement with Meshek & Associates, LLC for the Water Tower Road and SE 8th Street Drainage Analysis for an amount not to exceed \$28,650.00 plus reimbursable expenses. **(Pages 99-112)**
- 12a. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associated, LTD for Bentonville City-Wide Master Drainage Analysis. Budget will be requested as each phase is presented for approval. The total cost for the scope of work in the MSA is projected to be \$800,000.00. **(Pages 113-124)**
- 12b. Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associated, LTD for Bentonville City-Wide Master Drainage Analysis Phase 1 Work Order for an amount not to exceed \$70,400.00 plus reimbursable expenses. **(Pages 125-130)**

- 12c. Budget adjustment to cover Master Services agreement for the Bentonville City-Wide Master Drainage Analysis Work Order No. 2019-01 for \$70,400.00 plus reimbursable expenses. **(Pages 131-133)**
13. Budget adjustment, in the amount of \$2,000.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for Court mediation program. **(Pages 134-136)**
14. Resolution authorizing the Mayor and City Clerk to enter into a contract with Power System Engineering, Inc. to perform an Electric System Master Plan for \$68,000.00. **(Pages 137-147)**
- 15a. Resolution authorizing the Mayor and City Clerk to enter into a contract with Ampirical to perform a preliminary design for Substation B relocation, Substation E expansion, and transmission line relocation for \$426,352.00. **(Pages 148-158)**
- 15b. Budget adjustment in the amount of \$426,352.00 for Preliminary Scope Documents prepared by Ampirical for the substation improvements and transmission line modifications associated with the Wal-Mart Campus. **(Pages 159-160)**
16. Ordinance establishing fees for 2020 for the Parks and Recreation Department. **(Pages 161-168)**
17. Ordinance requested by Parks and Recreation for City Council approval to Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 169-176)**
18. Ordinance requested by Parks and Recreation for City Council approval to Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 177-183)**
19. Ordinance requested by Parks and Recreation for City Council approval to Arkansas United States Sports Speciality Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 184-190)**
20. Ordinance waiving competitive bid for City Council approval to Eco-Counter, for the purchase of an electronic trail use tracking device in the amount of \$28,905.00. **(Pages 191-197)**
21. Resolution approval requested by Parks and Recreation Department authorizing the Mayor and City Clerk to enter into an agreement with Port, in the amount of \$445,000.00, for the master planning services for the 8th Street Gateway Park. **(Pages 198-213)**
22. Budget adjustment approval by City Council for the Parks and Recreation Department, in the amount of \$19,500.00, to hire Hight Jackson architects for the development of a master plan for the City of Bentonville Animal Services Facility. **(Pages 214-216)**
23. Resolution supporting Bentonville Brewing Company, participation in the Tax Back Program (The Consolidated Incentive Act of 2003, Section 15-4-2706(d). The

City's support of the resolution will have no fiscal impact on the City, but is required by the State of Arkansas as a component of Bentonville Brewing Company participation. **(Pages 217-224)**

24. Resolution declaring five (5) dispatch center consoles as surplus property. The consoles are from our old dispatch center and have since been replaced with new equipment. These consoles are specialized equipment that are best suited for use in a Public Safety Answering Point/9-1-1 Center. Two Arkansas County Dispatch Centers, Lawrence County and Perry County) have expressed an immediate need for the consoles and would each accept 3 and 2 of the consoles respectively. The consoles are all ten plus years old but very serviceable. They are manufactured by Eaton/Wright-Line. Transferring ownership in this manner represents a responsible disposition of property and also saves the city the costs associated with the removal, storage, and proper disposal of items that have a very specific use and limited disposal options. Additionally, this transfer encourages partnerships, supports law enforcement and public safety in Arkansas and provides meaningful assistance to another law enforcement agency that is headquartered in our State. **(Pages 225-226)**



City Council Agenda Items

For City Council Meeting of January 14, 2020

From the December 17, 2019 Planning Commission Meeting

- a. Ordinance accepting a lot split of Lots 205-206 of Original Town of Bentonville, Roberts, 804 North Main Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot to meet the requirements of the Master Street Plan.

- b. Ordinance accepting a lot split of Lot 22 of Corley's Addition, Staten, 707 SW 2nd Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

A lot split of the west half of Lot 2 of Corley's Addition, creating new Lot 22 (+/- 0.38 acres). The plat dedicates a 15-foot utility easement along the front of the lot, as well as right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan.

- c. Ordinance accepting a lot split of Lots 5-6 of Riverwalk Farms Commercial Subdivision Phase I, Bentonville BOS, LLC, 3600 SW Regional Airport Boulevard, PUD, Planned Unit Development.**

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 4 of Riverwalk Farms Commercial Subdivision, Phase I, creating Lot 5 (+/- 2.72 acres) and Lot 6 (+/- 3.89 acres). The plat dedicates a 20-foot utility easement on Lot 6 along SW Morningstar Road.

- d. Ordinance accepting a property line adjustment of Lot 31, Block 3 of Clark's 2nd Addition, 216 SW C Street, LLC, 216 SW C Street, R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 21 and part of Lot 22, Block 3 of Clark's 2nd Addition, creating new Lot 31, Block 3 (+/- 0.51 acres). The plat dedicates a 15-foot utility easement along both SW 3rd Street and SW C Street. In addition, the plat dedicates right-of-way along SW 3rd Street and SW C Street to meet the requirements of the Master Street Plan.

- e. Ordinance accepting a property line adjustment of Lots 1-3 of Homestead Addition, NWA Trailblazers, 2702 NW 3rd Street, R-1, Single Family Residential, A-1, Agricultural, and C-1, Neighborhood Commercial.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 1 of Torrell Creek Addition, Lot 2 of Stanberry Subdivision, Lot 23 of The Bluffs Subdivision, Phase I, Lot 45 of Angel Falls North, Lot 2 of Mahan Subdivision, and Lot 1 of Peach Hollow Subdivision, creating new Lots 1-3 of Homestead Addition. The plat dedicates multiple utility easements of varying widths across the subdivision. Additional right-of-way is also being dedicated with this plat along NW 3rd Street, Punkin Hollow Road, and Peach Orchard Road to meet the requirements of the Master Street Plan. New Lot 1 will be +/- 275.28 acres, new Lot 2 will be +/- 8.04 acres, and new Lot 3 will be +/- 12.71 acres.

- f. Ordinance changing real estate from Expired PRD, Planned Residential Development to Planned Residential Development, Black Apple Springs, LLC, 909 NW C Street.**

The Planning Commission voted 6-0, recommending approval.

A rezoning of 909 NW C Street from an expired Planned Residential Development (PRD) to a new PRD. The Future Land Use Plan designates this property as Medium Density Residential. These areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan.



Consent Agenda Items

For Planning Commission meeting of December 17, 2019

Reviewer: Ali Worley, Planning Technician

- ❖ At the Technical Review meeting held on December 10, 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 205-206 of Original Town of Bentonville, Roberts, 804 N Main Street, R-1, Single Family Residential, LS19-0040

A lot split of Tract 2-A of the Original Town of Bentonville creating new Lot 205 (+/- 0.33 acres) and Lot 206 (+/- 0.14 acres). The plat dedicates a 15-foot utility easement along the front of each lot, as well as additional right-of-way along each lot 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/>)

Lot Split: Lot 22 of Corley's Addition, Staten, 707 SW 2nd Street, R-1, Single Family Residential, LS19-0041

A lot split of the west half of Lot 2 of Corley's Addition, creating new Lot 22 (+/- 0.38 acres). The plat dedicates a 15-foot utility easement along the front of the lot, as well as right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan.

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

Lot Split: Lots 5-6 of Riverwalk Farms Commercial Subdivision, Phase I, Bentonville BOS, LLC, 3600 SW Regional Airport Boulevard, PUD, Planned Unit Development, LS19-0042

A lot split of Lot 4 of Riverwalk Farms Commercial Subdivision, Phase I, creating Lot 5 (+/- 2.72 acres) and Lot 6 (+/- 3.89 acres). The plat dedicates a 20-foot utility easement on Lot 6 along SW Morningstar Road.

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

Property Line Adjustment: Lot 31, Block 3 of Clark's 2nd Addition, 216 SW C Street, LLC, 216 SW C Street, R-1, Single Family Residential, PLA19-0040

A property line adjustment of Lot 21 and part of Lot 22, Block 3 of Clark's 2nd Addition, creating new Lot 31, Block 3 (+/- 0.51 acres). The plat dedicates a 15-foot utility easement along both SW 3rd Street and SW C Street. In addition, the plat dedicates right-of-way along SW 3rd Street and SW C Street to meet the requirements of the Master Street Plan.

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Property Line Adjustment: Lots 1-3 of Homestead Addition, NWA Trailblazers, 2702 NW 3rd Street, R-1, Single Family Residential, A-1, Agricultural, and C-1, Neighborhood Commercial, PLA19-0041

A property line adjustment of Lot 1 of Torrell Creek Addition, Lot 2 of Stanberry Subdivision, Lot 23 of The Bluffs Subdivision, Phase I, Lot 45 of Angel Falls North, Lot 2 of Mahan Subdivision, and Lot 1 of Peach Hollow Subdivision, creating new Lots 1-3 of Homestead Addition. The plat dedicates multiple utility easements of varying widths across the subdivision. Additional right-of-way is also being dedicated with this plat along NW 3rd Street, Punkin Hollow Road, and Peach Orchard Road to meet the requirements of the Master Street Plan. New Lot 1 will be +/- 275.28 acres, new Lot 2 will be +/- 8.04 acres, and new Lot 3 will be 12.71 acres.

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



PART OF OUTLOT 9, ORIGINAL TOWN OF BENTONVILLE

[illegible][illegible]

Zoning & Setback Information

CURRENT ZONING:
R-1 SINGLE FAMILY RESIDENTIAL ***
30' FRONT
BUILDING SETBACKS:
7'- SIDE, INTERIOR
8'- REAR, EXTERIOR
30' MINIMUM STREET FACING
ATTACHED AND DETACHED:
30' FROM PROPERTY LINE GARAGE FACES
GARAGE, DOUBLE-LANED
ATTACHED & DETACHED -
30' FROM FRONT PROPERTY LINE

CONTACT:
CITY OF BENTONVILLE PLANNING
363 SW A STREE# 8
BENTONVILLE, AR 72712
PH: 479-271-3122
FAX: 479-271-3122

Utility Notes

Survey Description

[illegible][illegible]

© 2001 Blackwell Science Ltd *Journal of Internal Medicine* 250: 103–110

CERTIFICATE OF OWNER:
 I, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAY OFF, PLATTED, AND SUBMITTED AND DO HEREBY LA-
 Y OFF PLAT, SUBSCRIBE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY
 RESOLVE TO THE USE OF "THE PARDUS THE STRAIGHTS" ALLEYS, DRIVES, EASEMENTS, ETC. AS
 SHOWN ON SAID PLAT.

SIGNED _____ DATE OF EXECUTION: _____
 NAME & ADDRESS _____
 RESIDENCY _____
 NAME OF ENGINEER _____

NAME & ADDRESS _____
CITY _____ STATE _____ ZIP _____
SOURCE OF TITLE (U.S. _____ PAGE _____)
NAME & ADDRESS _____
CITY _____ STATE _____ ZIP _____
DATE OF REPLY (U.S. _____)

BENTLEY PLANNING CONSULTANTS, INC.
 DATE OF EXPIRATION _____
 HEATH A. WELLS
 REGISTERED PROFESSIONAL ENGINEER
 DATE _____
 1025018
 SIGNED: _____
 MAYOR, CITY OF BIRMINGHAM
 SIGNED: _____
 CITY CLERK, CITY OF BIRMINGHAM

Parcel 01-20438-001
ROBERTO ANTHONY MICHAEL & CHRIST DAWN
1307 N MAGALOMA ST
AUGUSTA AR 72708

TESTING ACCURACY:
 CONFIRM THAT THIS MAT CONNECTS
 EVERY MADE BY US AND BOUNDARY
 MODAN HEREON ACTUALLY EXIST
 TO MATERIAL ARE CORRECTLY
 JUDGMENTS OF THE ARKANSAS
 © SURVEY THIS HAVE BEEN NET.

AND SURVEYING, AIR 1802

[illegible]

10-0040

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 205-206 OF ORIGINAL
TOWN OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS19-0040).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 205-206 of Original Town of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 17, 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 205-206 of Original Town of Bentonville 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.

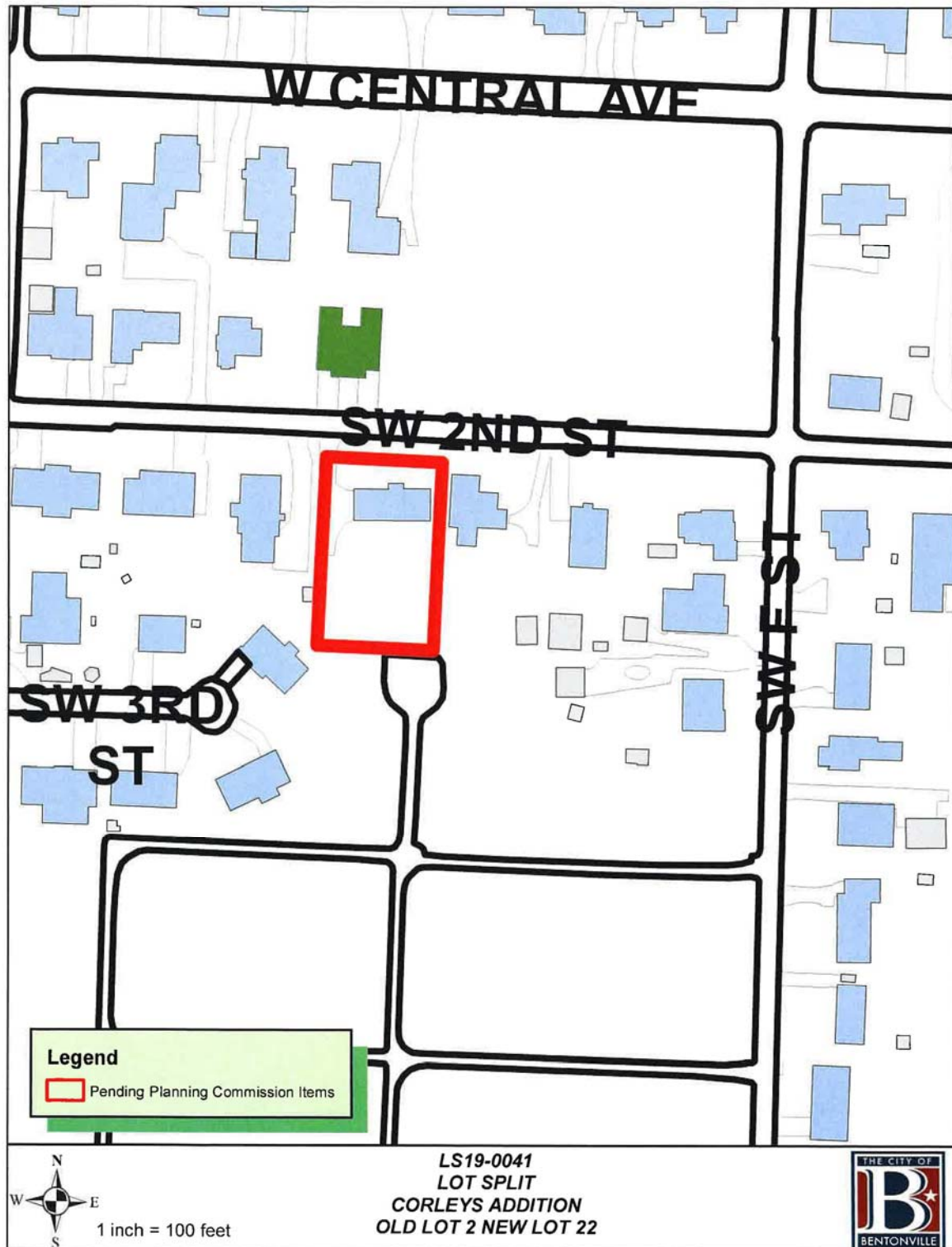
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 22 OF CORLEY'S
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0041).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 22 of Corley's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 17, 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 Lot 22 of Corley's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



STATE ENGINEER'S NUMBER:
360116 JHW 04-1425-04-WFS
COMPLETED/FILED WORK:
SEPTEMBER 27, 2019
CITY OF INDIANAPOLIS
INDIANAPOLIS STATE PLANE, NORTH ZONE AND 48
RESURFACING BASED ON GRID NORTH FOR
INDIANAPOLIS COORDINATE SYSTEM, NORTH ZONE, NAD83.
CONFORMANCE ANGLE = 0.1876391°
DISTANCES SHOWN ON PLAT ARE COMBINED
SCALE FACTOR (GRID TO GROUND) = 1.000007135204
PLAT PAGE #3
REFERENCE DOCUMENTS:
INDIANAPOLIS PLAT BOOK 12916 AT PAGE 55/52

[illegible]

List of Symbols & Abbreviations

[illegible][illegible][illegible]

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARINGS
C1	42.00'	19.35'	18.75'	S 4°55'13" W

[illegible][illegible]

CERTIFICATE OF SURVEYING ACCURACY:
 TRAIFA, MTRPS, THERBY COUNTY THAT THIS PLAT CORRECTLY
 REPRESENTS A BOUNDARY SURVEY ALONG BY NE AND JO, MONROE
 TOWNSHIP AND LOT CORNERS SHOWN HEREON ACCURATELY EXIST AND
 THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL
 MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR
 ALL SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION

LEAH A. SPURGE
 COSTELLO PROFESSIONAL LAND SURVEYOR
 O. A. N. 172
 DATE OF APPROVAL

CERTIFICATE OF FINAL APPROVAL
 PURSUANT TO THE PROVISIONS OF THE ZONING REGULATIONS AND ALL
 APPLICABLE ORDINANCES, THE FOLLOWING CERTIFICATE OF HISTORY HAS
 BEEN PREPARED FOR THE CITY OF KANSAS CITY, MISSOURI, AND IS
 EXECUTED UNDER THE AUTHORITY OF THE SAID ALDERS AND
 THE COMMISSIONERS.

DATE OF DECISION: _____
 SIGNED: _____
 MAYOR CITY OF KANSAS CITY

DATE OF DECISION: _____
 SIGNED: _____
 COMMISSIONER OF CHARLEM

DATE OF DECISION: _____
 SIGNED: _____
 MAYOR CITY OF KANSAS CITY

DATE OF DECISION: _____
 SIGNED: _____
 COMMISSIONER OF CHARLEM

CITY CLERK, CITY OF BOSTONVILLE

DATE	11-26-11
REVISION	PER CITY COMMISSION

Owner / Developer	Current Zoning
BENTONVILLE BOIS LLC 1000 SW PALMER CREEK BENTONVILLE, AR 72713	R-1 R-10 R-15 R-20 R-25 R-30 R-35 R-40 R-45 R-50 R-60 R-70 R-80 R-90 R-100 R-110 R-120 R-130 R-140 R-150 R-160 R-170 R-180 R-190 R-200 R-210 R-220 R-230 R-240 R-250 R-260 R-270 R-280 R-290 R-300 R-310 R-320 R-330 R-340 R-350 R-360 R-370 R-380 R-390 R-400 R-410 R-420 R-430 R-440 R-450 R-460 R-470 R-480 R-490 R-500 R-510 R-520 R-530 R-540 R-550 R-560 R-570 R-580 R-590 R-600 R-610 R-620 R-630 R-640 R-650 R-660 R-670 R-680 R-690 R-700 R-710 R-720 R-730 R-740 R-750 R-760 R-770 R-780 R-790 R-800 R-810 R-820 R-830 R-840 R-850 R-860 R-870 R-880 R-890 R-900 R-910 R-920 R-930 R-940 R-950 R-960 R-970 R-980 R-990 R-1000 R-1010 R-1020 R-1030 R-1040 R-1050 R-1060 R-1070 R-1080 R-1090 R-1100 R-1110 R-1120 R-1130 R-1140 R-1150 R-1160 R-1170 R-1180 R-1190 R-1200 R-1210 R-1220 R-1230 R-1240 R-1250 R-1260 R-1270 R-1280 R-1290 R-1300 R-1310 R-1320 R-1330 R-1340 R-1350 R-1360 R-1370 R-1380 R-1390 R-1400 R-1410 R-1420 R-1430 R-1440 R-1450 R-1460 R-1470 R-1480 R-1490 R-1500 R-1510 R-1520 R-1530 R-1540 R-1550 R-1560 R-1570 R-1580 R-1590 R-1600 R-1610 R-1620 R-1630 R-1640 R-1650 R-1660 R-1670 R-1680 R-1690 R-1700 R-1710 R-1720 R-1730 R-1740 R-1750 R-1760 R-1770 R-1780 R-1790 R-1800 R-1810 R-1820 R-1830 R-1840 R-1850 R-1860 R-1870 R-1880 R-1890 R-1900 R-1910 R-1920 R-1930 R-1940 R-1950 R-1960 R-1970 R-1980 R-1990 R-2000 R-2010 R-2020 R-2030 R-2040 R-2050 R-2060 R-2070 R-2080 R-2090 R-2100 R-2110 R-2120 R-2130 R-2140 R-2150 R-2160 R-2170 R-2180 R-2190 R-2200 R-2210 R-2220 R-2230 R-2240 R-2250 R-2260 R-2270 R-2280 R-2290 R-2300 R-2310 R-2320 R-2330 R-2340 R-2350 R-2360 R-2370 R-2380 R-2390 R-2400 R-2410 R-2420 R-2430 R-2440 R-2450 R-2460 R-2470 R-2480 R-2490 R-2500 R-2510 R-2520 R-2530 R-2540 R-2550 R-2560 R-2570 R-2580 R-2590 R-2600 R-2610 R-2620 R-2630 R-2640 R-2650 R-2660 R-2670 R-2680 R-2690 R-2700 R-2710 R-2720 R-2730 R-2740 R-2750 R-2760 R-2770 R-2780 R-2790 R-2800 R-2810 R-2820 R-2830 R-2840 R-2850 R-2860 R-2870 R-2880 R-2890 R-2900 R-2910 R-2920 R-2930 R-2940 R-2950 R-2960 R-2970 R-2980 R-2990 R-3000 R-3010 R-3020 R-3030 R-3040 R-3050 R-3060 R-3070 R-3080 R-3090 R-3100 R-3110 R-3120 R-3130 R-3140 R-3150 R-3160 R-3170 R-3180 R-3190 R-3200 R-3210 R-3220 R-3230 R-3240 R-3250 R-3260 R-3270 R-3280 R-3290 R-3300 R-3310 R-3320 R-3330 R-3340 R-3350 R-3360 R-3370 R-3380 R-3390 R-3400 R-3410 R-3420 R-3430 R-3440 R-3450 R-3460 R-3470 R-3480 R-3490 R-3500 R-3510 R-3520 R-3530 R-3540 R-3550 R-3560 R-3570 R-3580 R-3590 R-3600 R-3610 R-3620 R-3630 R-3640 R-3650 R-3660 R-3670 R-3680 R-3690 R-3700 R-3710 R-3720 R-3730 R-3740 R-3750 R-3760 R-3770 R-3780 R-3790 R-3800 R-3810 R-3820 R-3830 R-3840 R-3850 R-3860 R-3870 R-3880 R-3890 R-3900 R-3910 R-3920 R-3930 R-3940 R-3950 R-3960 R-3970 R-3980 R-3990 R-4000 R-4010 R-4020 R-4030 R-4040 R-4050 R-4060 R-4070 R-4080

I HEREBY CERTIFY, AND YOUR RECORDS REFLECT
 THAT I HAVE BEEN ISSUED A LICENSE TO
 TAKE THE EXAMINATION FOR THE
 ON THIS DATE _____ DAY OF _____

STATE OF ALABAMA
 PROFESSIONAL SURVEYOR
 LICENSED SURVEYOR
 NAME _____
 EXPIRATION DATE _____

PREPARED BY _____

[illegible]

LS19-0042

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 5-6 OF RIVERWALK FARMS COMMERCIAL SUBDIVISION PHASE I TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS19-0042).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 5-6 of Riverwalk Farms Commercial Subdivision Phase I, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 17, 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 5-6 of Riverwalk Farms Commercial Subdivision Phase I 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.

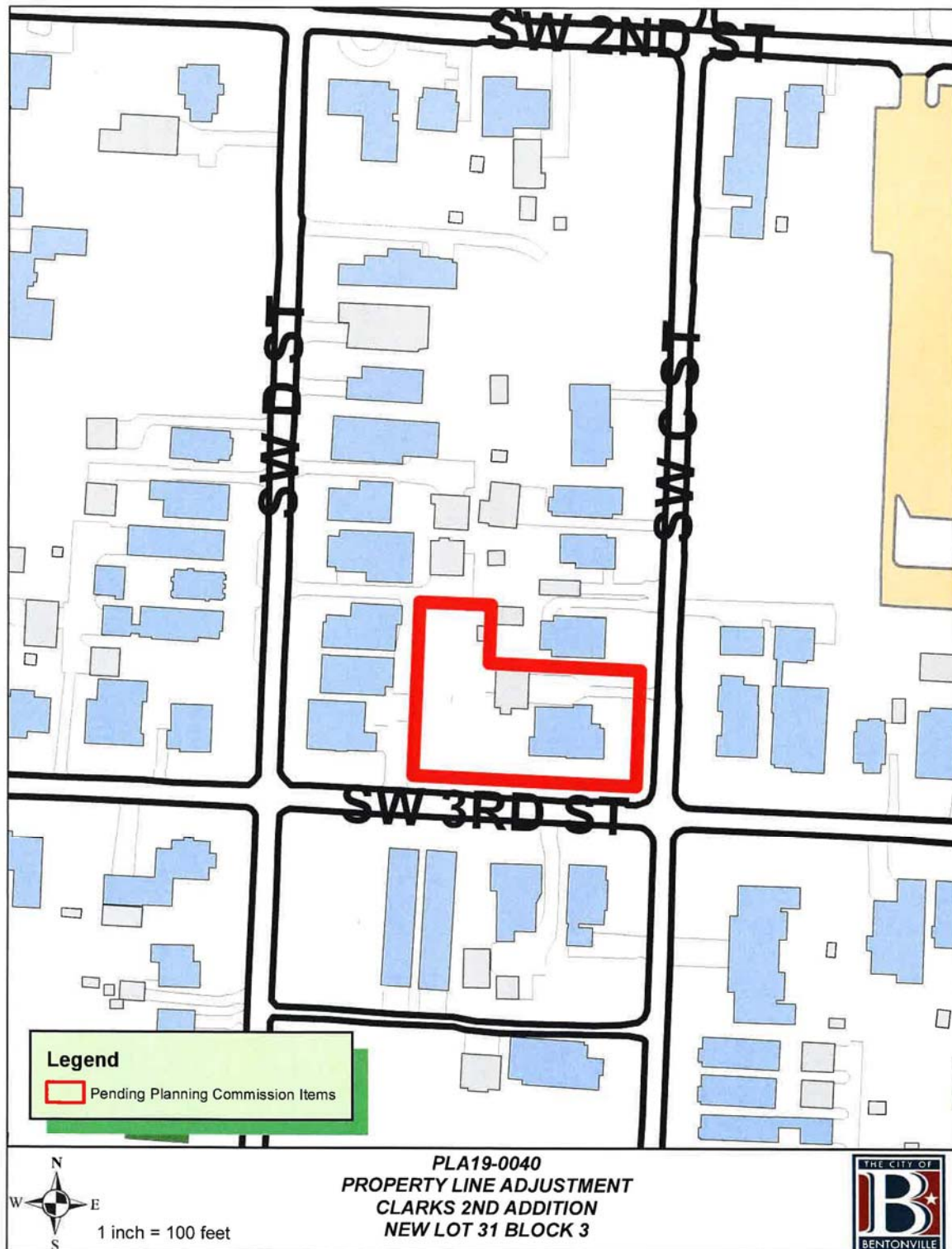
PASSED AND APPROVED this _____ day of _____, 2020.

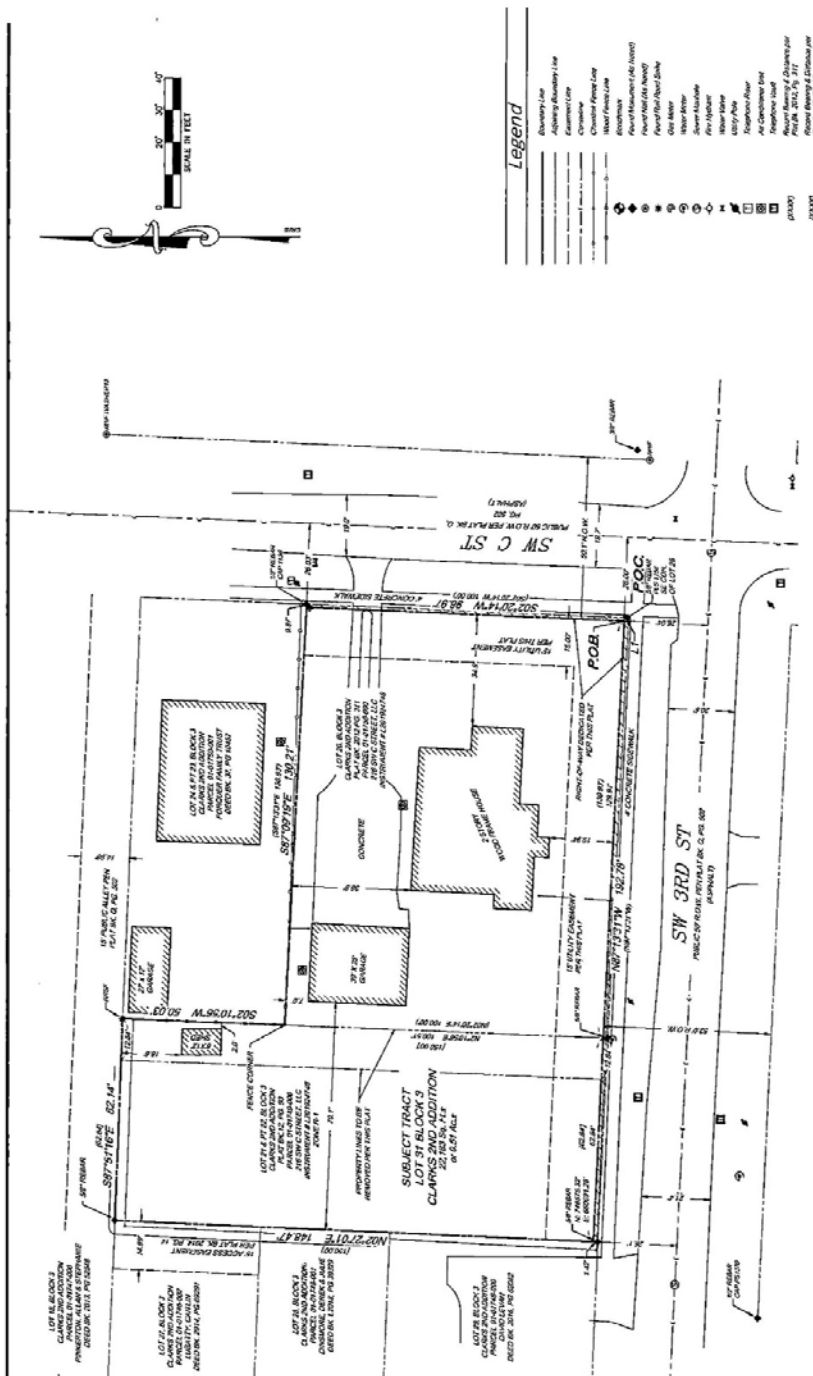
APPROVED:

ATTEST:

MAYOR

CITY CLERK





Property Line Table		
Line #	Direction	Length
11	N35°19'26"W	7.68'

NO	DATE	1st Submitted Comments	DESCRIPTION
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City of Bentonville Project # PL19-0040

Engineering Associates, Inc.

216 SW C Street, LLC

Property Line Adjustment

NEW DATE
11/21/19
SHEET NO.
2 OF 2

2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
31, BLOCK 3 OF CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA19-0040).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 31, Block 3 of Clark's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 17, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 31, Block 3 of Clark's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

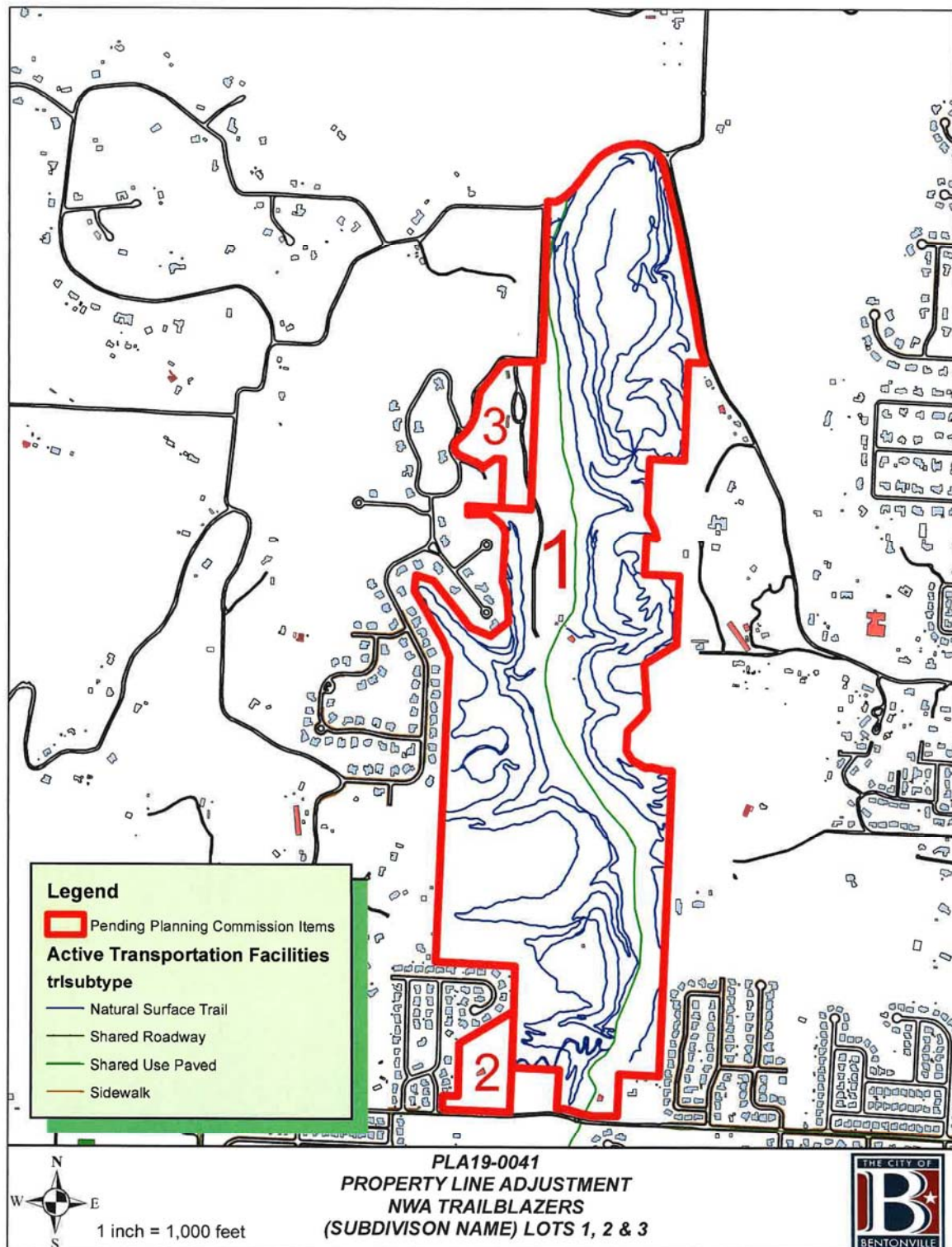
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



LOT 2 STANBERRY SUB., LOT 1 TORRELL CREEK ADD.,
LOT 45 ANGEL FALLS NORTH; LOT 23 BLUFFS SUB.,
LOT 1 PEACH HOLLOW SUB.; LOT 2 MAHAN ADD.
CREATING LOTS 1, 2 AND 3
HOMESTEAD ADDITION

FLOOD CERTIFICATION:

CERTIFY THAT I HAVE EXAMINED THE FIA, OFFICIAL USCO AWARD, HAZARD RATE MAP PANEL NO. 06-000000000, EFFECTIVE DATE _____, APPROVED IN 2007 AND FOUND IT TO BE PART OF THE DESCRIBED PROPERTY SECTION LIES IN ZONE AT AN AREA WITHIN THE KOTIKAT FLOOD PLAN.

Notes.

2048: FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT,
CERTIFICATE OF SERVICE ACCURACY:

CERTIFICATE OF AUTHORIZATION
DA. CERTIFICATE NUMBER: 3049

CERTIFICATE OF APPROVAL

PURSUANT TO THE DISTANCE SELLING REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED THIS DOCUMENT IS HEREBY ACCEPTED AND CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SEC RULES AND REGULATIONS.

02-250
MAYOR, CITY OF BIRMINGHAM
CITY CLERK, CITY OF BIRMINGHAM

9-11 Cases: 0/11 - 0/1000000



C



Age group	Number of people
0-14	180
15-24	160
25-34	140
35-44	120
45-54	100
55-64	80
65-74	100
75-84	60
85-94	40
95-104	20

SCALE 1" = 100 FEET

CITY OF BENTONVILLE PROJECT REPAIR-COAL

CASTER & ASSOCIATES
LAND SURVEYING, INC.

275 SE T Street, Suite 5
Bentonville, AR 72712
Telephone 479-268-4464

SCALE: 1" = 100'	DATE
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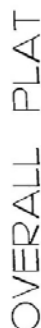
REGISTERED
STATE OF
ARKANSAS

PROFESSIONAL REGISTER
NO. 1370
ROBERT
1937
HOMESTEAD ADDITION

BENTONVILLE, BENTON CO
 ARKANSAS

[illegible]

~ 24 ~



CITY OF BENTONVILLE PROJECT #16149-0001

CASTER & ASSOCIATES
LAND SURVEYING, INC.

525 S. Y Street, Suite 5
Bentonville, AR 72712
Telephone: 479-268-4444

DATE: 8-2-89

PROPERTY LINE ADJUSTMENT
CREATING LOTS 1, 2 AND 3

BENTONVILLE, BENTON COUNTY.

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/20	Opening Balance		100.00
1/15/20	Payment Received	50.00	150.00
2/1/20	Payment Received	75.00	225.00
2/15/20	Payment Received	25.00	250.00
3/1/20	Payment Received	100.00	350.00
3/15/20	Payment Received	50.00	400.00
4/1/20	Payment Received	75.00	475.00
4/15/20	Payment Received	25.00	500.00
5/1/20	Payment Received	100.00	600.00
5/15/20	Payment Received	50.00	650.00
6/1/20	Payment Received	75.00	725.00
6/15/20	Payment Received	25.00	750.00
7/1/20	Payment Received	100.00	850.00
7/15/20	Payment Received	50.00	900.00
8/1/20	Payment Received	75.00	975.00
8/15/20	Payment Received	25.00	1000.00
9/1/20	Payment Received	100.00	1100.00
9/15/20	Payment Received	50.00	1150.00
10/1/20	Payment Received	75.00	1225.00
10/15/20	Payment Received	25.00	1250.00
11/1/20	Payment Received	100.00	1350.00
11/15/20	Payment Received	50.00	1400.00
12/1/20	Payment Received	75.00	1475.00
12/15/20	Payment Received	25.00	1500.00
1/1/21	Opening Balance		1500.00

FORMS	AGE	RJC	20
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LOT 11
ALL OF PARCELS NUMBERS 01-00894-00, 01-00942-00, 01-00893-00,
LOT 1 TOWELL CREEK SECTION LOT 45 ANGEL FALLS NORTH AND LOT 1 PEACH
HOLLOW SUBDIVISION AS RECORDED IN T-6 SEXTON COUNTY RECORDS, AND BEING MORE
PARTICULARLY DESCRIBED AS:

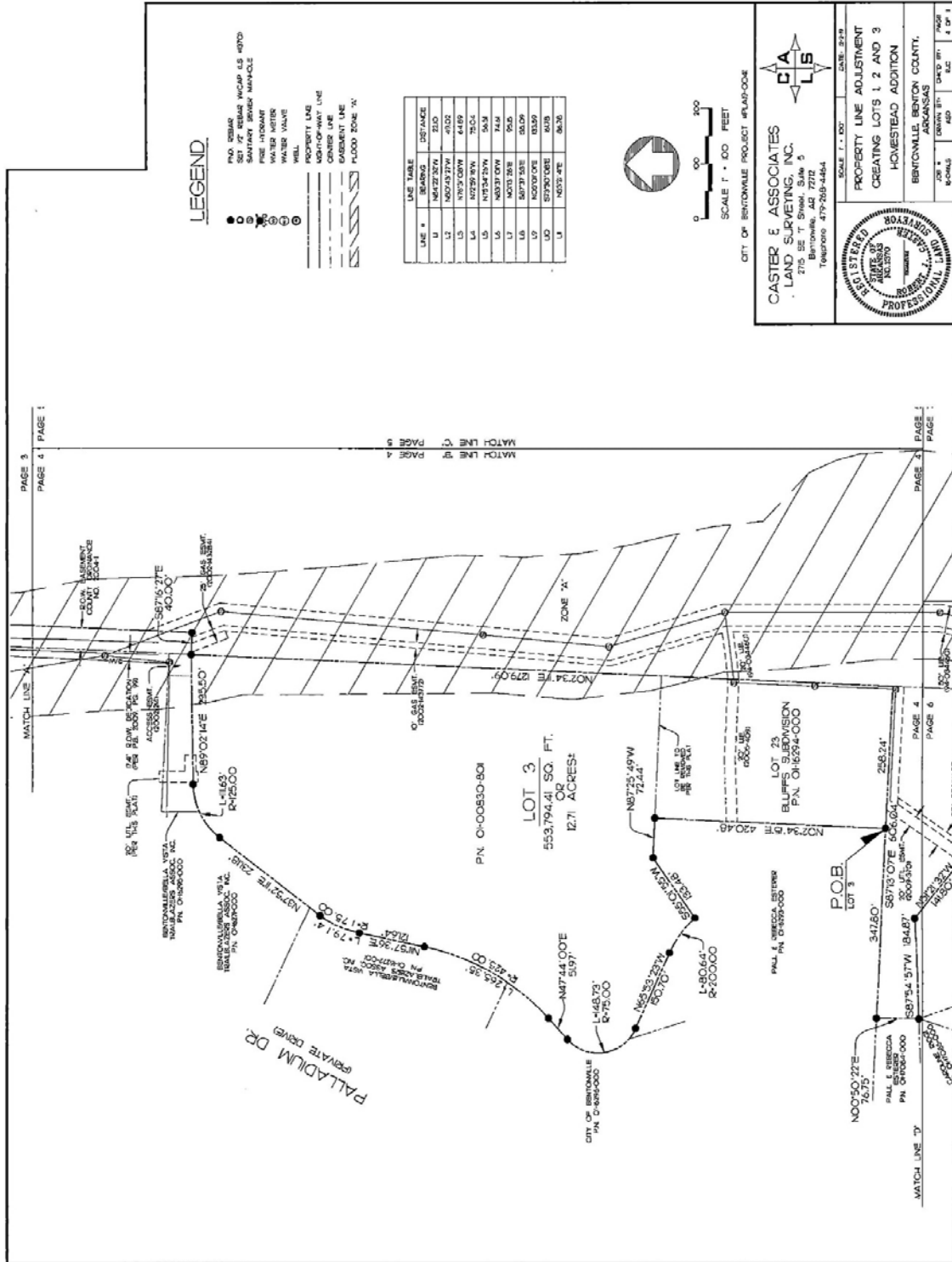
[illegible]

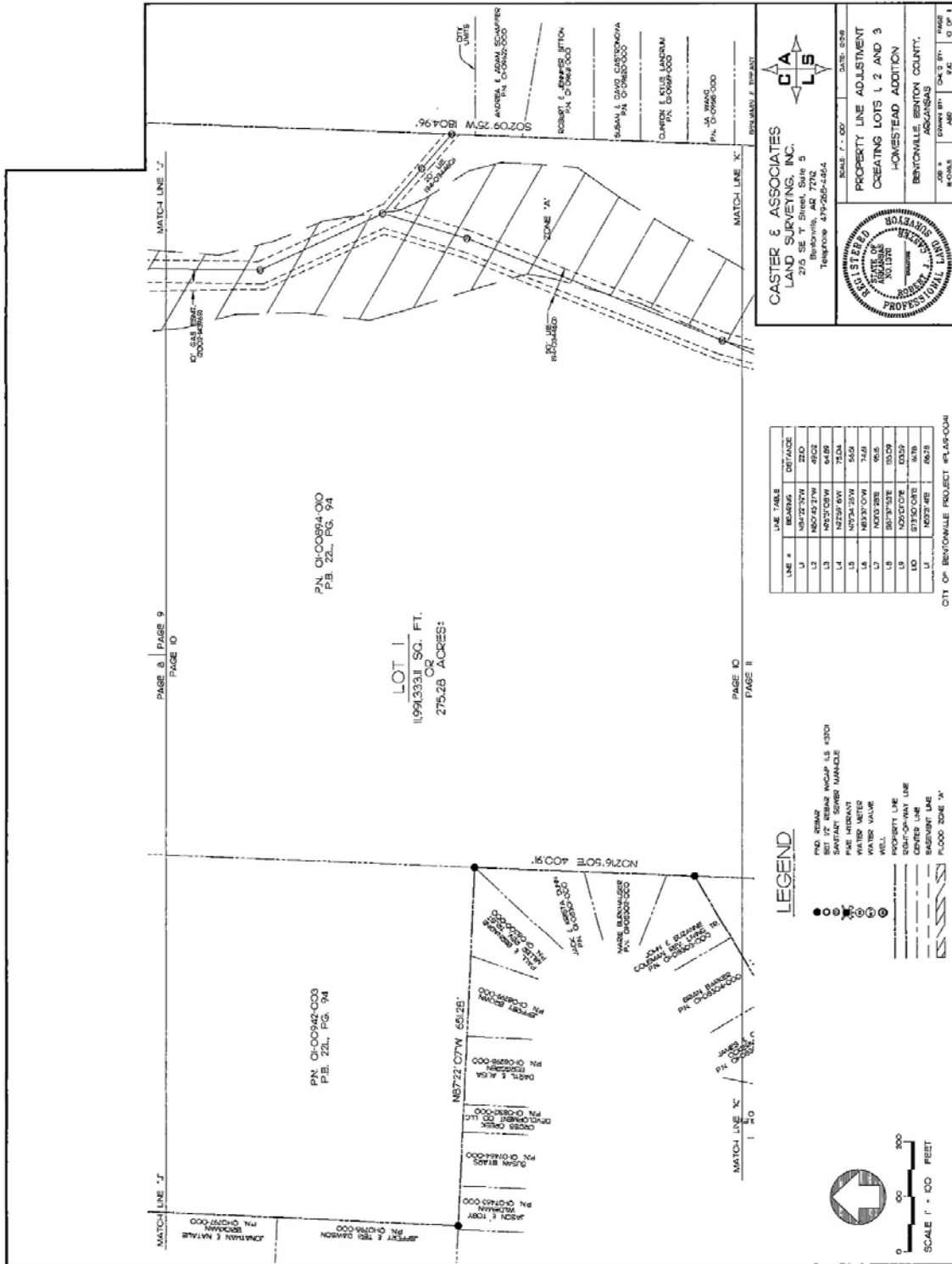
Lot 2

TOY, BLANKETS, SLEEPERS, AS BEING ON WALK, BOYS, THE BALANCE OF THE TRUCK, TRUCK COMPANY, REBORN, AND MORE MANUFACTURED, DESCRIBED AS:

OT 3

[illegible]





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
1-3 OF HOMESTEAD ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA19-0041).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 1-3 of Homestead Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 17, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 1-3 of Homestead Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Black Apple Springs

909 NW C Street

PC Date: 12/17/2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	PRD19-0002
Applicant / Current Owner	Black Apple Creek, LLC PO Box 1860 Bentonville, AR 72712
Site Area	+/- 8 acres
Current Zoning	Expired PRD, Planned Residential Development
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

A Planned Residential Development to develop 13 individual single-family homes with a maximum density of 6 units/acre. All housing units are located to the east of Black Apple Creek. The development utilizes the natural beauty of the creek, a trail, and a pavilion to meet the open space requirements for PRDs.

Adjacent zonings are R-1, Single-Family Residential to the north, south, east, and west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan.

Conclusion

Because the proposed Planned Residential Development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

1 Planned Residential Development Intent

Black Apple Creek LLC, Modus Studio, Kevin Sloan Studio, and Morrison Shipley are pleased to announce the neighborhood as a new Planned Residential Development (PRD) to the City of Bentonville. We have been designing to provide a contextually sensitive development that will positively impact the character of the surrounding community and provide a new, high-quality place to live.

Black Apple Springs is a modern single-family neighborhood comprised of 13 individual houses thoughtfully integrated into the wooded site. The location of this neighborhood lies at the intersection of NW C Street and Trails End Lane, a short distance away from downtown Bentonville. The project offers a diverse set of high-quality residential homes that will serve the growing demand in the area. The site's proximity to Park Springs and the trail system provides a unique opportunity for the neighborhood to work in unison with existing amenities and the natural landscape of the site.

Black Apple Springs also strives to build a strong community for its inhabitants and the surrounding area. With walking trails interwoven into the site, and community buildings and pavilions located centrally within the neighborhood, dwellers are encouraged to connect with their neighbors and strengthen community bonds.

Black Apple Springs intends to use the PRD "to provide a variety of housing types available to the general public, and to promote high-quality residential developments," using the following principles:

A) Option and Opportunity The project will consist of 4 unique house types designed to integrate into the natural landscape, and provide various opportunities for potential owners. These differing types provide variety that caters to homeowners at various stages of their lives, whether they are a growing family or an empty nester.

B) Preservation and Improvement of Natural Features The natural quality of the site has been carefully studied and taken into account, and the design team aims to diligently minimize tree removal by using the flexibility of this PRD zone to plan the development and preserve a significant portion of the wooded site. A more dense project, allowed by current zoning, would likely result in more extensive tree removal. The ravine, natural spring and creek bed, and abundance of trees are all iconic features of the location. The neighborhood looks to improve the land, by implementing biofiltration along the streetscape to handle on-site water, as well as implement the act of "re-wilding" the site, a conservation concept aimed at restoring and protecting the inherent natural qualities of the land.

C) Blending in with the Surroundings Black Apple Springs not only aims to blend into the site, but also its surrounding Bentonville context. The majority of the dwellings are located down the hill to the west of NW C Street, to minimize their impact on the streetscape. Material concepts such as wood or local cement pavers, and stone or brick will keep with the language of the historic spring house, and not appear foreign to the neighboring communities.

This PRD is located on an approximately 7.96-acre site just north of downtown Bentonville.

2 Description of Land Uses

PRD - Zone 1: +/- 90.8% of proposed PRD

The eastern 7.23 acres of the PRD consist of 13 single-family homes, all with their own two-car garage implemented into their respective layouts. All units address the new private drives as their front, allowing for public connection to the front, and more private connection to the natural environment towards the back.

3 Description of Compliance with PRD Criteria

The PRD shall not modify the following zoning and development standards:

1. height requirements
2. grading and drainage
3. access management
4. outdoor lighting
5. landscaping and screening
6. residential light standards
7. flood damage protection

4 Written Description of PRD

total acreage

7.96 acres

density

PRD - Zone 1: 7.23 acres

13 individual single-family homes (12 units/acre max)

building height max

40'-0" (per existing zoning)

overall site setbacks

NW C Street

Trails End Lane

north side

west side

20'-0" from property line (per existing zoning)

20'-0" from property line (per existing zoning)

20'-0" from property line (per existing zoning)

20'-0" from property line (per existing zoning)

minimum lot setbacks

max lot coverage

lotage required

minimum lot area

minimum lot width

minimum lot depth

front setback

rear setback

interior side setback

exterior side setback

50%

12'-0"

0.8 acres

40'-0"

90'-0"

10'-0"

0'-0"

5'-0"

20'-0"

from property line (per existing zoning)

from property line (per existing zoning)

from property line (per existing zoning)

from property line (per existing zoning)

*garages not street facing

parking distribution

PRD - Zone 1

garage:

guest surface parking:

total:

26 (one 2-car garage/unit)

29

35

percentage of open space

PRD - Zone 1

25% (1.5% minimum per city code) of total PRD

greater than 25%

TOTAL SITE 7.96 ACRES
PRD ZONE 1 7.96 ACRES
SINGLE-FAMILY
(MAX 13 UNITS @ 6
UNITS/ACRE)

PROJECT TEAM

Developer
Black Apple Creek LLC
30 Ann Sherridan
1405 S. Main Street, Suite 406
Fayetteville, AR 72701
Phone: 479.351.1243

Architect
Modus Studio
1000 S. Main Street
Suite 406
Fayetteville, AR 72701
Phone: 479.455.5577

Civil Engineer
Morrison Shipley
Drs. Inland
2507 SE Collierwood Street
Fayetteville, AR 72703
Phone: 479.273.1207

Master Planner
Kevin Sloan Studio
1219 W Davis St
Dallas, TX 75209
Phone: 214.297.6450

LEGEND

- Property Line Demarcation
- Selback
- Proposed ROW
- Proposed Trail
- Street Section
- Fire Lane
- Fire Truck
- Utility Easement
- Single Family Residence
- Pavilion
- Amenity Building
- Point of Beginning

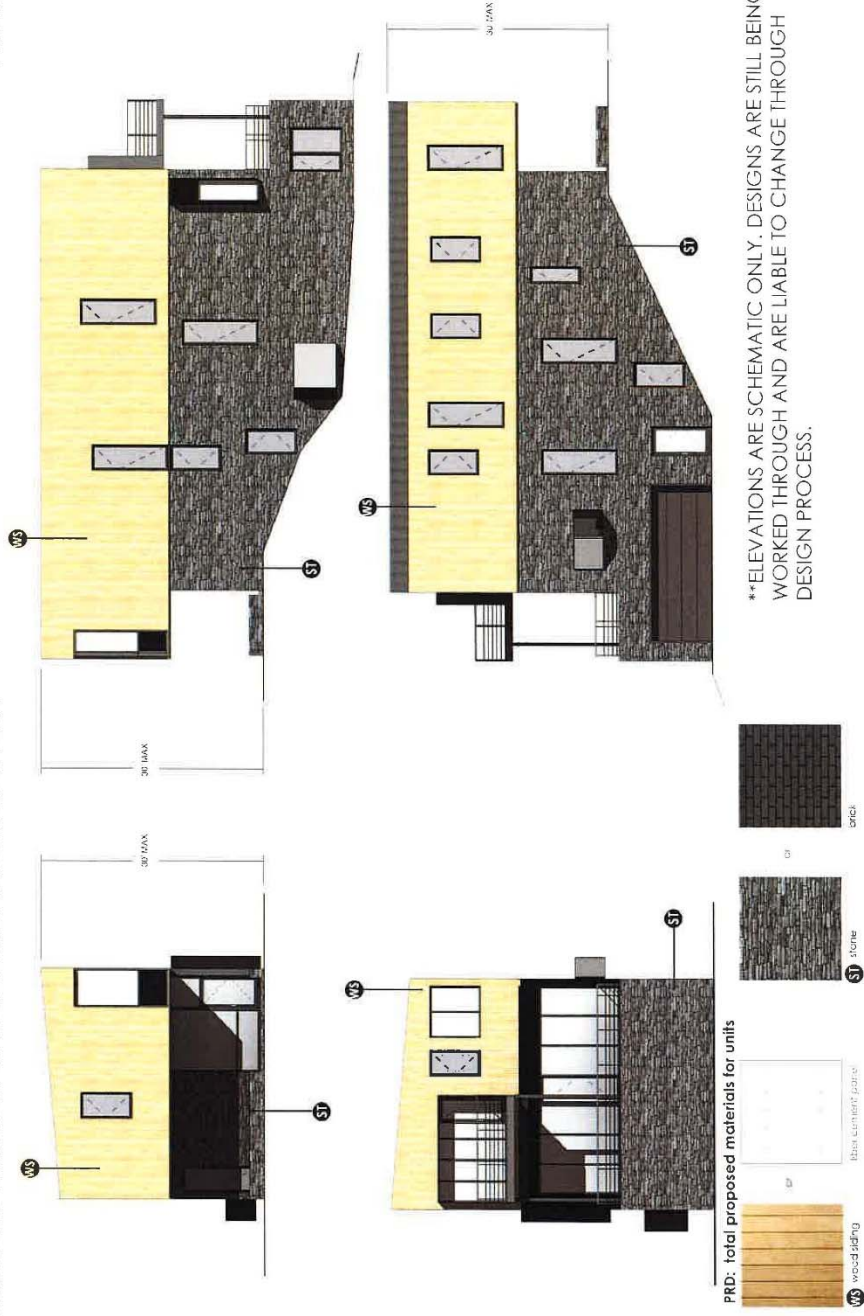




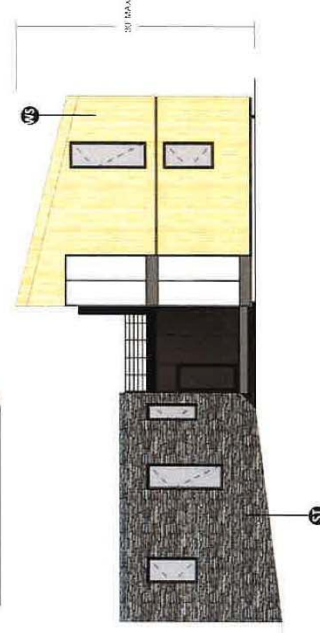
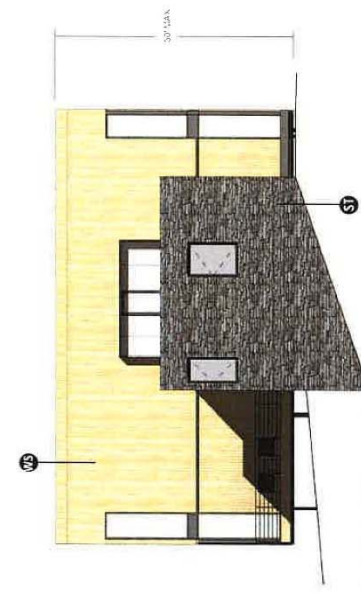
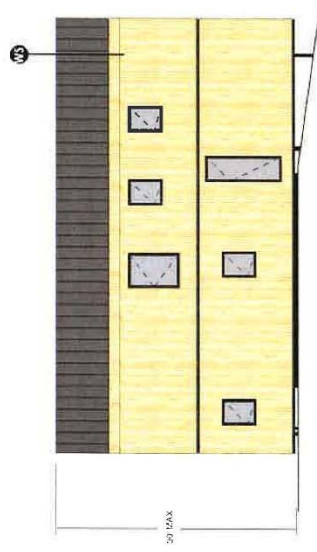
BLACK APPLE SPRINGS | BENTONVILLE, ARKANSAS
 ARCHITECTURAL ELEVATIONS OF SINGLE FAMILY DWELLING TYPE 01

MORRISON SHIPLEY KEVIN SLOAN STUDIO modus studio

PRD19-0002



BLACK APPLE SPRINGS | BENTONVILLE, ARKANSAS
ARCHITECTURAL ELEVATIONS OF SINGLE FAMILY DWELLING TYPE 02



PRD: total proposed materials for units



**ELEVATIONS ARE SCHEMATIC ONLY. DESIGNS ARE STILL BEING WORKED THROUGH AND ARE LIABLE TO CHANGE THROUGH DESIGN PROCESS.

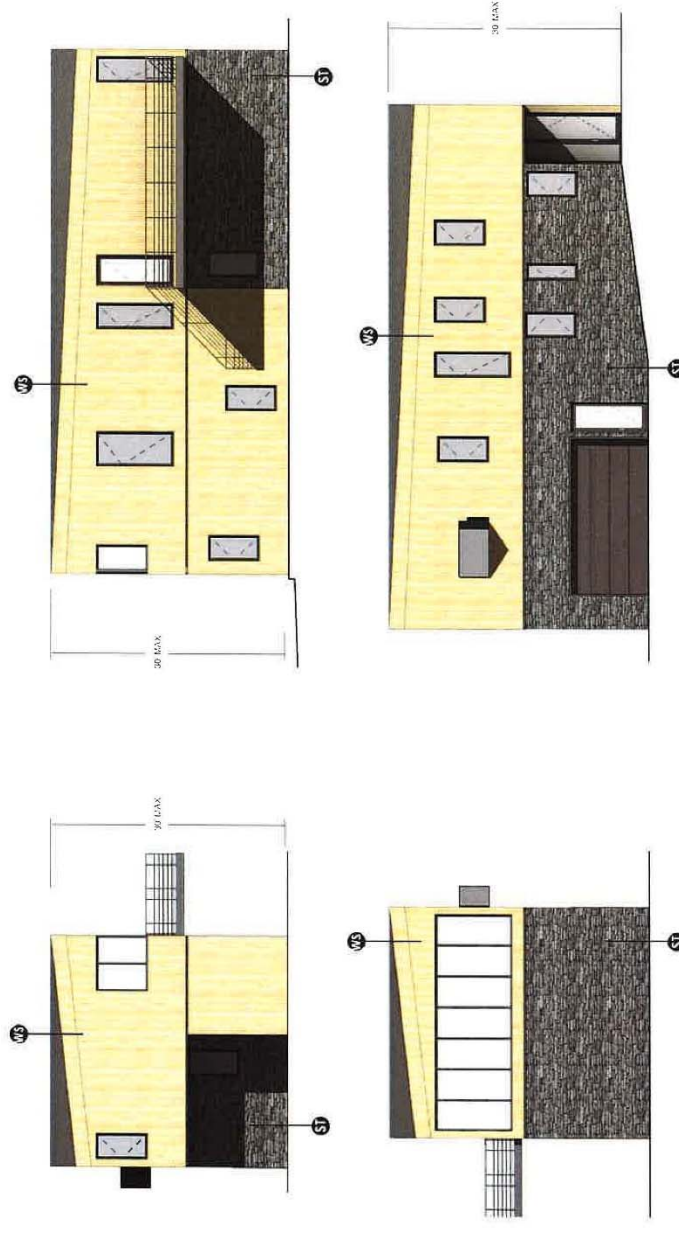
BLACK APPLE SPRINGS | BENTONVILLE, ARKANSAS
 ARCHITECTURAL ELEVATIONS OF SINGLE FAMILY DWELLING TYPE 03



BLACK APPLE SPRINGS | BENTONVILLE, ARKANSAS
ARCHITECTURAL ELEVATIONS OF SINGLE FAMILY DWELLING TYPE 04



PRD19-0002



PRD: total proposed materials for units



**ELEVATIONS ARE SCHEMATIC ONLY. DESIGNS ARE STILL BEING WORKED THROUGH AND ARE LIABLE TO CHANGE THROUGH DESIGN PROCESS.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF EXPIRED PRD, PLANNED RESIDENTIAL DEVELOPMENT TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD19-0002).

WHEREAS, Black Apple Creek, 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 Expired PRD, Planned Residential Development to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) OF SECTION 30; THENCE BY BEARING AND DISTANCE THE FOLLOWING COURSES (BASIS OF BEARING, GRID NORTH), SOUTH 01°42'22" WEST A DISTANCE OF 782.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'22" WEST A DISTANCE OF 174.00 FEET; THENCE SOUTH 87°23'42" EAST A DISTANCE OF 33.09 FEET; THENCE SOUTH 01°52'09" WEST A DISTANCE OF 318.22 FEET; THENCE SOUTH 87°22'45" EAST A DISTANCE OF 126.52 FEET; THENCE SOUTH 02°02'19" WEST A DISTANCE OF 45.12 FEET; THENCE SOUTH 84°14'30" EAST A DISTANCE OF 34.38 FEET; THENCE SOUTH 87°37'22" EAST A DISTANCE OF 392.86 FEET; THENCE NORTH 02°47'29" EAST A DISTANCE OF 628.63 FEET; THENCE NORTH 41°40'31" WEST A DISTANCE OF 198.85 FEET; THENCE SOUTH 39°20'00" WEST A DISTANCE OF 258.40 FEET; THENCE SOUTH 87°39'14" WEST A DISTANCE OF 303.88 FEET TO THE POINT OF BEGINNING. ;
and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 17, 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 Expired PRD, Planned Residential Development to PRD, Planned Residential Development.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Jon Stanley

Department

Planning

Phone

271-3122

ACTION REQUIRED:

Resolution accepting right-of-way dedication for Lot 2, Block O of Orchard Addition at 507 SE E Street. Right-of-way dedication was needed due to necessary sidewalk and improvements as required by Article 1100, Section 1100.15 and Section 1100.16 of the Land Development Code. This dedication is in association with a Large Scale Development.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Jon Stanley, Senior Planner

Date: Tuesday, November 14, 2020

Re: Right of Way Dedication for Crystal Bridges Museum of American Art, Inc. at 507 SE 'E' Street, Lot 2, Block O of Orchard Addition.

Crystal Bridges Museum of American Art, Inc. is an art museum located at 507 SE 'E' Street, Lot 2, Block O of Orchard Addition. This project is currently under construction. As part of this development, public sidewalk and street improvements are required to be constructed along the front yard lot line of the property which fronts onto SE 'E' Street. Due to the requirements of the current master street plan designating SE 'E' Street as a Local Street, additional right-of-way dedication will be necessary to construct these sidewalk and street improvements. The City of Bentonville is not able to accept these improvements as a donated asset while part of it resides outside of the existing right-of-way.

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

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

Tract No. _____
Page 1

RIGHT OF WAY GRANT

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

PROPERTY DESCRIPTION (DEED 2014-27461):

Real Property in the City of Bentonville, County of Benton, State of Arkansas, described as follows:

All of Block "O" and the North Half of Block "N" of Orchard Addition to the City of Bentonville.

All of that portion of the former vacated and abandoned street designated on the Plat of Orchard Addition to the City of Bentonville, Arkansas, appearing of record in Plat Book A, Page 64 in the office of the Recorder of Benton County, Arkansas and originally designated as Washington Street and lately designated and known as 6th Street, S.E. which abuts and is between Block O and Block N, Orchard Addition to Bentonville, Arkansas.

All that portion of vacated 5th Street as dedicated between Block O and Block P with the original Plat of Orchard Addition, Bentonville, Arkansas as vacated in Ordinance No. 2013-85.

All that portion of Burlington Northern Railroad Company's (formerly St. Louis, San Francisco Railway Company's) Ft. Smith, Arkansas to Monett, Missouri, branch line right of way, now discontinued, varying in width on each side of said railroad company's main track centerline as formerly located upon, over and across the Northwest Quarter of Section 32, Township 20 North, Range 30 West of the 5th Principal Meridian, Benton County, Arkansas, including that portion lying in Block "O", in 5th Street (formerly Wood Land Avenue) and in Fairmount Avenue as platted according to the record Plat of Orchard Addition To Bentonville, Arkansas, being further described as: Commencing at the Southeast corner of the North Half of Block "N" of the aforementioned Orchard Addition; thence North 00 Degrees, 04 Minutes, 25 Seconds West 498.36 feet along the East line of said Blocks "N" and "O" to a point on the Southerly line of said branch line right of way, for the true Point of Beginning; thence North 77 Degrees, 45 Minutes, 30 Seconds West 193.16 feet along said right of way line; thence 80.26 feet along said right of way line with a curve to the left having a radius of 1236.85 feet; thence 82.49 feet along said

Tract No. _____
Page 2

right of way line with a curve to the left having a radius of 785.17 feet to the East right of way line of "E" Street, Southeast; thence North 00 Degrees, 00 Minutes, 35 Seconds East 55.05 feet along said east right of way line to a point on the Northerly line of the aforementioned branch line right of way; thence 90.66 feet along said right of way line with a curve to the right having a radius of 840.17 feet; thence 83.83 feet along said right of way line with a curve to the right having a radius of 1291.85 feet; thence South 77 Degrees, 45 Minutes, 30 Seconds East 156.85 feet along said right of way line; thence South 89 Degrees, 54 Minutes, 46 Seconds East 23.75 feet along said right of way line; thence South 77 Degrees, 45 Minutes, 30 Seconds East 112.54 feet along said right of way line; thence South 44 Degrees, 20 Minutes, 36 Seconds East 108.95 feet to a point on the Southerly line of said branch line right of way; thence North 77 Degrees, 45 Minutes, 30 Seconds West 190.38 feet to the true Point of Beginning.

Parcel 2 in a replat of Block "P" of Orchard Addition, Bentonville, Benton County, Arkansas, as shown in Plat Record 6 at Page 124.

A part of the SW 1/4 of the NW 1/4 of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, described as: from the Southwest corner of the North 1/2 of Block "N" in the Orchard Addition (B-27), run South 89 Degrees 54 Minutes 46 Seconds East 350.50 feet to the East line of said Addition; thence North 00 Degrees 04 Minutes 25 Seconds West 165.03 feet along said East line to the Point of Beginning; thence continue North 00 Degrees 04 Minutes 25 Seconds West 333.35 feet to the South line of the lands described in a Quitclaim Deed from the railroad (95-21476); thence South 78 Degrees 45 Minutes 30 Seconds East 112.21 feet along said South Line; thence South 00 Degrees 04 Minutes 25 Seconds East 309.42 feet; thence South 89 Degrees 55 Minutes 35 Seconds West 109.63 feet to the Point of Beginning. Subject to any and all legal easements and rights of way.

RIGHT OF WAY DESCRIPTION:

A part of the SW 1/4 of the NW 1/4 of Section 32, Township 20 North, Range 30 West and a part of the Orchard Addition to the City of Bentonville, Arkansas, as shown in Plat Book A, Page 64 in the records of Benton County Arkansas, being more particularly described as follows:

Commencing at a found iron pin, accepted and used as the Southeast Corner of the North Half of Lot "N" of the said Orchard Addition;
thence North 87° 26' 37" West - 350.75 feet to the East Right-of-Way (ROW) line of SE "E" St. and to the Point of Beginning (POB ROW);
thence along said east ROW line North 02° 33' 18" East - 725.21 feet
to the south ROW line of SE 5th St.;
thence leaving said East ROW line South 87° 22' 18" East - 3.98 feet
along said south ROW line;
thence leaving said south ROW line South 02° 52' 09" West - 725.21 feet
to the Point of Beginning (POB ROW), containing 1443 sq. ft., or 0.03 acres.

Tract No. _____
Page 3

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

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

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

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

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

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

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this 26th day of December, 2019.



Authorized Agent

Crystal Bridges
Museum of American Art

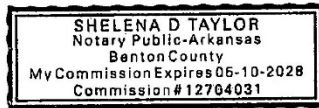
Tract No. _____
Page 4

ACKNOWLEDGEMENT

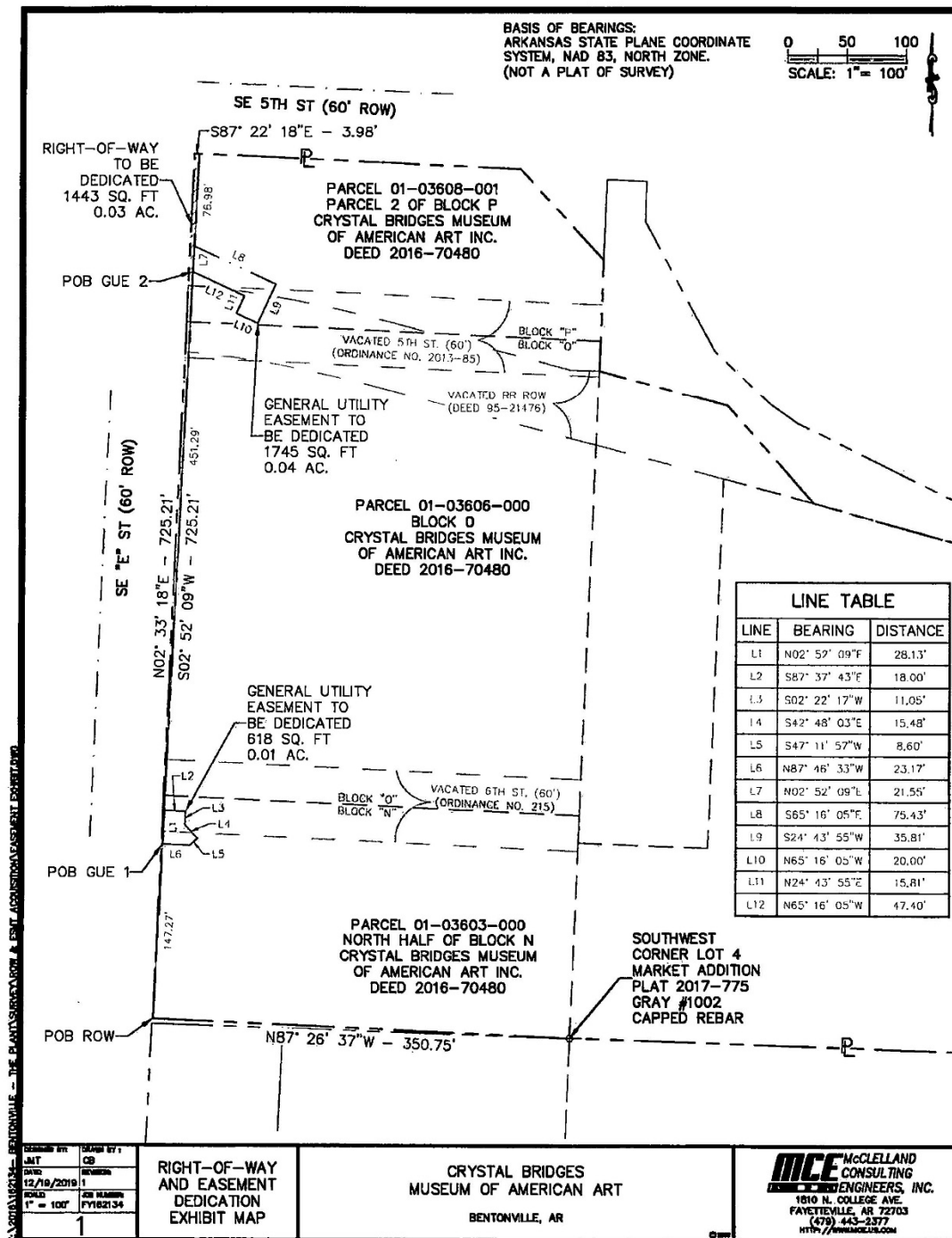
STATE OF ARKANSAS }
COUNTY OF BENTON }

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

WITNESS my hand and seal on this 26th day of December, 2019.



My Commission Expires: 5-10-2028



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING RIGHT OF WAY
DEDICATION FROM Lot 2, BLOCK O OF ORCHARD
ADDITION AT 507 SE E STREET, TO THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That the right of way donation proposed for Lot 2, Block O of Orchard Addition at 507 SE E Street, is attached hereto as an Exhibit should be and the same is hereby accepted by the City of Bentonville.

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

PASSED and APPROVED this _____ day of _____, 2020.

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:

January 14, 2019

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a Street Right of Way located in W.A. Burk's Addition, 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





1 inch = 66 feet

Proposed ROW Vacation



ORDINANCE NO. _____

AN ORDINANCE VACATING A STREET RIGHT OF WAY LOCATED IN W.A. BURK'S TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0038).

WHEREAS, a petition was filed by CEI Engineering, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:
A portion of the street Right-of-Way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which is more particularly described as follows:
An existing Street Right-of-Way, approximately fifty (50) feet wide, running North and South between Lots 8 and 9 of Block 16 to the East and Lots 20 and 21 of Block 12 to the West.

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

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

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

A portion of the street Right-of-Way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which is more particularly described as follows:
An existing Street Right-of-Way, approximately fifty (50) feet wide, running North and South between Lots 8 and 9 of Block 16 to the East and Lots 20 and 21 of Block 12 to the West.

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 _____, 2020, 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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lots 11-12 of Griffin Addition Phase 2 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.

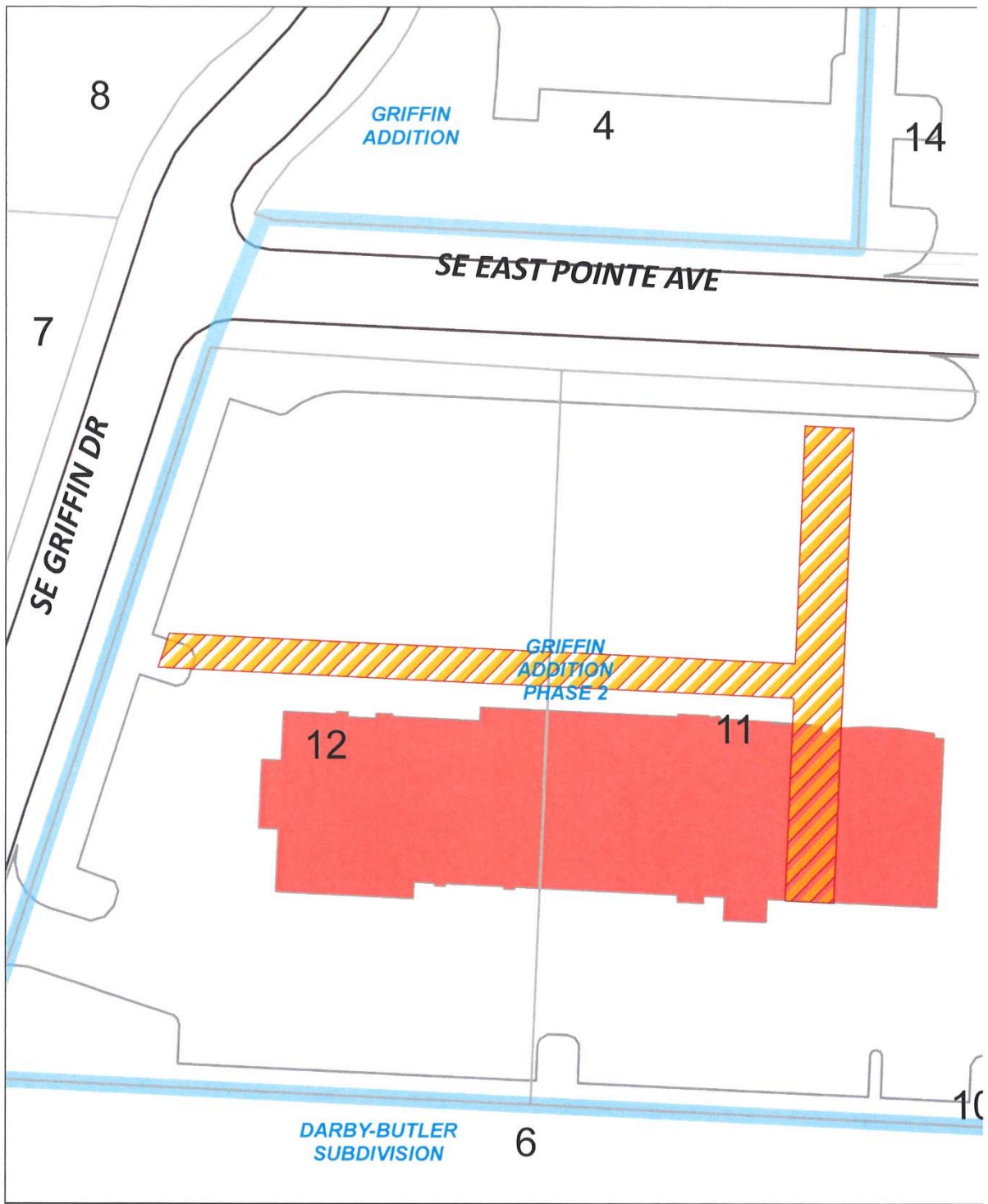
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 49 feet

VAC19-0039
Utility Easement Vacation



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOTS 11-12 OF GRIFFIN ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0039).

WHEREAS, a petition was filed by Crafton Tull 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:

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE II;
THENCE ALONG THE WEST LINE THEREOF S18 00'49" I W 120.20 FEET;
THENCE LEAVING SAID WEST LINE s87 0 17'31"E 20.74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF A UTILITY EASEMENT AS SHOWN IN PLAT RECORD BOOK 122 AT PAGE 30;
THENCE 97 0 17'31" I E 253.97 FEET;
THENCE N02 04'24"E 96.01 FEET;
THENCE 97 0 19 1 07 1'E 20.00 FEET;
THENCE S020441241"W 191.71 FEET;
THENCE N87 0 15'36"W 20.00 FEET;
THENCE N02 04'24"E 81.67 FEET;
THENCE N87 0 17'31"W 257.81 FEET;
THENCE N180 04'49"E 14.52 FEET TO THE POINT OF BEGINNING, CONTAINING 7416 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

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

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK

AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE II;
THENCE ALONG THE WEST LINE THEREOF S18°04'49" W 120.20 FEET;
THENCE LEAVING SAID WEST LINE s87°17'31"E 20.74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF A UTILITY EASEMENT AS SHOWN IN PLAT RECORD BOOK 122 AT PAGE 30;
THENCE 97°17'31" E 253.97 FEET;
THENCE N02°44'24"E 96.01 FEET;
THENCE 97°19'07" E 20.00 FEET;
THENCE S02°04'1241"W 191.71 FEET;
THENCE N87°15'36"W 20.00 FEET;
THENCE N02°44'24"E 81.67 FEET;
THENCE N87°17'31"W 257.81 FEET;
THENCE N18°04'49"E 14.52 FEET TO THE POINT OF BEGINNING, CONTAINING 7416 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance and Exhibit A, 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 _____, 2020 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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an access easement requested for Lots 11-12 of Griffin Addition Phase 2, 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.

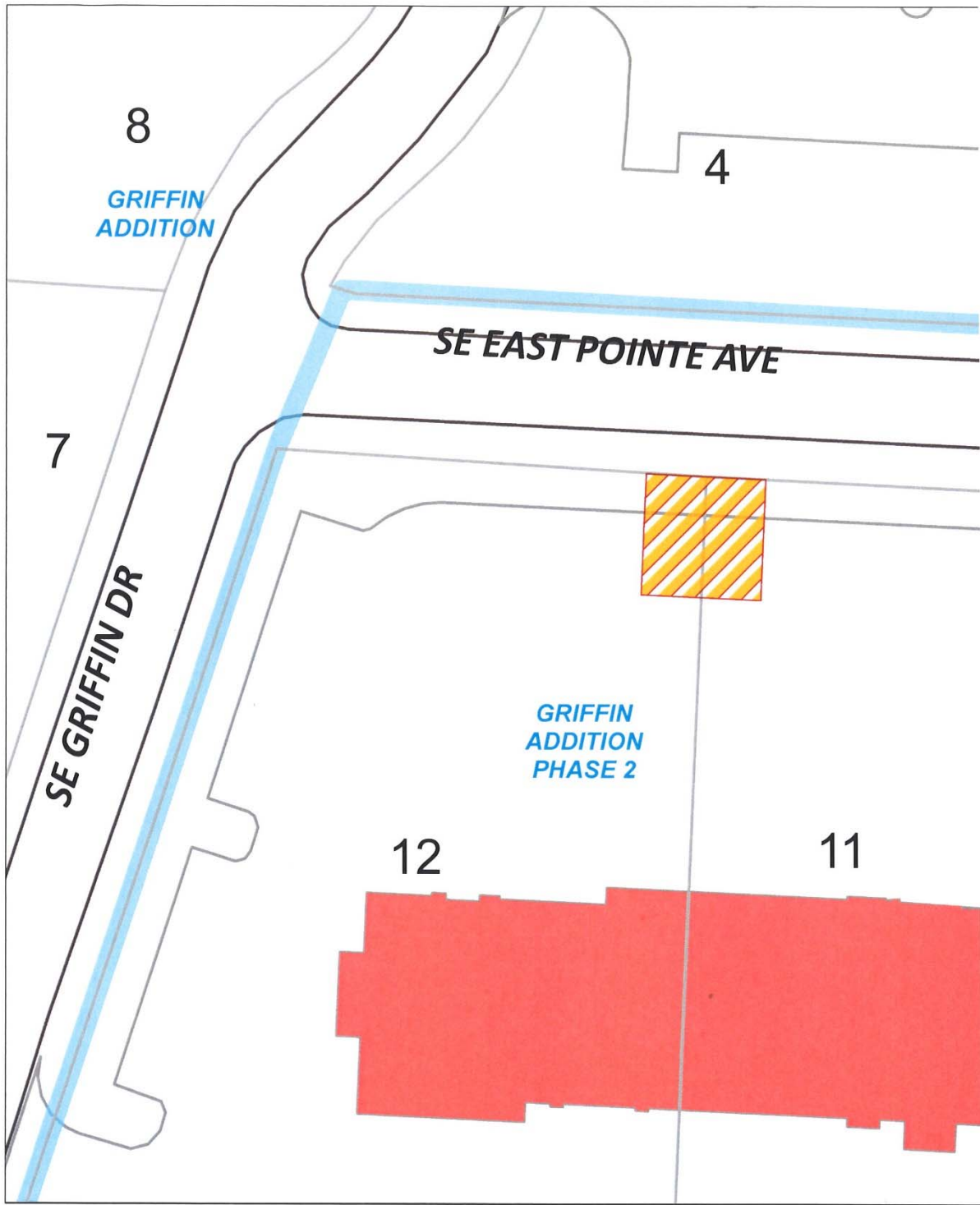
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 40 feet

VAC 19-0040
Access Easement Vacation



ORDINANCE NO _____

AN ORDINANCE VACATING AN ACCESS EASEMENT LOCATED AT LOTS 11-12 OF GRIFFIN ADDITION PHASE 2, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0040).

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

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE II, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE II, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS SHOWN IN PLAT BOOK 2011 AT PAGE 83;
THENCE S87° 19'07"E 20.00 FEET;
THENCE S02° 04' 14" W 40.00 FEET;
THENCE N87° 01' 17" W 40.00 FEET;
THENCE N02° 04' 43" E 40.00 FEET;
THENCE S87° 01' 07" E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1600 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

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

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE II, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN
ADDITION
PHASE II, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS
SHOWN IN PLAT
BOOK 2011 AT PAGE 83;
THENCE S87° 19'07"E 20.00 FEET;
THENCE S02° 40' 143 "1 w 40.00 FEET;
THENCE N87° 0' 19' 17" w 40.00 FEET;
THENCE N02° 40'43 "1 E 40.00 FEET;
THENCE S87° 0' 19' 07 "1 E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1600
SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance and Exhibit A, 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
_____, 2020 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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an access easement requested for Lot 11 of Griffin Addition Phase 2, 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.

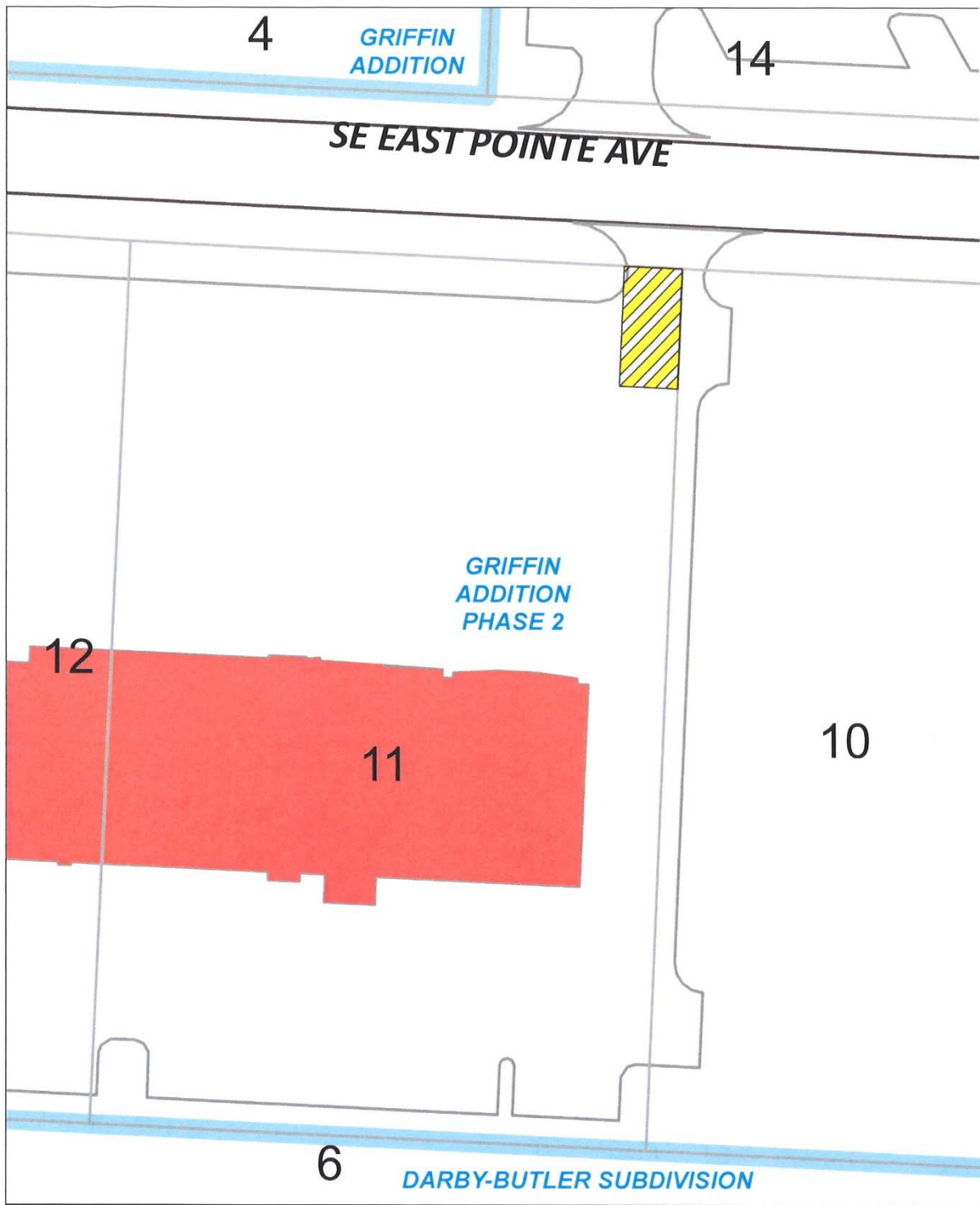
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





1 inch = 41 feet

VAC 19-0041
Access Easement Vacation



ORDINANCE NO. _____

AN ORDINANCE VACATING AN ACCESS EASEMENT LOCATED AT LOT 11 OF GRIFFIN ADDITION PHASE 2, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0041).

WHEREAS, a petition was filed Crafton Tull with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an access easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 11 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE I I, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS SHOWN IN PLAT BOOK 2011 AT PAGE 83;
THENCE S02°40'143"W 39.99 FEET;
THENCE N87°19'17"1 W 20.00 FEET;
THENCE N02°40'43"E 39.99 FEET;
THENCE S87°19'07"E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

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

PART OF LOT 11 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE I I, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS SHOWN IN PLAT BOOK 2011 AT PAGE 83;

THENCE S02°40'143"W 39.99 FEET;
THENCE N87°19'17"1 W 20.00 FEET;
THENCE N02°40'43"E 39.99 FEET;
THENCE s87°19'07"E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 800
SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance and Exhibit A, 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 _____, 2020 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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3190

ACTION REQUIRED:

A resolution setting a public hearing for January 28, 2020 for an Alley ROW Vacation at 407 SW C Street of Scoggan 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.

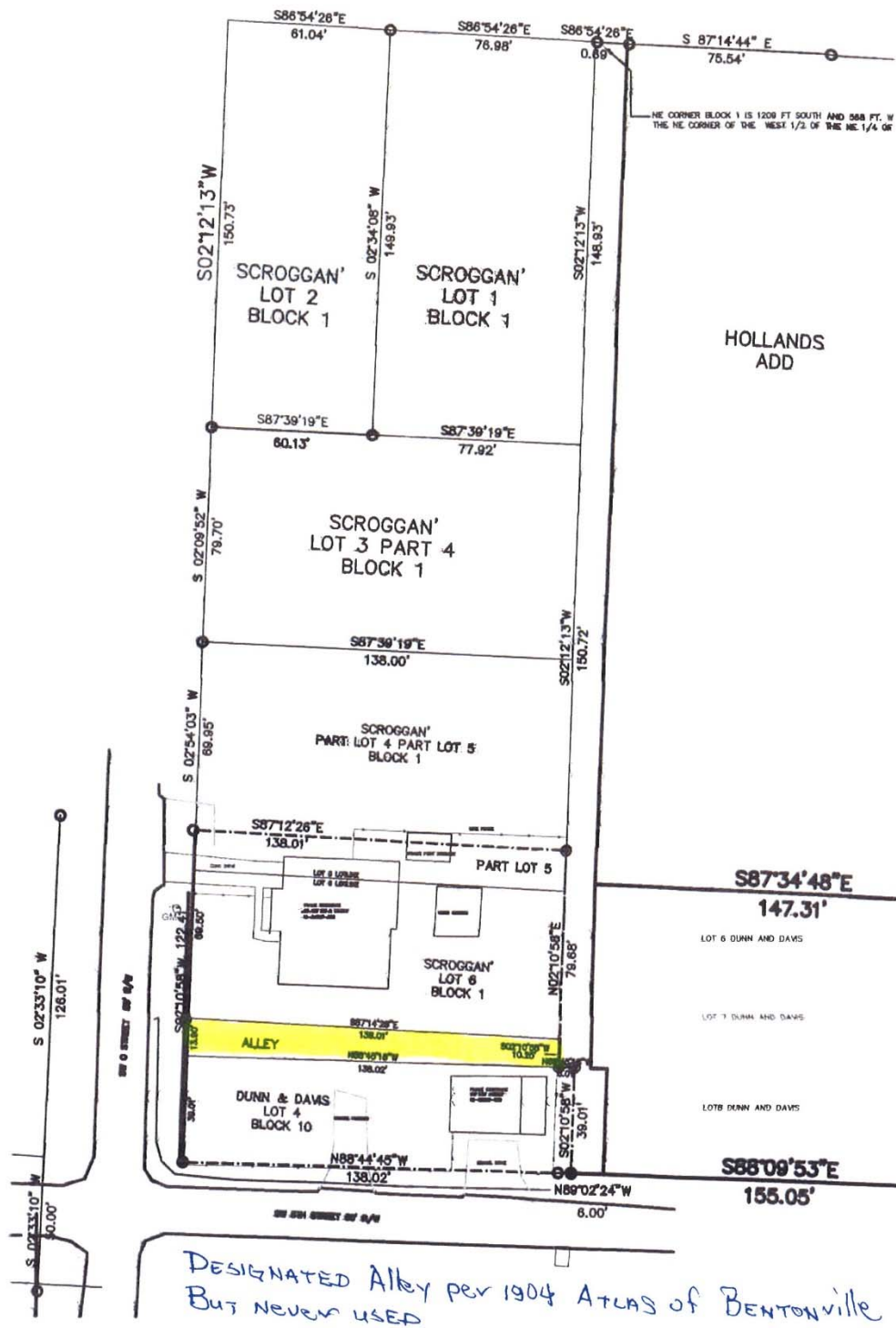
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

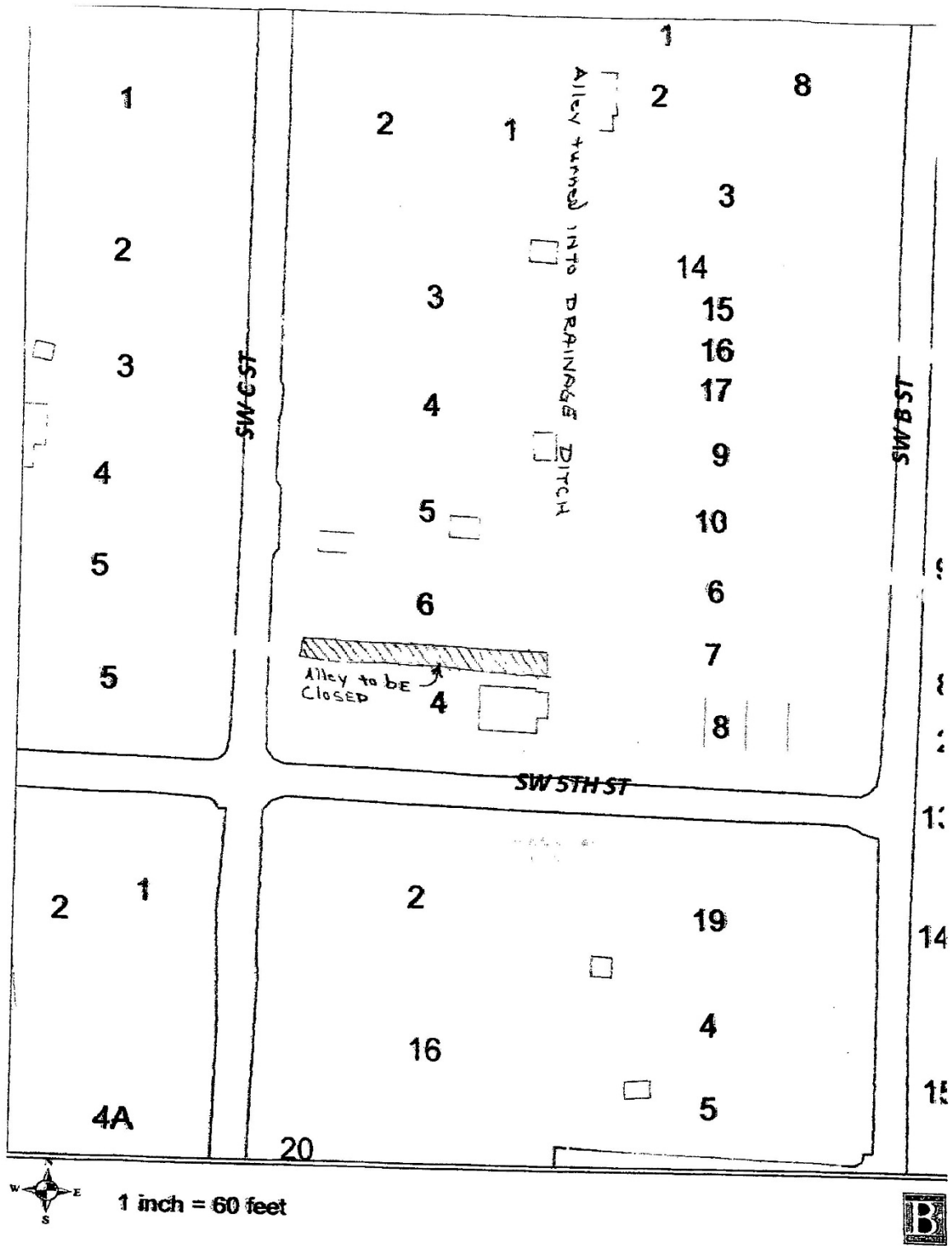
www.bentonvillear.com



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 requesting Alley Right-of-Way Vacation (VAC19-0043) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

PART OF THE NW ¼ OF THE NE ¼ AND PART OF THE SW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH OF RANGE 30 WEST BENTONVILLE, BENTON COUNTY, ARKANSAS: COMMENCING AT THE NE CORNER OF THE WEST ½ OF THE NE ¼ OF SAID SECTION T-20N, R-30W, THENCE 1203 FEET SOUTH AND 568 FEET WEST TO THE NORTHEAST CORNER OF SCROGGIN SUBDIVISION, THENCE S02°12'13"W 148.93 FEET TO A FOUND IRON PIN, THENCE S02°12'13"W 150.72 FEET TO A FOUND IRON PIN THENCE S02°10'58"W 69.43 FEET TO THE POINT OF BEGINNING, THENCE N87°14'28"W 138.01 FEET, THENCE S02°10'58"W 13.90 FEET, THENCE S88°45'18"E 138.00 FEET, THENCE N02°10'58"E 10.25 FEET TO THE POINT OF BEGINNING.

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 Alley Right-of-Way is set for a hearing January 28, 2020 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 _____, 2020 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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for January 28, 2020 for a Utility and Drainage Easement Vacation requested for Lot 1 of Williamsburg Heights (2301 NE Cobblestone Ln).

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 Cameron Smith requesting utility and drainage easement vacation (VAC19-0042) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A vacation of an existing Utility and Drainage Easement off the West 25' of Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

The East 6' of the West 25' of the above mentioned Utility and Drainage Easement, starting 30' North of the Blueberry Row line which is in Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility and drainage easement is set for a hearing on January 28, 2020 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 _____ 2020 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:

January 14, 2020

Submitted by:

Mark Brightwell

Department

Engineering

Phone

254-2026

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Garver, LLC, for additional design items and construction phase services related to the NW 3rd St & Walton Blvd Intersection Improvements project.

COST TO CITY:

Cost of this Request: \$68,000.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Mark D. Brightwell, Staff Engineer

Date: Thursday, January 02, 2020

Re: Amendment #1 to Agreement with Garver, LLC for the NW 3rd St & Walton Blvd Intersection Improvement Project

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an amendment to the original 2017 agreement with Garver, LLC for professional services for additional design items and to provide additional construction phase services as specified in the attached amendment. The additional design items were added as a result of unforeseen requirements through the design and ARDOT approval process. The additional construction phase services are required to provide adequate construction oversight and support to the City of Bentonville through the construction duration.

The additional cost to the original agreement, as amended, is \$68,000. These funds will come from the Street Bond Account.

Original 2017 Agreement	\$ 93,350
Previous Amendments	\$ 0
This Amendment	\$ 68,000
Adjusted Total	\$161,350

Please find the attached Amendment #1 for your reference.

Thank you for your consideration of this request. Please contact me at mbrightwell@bentonvillear.com or 479-254-2026 with any questions or comments.



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Bentonville
Bentonville, Arkansas
Project No. 17047100

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the **City of Bentonville** (Owner) and **Garver, LLC** (GARVER), dated July 25, 2017 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

NW 3rd Street and N. Walton Boulevard Intersection Improvement Project.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2 of the original contract is hereby amended as follows:

The following additional services shall be added to the scope of services:

1. Provide a SYNCHRO traffic analysis of the existing signalized intersections on Walton Boulevard to the north and south of the NW 3rd Intersection and evaluate any effects from adding a signalized intersection at NW 3rd.
2. Design a fiber optic line from the NW 3rd intersection to the David Glass signalized intersection.
3. Attend and prepare for a public involvement meeting.
4. Redesign the lane configuration and signal configuration to allow for a combined left turn/through lane and dedicated right-turn lane on the NW 3rd west and east approaches.
5. Prepare for and attend a pre-bid meeting.

In addition, the amount of time allowed for part-time resident construction observation shall be increased from a maximum of 96 hours to an average of 4 hours per workday during the duration of the 180 calendar day construction period. Therefore, Section 2.12.(7.) **Construction Phase Services** shall be replaced with the following:

7. Provide part-time resident construction observation services for the 180-calendar-day construction contract performance time. The proposed fee is based on an average of 4 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.



SECTION 3 – PAYMENT

The following fee amount summary table shall replace the existing table contained in Section 3 of the original contract:

WORK DESCRIPTION	ORIGINAL AMOUNTS	AMENDMENT NO. 1	FEE TOTALS	FEE TYPE
<i>Geotechnical Services (GHBW)</i>	\$0	\$0	\$0	HOURLY
<i>Record Research</i>	\$750	\$0	\$750	
<i>Utility Marking (ARKUPS)</i>	\$400	\$0	\$400	
<i>Surveys</i>	\$18,550	\$0	\$18,550	
<i>Traffic Studies</i>	\$8,750	\$0	\$8,750	
<i>Signalization Design</i>	\$15,600	\$0	\$15,600	
<i>Conceptual Design</i>	\$9,000	\$0	\$9,000	
<i>Preliminary Design</i>	\$0	\$0	\$0	
<i>Final Design</i>	\$18,600	\$0	\$18,600	
<i>Property Acquisition Documents</i>	\$0	\$0	\$0	
<i>Bidding Services</i>	\$3,900	\$0	\$3,900	
<i>Additional Services</i>	\$0	\$12,500	\$12,500	
<i>Construction Phase Services</i>	\$17,800	\$55,500	\$73,300	
TOTAL FEE	\$93,350	\$68,000	\$161,350	

The total maximum not to exceed amount paid to GARVER under this agreement is increased **\$68,000** from \$93,350 to \$161,350.

EXHIBIT B – HOURLY RATES & FEE SPREADSHEETS

The attached Exhibit B fee spreadsheets shall be either added to the original agreement or will replace an existing spreadsheet contained in the original agreement as specified in the attachment.



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

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

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: 12/10/2019

Attest: _____

Attest: _____



APPENDIX B

Walton Boulevard & NW 3rd Intersection Improvements
Garver Hourly Rate Schedule: July 2019 - June 2020

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

APPENDIX B

CITY OF BENTONVILLE NW 3rd AND WALTON BOULEVARD INTERSECTION IMPROVEMENTS AMENDMENT NO. 1

FEE SUMMARY

Title I Services	Estimated Fees		Totals
	Original	Amendment 1	
<i>Geotechnical Services</i>	\$0.00	\$0.00	\$0.00
<i>Record Research</i>	\$750.00	\$0.00	\$750.00
<i>Utility Marking</i>	\$400.00	\$0.00	\$400.00
<i>Surveys</i>	\$18,550.00	\$0.00	\$18,550.00
<i>Traffic Studies</i>	\$8,750.00	\$0.00	\$8,750.00
<i>Signalization Design</i>	\$15,600.00	\$0.00	\$15,600.00
<i>Conceptual Design</i>	\$9,000.00	\$0.00	\$9,000.00
<i>Preliminary Design</i>	\$0.00	\$0.00	\$0.00
<i>Final Design</i>	\$18,600.00	\$0.00	\$18,600.00
<i>Property Acquisition Documents</i>	\$0.00	\$0.00	\$0.00
<i>Bidding Services</i>	\$3,900.00	\$0.00	\$3,900.00
<i>Additional Services</i>	\$0.00	\$12,500.00	\$12,500.00
Subtotal for Title I Services	\$75,550.00	\$12,500.00	\$88,050.00
Title II Services			
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$17,800.00	\$55,500.00	\$73,300.00
Subtotal for Title II Services	\$17,800.00	\$55,500.00	\$73,300.00
PROJECT TOTALS	\$93,350.00	\$68,000.00	\$161,350.00

APPENDIX B

**CITY OF BENTONVILLE
NW 3rd AND WALTON BOULEVARD INTERSECTION IMPROVEMENTS
AMENDMENT NO. 1**

ADDITIONAL SERVICES [ADD THIS SHEET TO ORIGINAL AGREEMENT]

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Walton Boulevard SYNCHRO Analysis - Multiple Signal	2				12	6	
Design of Fiber Optic Line to David Glass Blvd.	2		16			8	2
Public Involvement Meeting	4						
Lane/Signal Reconfiguration	1				8	12	8
Pre-Bid Meeting	2				4		
Subtotal - Civil Engineering	11	0	16	0	24	26	10

Hours	11	0	16	0	24	26	10
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Salary Costs	\$2,992.00	\$0.00	\$2,848.00	\$0.00	\$3,024.00	\$2,808.00	\$790.00
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SUBTOTAL - SALARIES: \$12,462.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$38.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$38.00

TOTAL FEE: \$12,500.00

APPENDIX B

CITY OF BENTONVILLE NW 3rd AND WALTON BOULEVARD INTERSECTION IMPROVEMENTS AMENDMENT NO. 1

CONSTRUCTION PHASE SERVICES [REPLACE ORIGINAL SHEET WITH THIS SHEET]

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	C-3	C-2	C-1
	\$272.00	\$178.00	\$126.00	\$108.00	\$150.00	\$123.00	\$96.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting			3				
Progress Meetings with Contractor/City - 6 EACH	4		18				
Monthly Pay Requests - 7 MONTHS			14				
Shop Drawings/Material Submittals			8				
Record Drawings				4			
Resident Construction Observation (128 work days at avg. 4 hrs/workday)						512	
Prepare Change Orders			6				
Final Project Inspection and Punchlist			6			4	
Subtotal - Civil Engineering	4	0	55	4	0	516	0
Hours	4	0	55	4	0	516	0
Salary Costs	\$1,088.00	\$0.00	\$6,930.00	\$432.00	\$0.00	\$63,468.00	\$0.00
SUBTOTAL - SALARIES:	\$71,918.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$102.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$1,280.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,382.00						
TOTAL FEE:	\$73,300.00						

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH GARVER, LLC FOR PROFESSIONAL SERVICES FOR THE NW 3RD ST & WALTON BLVD INTERSECTION IMPROVEMENT PROJECT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended agreement with Garver, LLC for professional services for additional design items and construction phase services related to the NW 3rd St & Walton Blvd Intersection Improvement project, as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

254-2024

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a Service Agreement for professional services agreement with Meshek & Associates, LLC for the East Central Avenue and East Battlefield Blvd Drainage Analysis for an amount not to exceed \$31,800.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request: \$31,800

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	31,800
Funds Expended to Date		-
Remaining Budget		31,800
Budget Adjustment		-
Remaining After Adjustment	\$	31,800

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

CC: Dennis Birge

From: Dan Weese

Date: 1/9/2020

Re: Meshek & Associates, LLC East Central Avenue and East Battlefield Blvd
Drainage Analysis

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to approve this Service Agreement for an amount not to exceed \$31,800 plus reimbursable expenses. This work will be charged to Legal & Professional Services – Engineering Account (101630-43210) with funds rolled over from the 2019 budget.

The results of the drainage analysis will be to recommend 3 solutions to the flooding issues in a 120 acre area near East Central Avenue and East Battlefield Blvd. This issue has been identified as a high priority issue.

Thank you for your consideration of this request.



SERVICE AGREEMENT BETWEEN OWNER AND ENGINEER

OWNER INFORMATION:

Owner (company) name: City of Bentonville
Address: 3200 SW Municipal Drive
City: Bentonville State: AR Zip: 72712
Contact: Tony Davis Title: Street Manager
Telephone: 479-271-3130 Fax: _____ Email: todavis@bentonvillear.com

Nature of Owner:

☐ Individual/Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☒ Other: Municipality
State of formation (if an entity) or residence (if an individual): Arkansas
Tax ID/SSN: _____

ENGINEER INFORMATION:

Engineer (company) name: Meshek & Associates, LLC
Address: 1437 South Boulder Avenue, Suite 1550
City: Tulsa State: OK Zip: 74119
Contact: Chris Duncan Title: Associate Principal
Telephone: 918-392-5620 Fax: 918-392-5621 Email: cduncan@meshekengr.com

Nature of Engineer:

☐ Individual/Sole Proprietorship ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☐ Other: _____
State of formation (if an entity) or residence (if an individual): Oklahoma
Tax ID/SSN: _____

All invoices must be addressed and delivered to "Attn: Accounts Payable" at the appropriate address.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Bentonville ("Owner") and

Meshek & Associates, LLC ("Engineer").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

Pleasant View Drainage Analysis ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- Review existing information pertaining to the neighborhood drainage.
- Survey key structures needed for modeling.
- Develop detailed hydrologic model for areas (approx. 120 acres) upstream of Battlefield Blvd & Central Ave intersection.
- Develop detailed hydraulic model for main storm system (approx. 0.75 miles) through Pleasant View.
- Identify problem areas.
- Develop up to 3 alternatives per problem area.
- Prepare a summary report including conceptual design exhibit and cost estimate for recommended plan(s).
- General Project Management, QA/QC, and progress meetings.

AGREEMENT:

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 ***Payment Procedures***

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. If Owner fails to make any payment due Engineer for services and expenses within 90 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 ***Termination***

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. Owner may terminate performance of work under this contract due to a lack of funding by issuing a notice of termination in writing to the Engineer.

1. After receipt of notice of termination, the Engineer shall immediately proceed with the following obligations:
 - a. Stop work as specified in the notice.
 - b. Place no further subcontracts or complete any additional services for the contract.
 - c. Terminate all subcontracts for the extent they relate to the work terminated.
 - d. As directed by the Owner, transfer title and deliver to the Owner all work in process, completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Owner.
 - e. After termination, the Engineer shall submit a final invoice to the Owner. The Engineer shall submit the invoice promptly, but no later than 90 days from the effective date of termination, unless extended in writing by the Owner. The Owner shall pay the final invoice promptly in compliance with this contract. If the Engineer fails to submit the invoice within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Engineer because of the termination and shall pay the amount determined.
 - D. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 ***Successors, Assigns, and Beneficiaries***
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 3.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 **General Considerations**

- A. The standard of care for all professional consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended

or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and engineers; and (3) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 31,800.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

www.meshekengr.com

phone: 918-392-5620 • fax: 918-392-5621 • 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119

7.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's sub-consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit A.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

City of Bentonville

By: _____

Printed Name: _____

Title: _____

Date: _____

Meshek & Associates, LLC

By: 

Printed Name: Chris Duncan

Title: Associate Principal

Date: 12/23/2019

Firm's Certificate of Authority No.: 2330 (AR)

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Exhibit B Required Insurance Limits and Coverages for Engineers

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Engineer and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Engineer's obligations hereunder.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MESHEK & ASSOCIATES, LLC FOR THE EAST CENTRAL AVENUE AND EAST BATTLEFIELD BOULEVARD DRAINAGE ANALYSIS FOR 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 an Agreement with Meshek & Associates, LLC, for the East Central Avenue and East Battlefield Blvd Drainage Analysis for the City of Bentonville as per the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

254-2024

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a Service Agreement for professional services agreement with Meshek & Associates, LLC for the Water Tower Road and SE 8th Street Drainage Analysis for an amount not to exceed \$28,650.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request: \$28,650

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	28,650
Funds Expended to Date		-
Remaining Budget		28,650
Budget Adjustment		-
Remaining After Adjustment	\$	28,650

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

CC: Dennis Birge

From: Dan Weese

Date: 1/9/2020

Re: Meshek & Associates, LLC Water Tower Road and SE 8th Street Drainage Analysis

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to approve this Service Agreement for an amount not to exceed \$28,650 plus reimbursable expenses. This work will be charged to Legal & Professional Services – Engineering Account (101630-43210) with funds rolled over from the 2019 budget.

The results of the drainage analysis will be to recommend 3 solutions to the flooding issues in a 180 acre area near Water Tower Road and SE 8th Street. This issue has been identified as a high priority issue.

Thank you for your consideration of this request.



SERVICE AGREEMENT BETWEEN OWNER AND ENGINEER

OWNER INFORMATION:

Owner (company) name: City of Bentonville

Address: 3200 SW Municipal Drive

City: Bentonville State: AR Zip: 72712

Contact: Tony Davis Title: Street Manager

Telephone: 479-271-3130 Fax: _____ Email: todayis@bentonvillear.com

Nature of Owner:

☐ Individual/Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☒ Other: Municipality

State of formation (if an entity) or residence (if an individual): Arkansas

Tax ID/SSN: _____

ENGINEER INFORMATION:

Engineer (company) name: Meshek & Associates, LLC

Address: 1437 South Boulder Avenue, Suite 1550

City: Tulsa State: OK Zip: 74119

Contact: Chris Duncan Title: Associate Principal

Telephone: 918-392-5620 Fax: 918-392-5621 Email: cduncan@meshekengr.com

Nature of Engineer:

☐ Individual/Sole Proprietorship ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☐ Other: _____

State of formation (if an entity) or residence (if an individual): Oklahoma

Tax ID/SSN: _____

All invoices must be addressed and delivered to "Attn: Accounts Payable" at the appropriate address.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Bentonville ("Owner") and

Meshek & Associates, LLC ("Engineer").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

College Place/Meadowbrook Farms Drainage Analysis ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- Review existing information pertaining to the neighborhood drainage.
- Survey key structures needed for modeling.
- Develop detailed hydrologic model for areas (approx. 180 acres) upstream of SE Yale St & SE 10th St intersection.
- Develop detailed hydraulic model for main storm system (approx. 0.70 miles) through College Place.
- Identify problem areas.
- Develop up to 3 alternatives per problem area.
- Prepare a summary report including conceptual design exhibit and cost estimate for recommended plan(s).
- General Project Management, QA/QC, and progress meetings.

AGREEMENT:

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

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2.01 Payment Procedures

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. If Owner fails to make any payment due Engineer for services and expenses within 90 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. Owner may terminate performance of work under this contract due to a lack of funding by issuing a notice of termination in writing to the Engineer.

1. After receipt of notice of termination, the Engineer shall immediately proceed with the following obligations:
 - a. Stop work as specified in the notice.
 - b. Place no further subcontracts or complete any additional services for the contract.
 - c. Terminate all subcontracts for the extent they relate to the work terminated.
 - d. As directed by the Owner, transfer title and deliver to the Owner all work in process, completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Owner.
 - e. After termination, the Engineer shall submit a final invoice to the Owner. The Engineer shall submit the invoice promptly, but no later than 90 days from the effective date of termination, unless extended in writing by the Owner. The Owner shall pay the final invoice promptly in compliance with this contract. If the Engineer fails to submit the invoice within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Engineer because of the termination and shall pay the amount determined.
 - D. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 ***Successors, Assigns, and Beneficiaries***
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 3.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement

will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 **General Considerations**

- A. The standard of care for all professional consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended

or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and engineers; and (3) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 28,650.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's sub-consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit A.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

City of Bentonville

By: _____

Printed Name: _____

Title: _____

Date: _____

Meshek & Associates, LLC

By: _____

Printed Name: Chris Duncan

Title: Associate Principal

Date: 12/23/2019

Firm's Certificate of Authority No.: 2330 (AR)

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Exhibit A Consultant's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit A and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Allowance for Office Work:

Project Principal II	\$	245/hour
Project Principal I	\$	230/hour
Project Manager	\$	175/hour
Senior Project Engineer	\$	140/hour
Project Engineer	\$	125/hour
Engineer Intern	\$	110/hour
Senior Engineering Technician	\$	115/hour
Engineering Technician	\$	75/hour
Senior CAD Designer	\$	115/hour
CAD Designer	\$	100/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	175/hour
Survey Project Manager	\$	150/hour
Survey Crew Chief	\$	100/hour
Survey Crew Technician	\$	75/hour
Survey CAD Technician	\$	90/hour
LiDAR Survey Crew	\$	250/hour
LiDAR Data Specialist	\$	100/hour
Technology Solutions Manager	\$	215/hour
Programmer	\$	155/hour
GIS Principal	\$	185/hour
GIS Project Manager	\$	160/hour
GIS Specialist II	\$	135/hour
GIS Specialist I	\$	100/hour
GIS Analyst	\$	80/hour
GIS Technician	\$	70/hour
GPS Field Technician	\$	60/hour
Planning/Grant Project Manager	\$	130/hour
Planner	\$	95/hour
Senior ROW Project Manager	\$	170/hour
ROW Project Manager	\$	130/hour

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Acquisition/Relocation Specialist	\$	110/hour
Acquisition/Relocation Agent	\$	85/hour
Real Estate Trainee	\$	75/hour
Contract Administrator	\$	130/hour
Administrative	\$	100/hour

Allowance for Travel:

Total mileage traveled for field and office visits
@ Current IRS rate.

Reproduction costs:

In-house reproduction		
8-1/2"x11" print	\$	0.10/each
8-1/2"x14" print	\$	0.15/each
11"x17" print	\$	0.25/each
Black and White Plots	\$	2.50/each
Color Plot	\$	5.00/each
Mylars	\$	7.00/each
USB Flash Drive	\$	10.00/each
Per Diem – Meals	@	Current GSA Rate
Per Diem – Lodging	@	Current GSA Rate

Miscellaneous outside expenses and fees: Cost plus 5%

Exhibit B Required Insurance Limits and Coverages for Engineers

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Engineer and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Engineer's obligations hereunder.

www.meshekengr.com

phone: 918-392-5620 • fax: 918-392-5621 • 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MESHEK & ASSOCIATES, LLC FOR THE WATER TOWER ROAD AND SE 8TH STREET DRAINAGE ANALYSIS FOR 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 an Agreement with Meshek & Associates, LLC, for the Water Tower Road and SE 8th Street Drainage Analysis for the City of Bentonville as per the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

254-2024

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associated, LTD for Bentonville City-Wide Master Drainage Analysis. Budget will be requested as each phase is presented for approval. The total cost for the scope of work in the MSA is projected to be \$800,000.00.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum

To: City Council, Mayor Orman
CC: Dennis Birge
From: Dan Weese
Date: 1/2/2020
Re: FTN Associates, LTD. Master Services Agreement

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associates, LTD. for engineering services associated with the Bentonville City-Wide Master Drainage Analysis. Budget will be requested as each phase is presented for approval. The total cost for the scope of work in the MSA is projected to be \$800,000.00.

Thank you for your consideration of this request.



3 Innwood Circle, Suite 220 • Little Rock, AR 72211 • (501) 225-7779 • Fax (501) 225-6738

December 16, 2019
dweese@bentonvillear.com

Mr. Dan Weese, PE
City Engineer
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

RE: Master Services Agreement for the Bentonville City-Wide Master Drainage Analysis,
Bentonville, Arkansas
FTN No. P4209-2171-001

Dear Mr. Weese:

This agreement is intended to be a Master Services Contract, as described in RFQ-19-48, between FTN Associates, Ltd., and the City of Bentonville that defines our general working relationship.

Specific work orders will be negotiated on a project by project basis to define the scope of services, schedule, and payment terms (Exhibit A). Each work order will be subject to the Standard Terms and Conditions for FTN Contracts with the City of Bentonville as set forth in Exhibit B. Any special contractual terms will also be noted in the work orders.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (i.e., Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for each work order will be based on either a time and materials or a lump sum basis as specified in the work order.

The Client rates included as Exhibit C will be used for all time and material work orders and any requested Additional Services. These rates will be updated on an annual basis.

Initial _____

Regional Offices: Fayetteville, AR; Baton Rouge, LA; Chesterfield, MO • www.ftn-assoc.com • ftn@ftn-assoc.com

Mr. Dan Weese, PE
December 16, 2019
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

The terms of this agreement will continue indefinitely unless terminated in writing by either party.

This agreement, which includes Exhibits A, B, and C consisting of seven pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing, if signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter and initialing each page in the space provided and returning it to us.

Please do not hesitate to call me or Travis Scott, PE, PG, CFM at (479) 571-3334 if you have any questions relating to this agreement or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.

Accepted this _____ day
of _____, 2020


K.L. Farmer III, PE, CFM
Project Manager

By _____
Authorized Representative
City of Bentonville

KLF/kae

Attachments

S:\PROPOSALS\04209-2171-001\FINAL\MASTER SERVICES AGREEMENT\2019-12-16 FTN PROP CITY OF BENTONVILLE-MSA.DOCX



Initial _____

EXHIBIT A

Proposed General Scope of Services City-Wide Master Drainage Analysis Bentonville, Arkansas

Attached to and made a part of a Master Services Agreement (MSA) dated December 16, 2019 between FTN Associates, Ltd. (FTN) and the City of Bentonville, Arkansas (Client) in respect to the MSA described therein. The general objectives, tasks, and assumptions for the MSA follow:

MSA OBJECTIVE

The objective of this MSA is to allow the Client and FTN to generate Work Orders to review and develop plans to address their current and future drainage issues throughout the City and to develop sustainable solutions that can be implemented and work in concert with other City Master Plans.

PROJECT TASKS

The following generalized tasks, which are proposed for inclusion, but not limited to, in this MSA are listed below. Additional and more detailed scopes will be provided as part of each individual Work Order.

- Hydrologic and hydraulic analyses.
- Data gathering, including survey.
- Review of current stormwater system to identify deficiencies.
- Recommendation and prioritization of project improvements.
- Cost Estimation for project improvements.
- Design of improvements and preparation of construction documents.
- Identifying funding options and assisting the City in developing documentation necessary to secure funding.
- Reviewing the City's current Stormwater Management and Drainage Manual, ordinances, and submittal procedures and recommending revisions as necessary.
- Outreach and Coordination with project stakeholders, including the City Council, City Staff, community stakeholders, and the public.
- Other tasks as requested.

Project specific tasks, schedule, and fee will be summarized on the Work Order Form template provided on the next page. Each Work order will be submitted to the City for review and approval prior to proceeding.



Initial _____

FTN Associates, Ltd.
124 W Sunbridge Drive
Suite 3
Fayetteville, AR 72211
(501) 225-7779
(501) 225-6738 FAX

EXHIBIT A

**WORK ORDER ISSUED
In Accordance with Client's
Master Services Agreement Dated December 16, 2019**

Work Order No. (Year)-(#)
FTN Project Number: R04209-2171-001

Date: <Date>

PURPOSE: Provide *[professional engineering, wetland, consulting, environmental consulting, etc.]* services related to *[description or name of project]* located *[in, near, etc.]* *[city, county, etc.]*, State (the Project).

SCOPE: *Our Basic Services for the Project will generally consist of the following tasks:*

1. *Perform a site reconnaissance to etc.*
2. *Develop, evaluate, etc.*
3. *Based on the results, prepare a letter report etc.*

We will also furnish such Additional Services as you may request.

COMPENSATION: *PM select the appropriate fee basis paragraphs from the following:*

1. Time and materials

Our fee for Basic Services will be based on time and materials for services rendered by our principals and employees engaged directly on the Project. The total fee for Basic Services will not exceed \$ _____ without prior approval from you. Any Additional Services will be charged on the basis of time and materials according to the Client Rates (Exhibit C) effective at the time of signing this Work Order.



Initial _____

2. Lump Sum

You will pay us for our Basic Services a lump sum fee of \$_____ for services rendered by our principals and employees engaged directly on the Project. Any Additional Services will be charged on the basis of time and materials according to the Client Rates (Exhibit C) effective at the time of signing this Work Order. Additional Services will be approved by you prior to proceeding.

SCHEDULE:

We expect to start our services *[promptly, within specific time frame]* after receipt of your acceptance of this work order and to complete our services by _____ or within _____ days of receipt of _____ *[and any special condition such as receipt of information, etc.]*. *[If appropriate, add any statement needed with regard to time to start specific tasks, limiting conditions, etc.]*

SPECIAL CONTRACT TERMS:

[add any special contract terms here]

Accepted by:

Project Manager
FTN Associates, Ltd.

Authorized Representative
City of Bentonville

Date

Date



Initial _____

EXHIBIT B

**Standard Terms and Conditions
For FTN Contracts with
the City of Bentonville, Arkansas**

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. Nothing contained herein shall waive any governmental immunity CLIENT may be entitled to by law.
5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any



Initial _____

verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of \$1,000,000.
9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.



Initial _____

Exhibit B
December 16, 2019
Page 3

11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



Initial _____

EXHIBIT C

Existing Client Rates 2020 Fee Schedule¹ - FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 201.00
Professional 6	179.00
Professional 5	158.00
Professional 4	140.00
Professional 3	124.00
Professional 2	107.00
Professional 1	95.00
Technician 4	97.00
Technician 3	86.00
Technician 2	75.00
Technician 1	62.00
Executive Assistant	72.00
Word Processing	62.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2020 - December 31, 2020



Initial _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MASTER AGREEMENT FOR
PROFESSIONAL SERVICES WITH FTN ASSOCIATED,
LTD FOR THE CITYWIDE MASTER DRAINAGE
ANALYSIS FOR 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
Master Agreement for Professional Services with FTN Associated LTD for the Bentonville
Citywide Master Drainage Analysis as per the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

254-2024

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with FTN Associated, LTD for Bentonville City-Wide Master Drainage Analysis Phase 1 Work Order for an amount not to exceed \$70,400.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request: \$70,400

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
CC: Dennis Birge
From: Dan Weese
Date: 1/2/2020
Re: FTN Associates, LTD. Work Order No. 2019-01

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to approve Work Order No. 2019-01 for an amount not to exceed \$70,400.00 plus reimbursable expenses. This Work Order covers services outlined in the Master Services Agreement for the Bentonville City-Wide a professional services agreement with FTN Associates, LTD.

Thank you for your consideration of this request.

Exhibit A

**WORK ORDER ISSUED
In Accordance with Client's
Master Services Agreement Dated December 16, 2019**

FTN Associates, Ltd.
124 W Sunbridge Drive
Suite 3
Fayetteville, AR 72703
(479) 571-3334
(479) 571-3338 FAX

Work Order No. 2019-01
FTN Project Number: R04209-2171-001

Date: December 16, 2019

PURPOSE: Provide professional engineering services related to developing hydrologic and hydraulic models and analyzing potential regional detention options in downtown Bentonville, AR, and reviewing the stormwater manual for the City of Bentonville (the Project).

SCOPE: Our Basic Services for the Project will generally consist of the following tasks:

1. Downtown Drainage Analysis
 - 1.1. Process LiDAR topographic data for use in development of hydrologic and hydraulic models. No survey is proposed as part of this scope, but it can be provided as Additional Services if necessary.
 - 1.2. Perform an existing conditions hydrologic analysis for the area bounded by Tiger Boulevard to the north, J Street to the east, 8th Street to the south, and Walton Boulevard the west (Project Area). Flow Hydrographs will be developed for the 50-, 10-, 4-, 2-, and 1-percent annual chance events (2-, 10-, 25-, 50-, and 100- year events).
 - 1.3. Evaluate potential increases in runoff for ultimate development conditions based on the City's future landuse plan or a standard percentage increase in impervious surface on a residential lot (to be developed based upon review of recent residential projects and with input from City staff).
 - 1.4. Determine volume of detention required to maintain basin outflows at desired levels determined with input from the City.
 - 1.5. Develop a large-scale, limited-detail hydraulic model representing runoff surface-flow in order to determine prevailing drainage patterns within the Project Area and identify potential locations for detention basins or alternative detention options. Obtain field measurements (not detailed survey) for major roadway crossings for inclusion in the hydraulic model.



Initial _____

- 1.6. Perform a desktop review of the minor system (sub-surface) to determine the extents of improvements that may be required to facilitate drainage to the potential pond locations. Detailed modeling of the existing minor drainage system will not be performed as part of this work order.
- 1.7. Summarize results in a letter report and meet with City staff to discuss findings and identify preferred locations.
2. Stormwater Management and Drainage Manual Review
 - 2.1. Obtain digital files of the Stormwater Management and Drainage Manual and relevant ordinances related to the stormwater management program and drainage from the City of Bentonville, in Word format when available. If Word format files are not available, the review and draft revisions will proceed using the commenting function in PDF files. Additional Services will be required to recreate the Word files from other formats.
 - 2.2. Meet with Client representatives to initiate project activities and to obtain initial input from Client on issues and constraints relative to potential revisions to its ordinances. FTN will conduct a preliminary review of the documents prior to this meeting.
 - 2.3. Following the initial meeting, FTN will conduct a detailed review of the documents to identify discrepancies and apparent deficiencies within and among the ordinances and will prepare a brief written summary of the identified issues. FTN will develop preliminary recommendations for resolving the issues identified (e.g., clarifying design storm requirements, etc.).
 - 2.4. FTN will meet with City representatives to present the identified issues within the ordinances and the general recommendations for potential revisions. The objective of this meeting is to obtain City concurrence prior to preparing the final recommendations.
 - 2.5. Based on the outcome of the meeting in Task 2.4, FTN will prepare a draft revised version of the Stormwater Management and Drainage Manual, as well as presenting proposed language for recommended revisions to relevant portions of the current stormwater management and drainage related ordinances of the City. FTN will provide drafts of these documents to City for review and comment. Based on written comments received from City on the draft report, FTN will finalize and provide the City with Microsoft Word (if provided by Client) or PDF files.
3. Coordinate with the City, including routine project emails and telephone calls, as well as monthly invoicing and associated progress reports.
 - 3.1. Task 1 includes up to three meetings at City office in Bentonville or FTN office in Fayetteville; initial, preliminary, final.
 - 3.2. Task 2 includes up to three meetings at City office in Bentonville or FTN office in Fayetteville; initial, final, and one additional meeting with either community stakeholders or the City Council.
 - 3.3. City input for the Manual and Ordinance revisions will be provided at the initial and preliminary meeting stages. Based on this input, FTN will prepare draft revisions to the



Initial _____

manual. The City may provide written comments on the draft for inclusion in the final draft. If further revisions are requested, they will be performed as Additional Services.

We will also furnish such Additional Services as you may request.

You will pay us for our Basic Services a lump sum fee of \$70,400 for services rendered by our principals and employees engaged directly on the Project. Any Additional Services will be charged on the basis of time and materials according to the current rates under the Master Services Agreement. Additional Services will be approved by you prior to proceeding.

SCHEDULE: We expect to start our services promptly after receipt of your acceptance of this work order and to complete our services within five months of receipt of notice to proceed.

ASSUMPTIONS: Our Basic Services, Schedule, and fee for the Project are based on the following assumptions:

1. Terrain data used for the project will be the latest publicly available LiDAR data or other data provided by the City. No survey is proposed for this Work Order. If survey is required, it will be provided as Additional Services.
2. Property identification and conceptual pond sizing will be based on publicly available County parcel data. Property boundary surveys are not included in the scope of this Work Order. If survey is required, it will be provided as Additional Services.

SPECIAL CONTRACT TERMS:
None.

Accepted by:



Project Manager
FTN Associates, Ltd.

December 16, 2019
Date

Authorized Representative
City of Bentonville

Date

S:\PROPOSALS\04209-2171-001\FINAL\MASTER SERVICES AGREEMENT\2019-12-16 FTN PROP CITY OF BENTONVILLE-WO 2019-01.DOC



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO WORK ORDER NUMBER ONE (1) TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH FTN ASSOCIATED, LTD FOR THE CITYWIDE MASTER DRAINAGE ANALYSIS FOR 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 Work Order Number One (1) to the Master Agreement for Professional Services with FTN Associated LTD for the Bentonville Citywide Master Drainage Analysis as per the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

254-2024

ACTION REQUIRED:

Budget adjustment to cover Master Services agreement for the Bentonville City-Wide Master Drainage Analysis Work Order No. 2019-01 for \$70,400.00 plus reimbursable expenses.

COST TO CITY:

Cost of this Request:	\$70,400
Additional Budget Amount	\$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	70,400
Funds Expended to Date		-
Remaining Budget		70,400
Budget Adjustment		-
Remaining After Adjustment	\$	70,400

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Engineering

Date of Request: January 2, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
101630-43210	Professional Services		\$ 70,400.00	\$ (70,400.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 70,400.00	\$ (70,400.00)

Justification:

Budget adjustment of \$70,400.00 to cover costs of Work Order Number 2019-01 for the first phase of the City-Wide Master Drainage Analysis with FTN. This will be funded from General Fund reserves.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum

To: City Council, Mayor Orman
CC: Dennis Birge
From: Dan Weese
Date: 1/2/2020
Re: FTN Associates, LTD. Budget Adjustment Request Form

Staff requests Council approval of the Budget Adjustment to fund \$70,400 for Work Order 1 of the City-Wide Master Drainage Analysis.

Thank you for your consideration of this request.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

Budget adjustment, in the amount of \$2,000.00, to recognize receipt of a grant from the Arkansas Alternative Dispute Resolution Commission for Court mediation program.

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: District Court

Date of Request: January 14, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
10-1210-334-10-00	State Grant	\$2,000.00		\$ 2,000.00
10-1210-412-34-10	Professional Service/Other		\$2,000.00	\$ (2,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 2,000.00	\$ 2,000.00	\$ -

Justification:

Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Commission and allocating funds to expenses related to a mediation program.

FOR ACTING USE ONLY

Council Action: ☒ Approved ☐ Disapproved ☐ Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE



DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION
2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Jones
Date: December 30, 2020
Re: City Council approval of a budget adjust of \$2,000.00, for a mediation program of our Small Claims and/or Civil cases

The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$2,000.00 to continue to grow a mediation program primarily targeted for our Small Claims cases but can be used for our Civil cases as well.

This program will allow our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator often times is able to resolve disputes in a manner that results in a greater sense of satisfaction to both parties despite their original differing opinions. This is a completely voluntary program to which both parties would have to agree.

Should you have any questions regarding this grant and/or program please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillar.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a contract with Power System Engineering, Inc. to perform an Electric System Master Plan for \$68,000.00.

COST TO CITY:

Cost of this Request: \$68,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: January 14, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Electric System Master Plan – PSE, Inc.**

BEUD recommends entering into a contract with Power System Engineering, Inc. to perform a system wide master plan for \$68,000.

PSE will analyze the existing system, look at growth patterns, future load projections, and prepare a 10-year system plan. This plan will consist of possible new substations, ties between substations, single to 3-phase line upgrades, and any aged facilities that need to be replaced, and other system improvements. The plan will prioritize the improvements and the proposed costs associated with the improvements.

The prioritized list and costs will be used during a Cost of Services analysis that will be conducted later in 2020 to ensure that the funds will be there for the future of Bentonville's electric system.

The \$68,000 is a 2020 budgeted item.



Electric System Master Plan

Prepared for:

The City of Bentonville, AR



January 9, 2019

Contact: Erik S. Sonju, P.E.

sonjue@powersystem.org

Direct: 608-268-3501

Mobile: 608-695-8414

1532 W. Broadway
Madison, WI 53713

www.powersystem.org

Forward-Thinking Professionals
Helping Clients and Colleagues **ACHIEVE** Their **Goals**

December 26, 2019

Mr. Travis Matlock, PE
Mr. Wayman Thurman, PE
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

Subject: Electric System Master Plan

Dear Travis and Wayman:

In response to your request, Power System Engineering, Inc. (PSE) respectfully submits the enclosed Electric System Master Plan proposal for the City of Bentonville's consideration.

PSE has provided quality engineering services to electric utilities for over 45 years. We understand what is needed to complete your project, have the necessary resources and expertise, and are committed to producing high quality and timely work to the satisfaction of the City of Bentonville and the community it serves.

The enclosed proposal reflects, to the best of our understanding, City of Bentonville's needs and the timeframe in which we understand those needs should be met. Should you want us to modify any aspect of our proposal, please let me know. We are flexible to tailor tasks, level of detail, schedule, or costs to find the balance you desire.

We are excited about the possibility of working with City of Bentonville on this project. You will find our team to be professional, experienced, and dedicated to quality work. By choosing PSE, you can be confident of a successful project. We appreciate your consideration of PSE for this project and hope to begin working with you soon.

Sincerely,



Erik S. Sonju, PE
President

Endorsement

The undersigned accepts this proposal for engineering services and hereby authorizes Power System Engineering, Inc. to proceed with the services outlined herein.

By: _____
City of Bentonville

Date: _____

1532 W. Broadway, Madison, WI 53713 • 866.825.8895 • www.powersystem.org

ADDITIONAL LOCATIONS: Minneapolis, WI • Marietta, OH • Prinsburg, MN • Sioux Falls, SD • Topeka, KS

Table of Contents

1	Methodologies/Process	2
1.1	Kick-off Meeting / Data Collection	2
1.2	Engineering Analysis Model Development	3
1.3	Prepare Load Projections	3
1.4	Update Engineering Model for Analysis.....	3
1.5	Perform Existing System Analysis.....	3
1.6	Prepare a 10-Year System Plan.....	4
1.7	Present Final Study Documentation.....	5
2	Schedule.....	5
3	Cost	6

1 Methodologies/Process

Regardless of the type of planning study that is conducted, there is a certain amount of effort required to establish the base on which all proceeding engineering analysis is performed. Base development items typically include data collection, review of historical data, and preparation of the engineering model and maps. Once the base work has been completed the engineering analysis can begin and necessary system improvements can be identified. Although some base work is repeated with each future study, much of the base development work in this proposal can be used in potential future study work with much less effort. The following describes what Power System Engineering has included as a full study approach for Bentonville's electrical system study for this proposal.

1.1 Kick-off Meeting / Data Collection

Power System Engineering (PSE) will work closely with Bentonville staff to facilitate project communications that may include regular conference calls, emails and meetings. At the start of the project, it is anticipated that a kick-off meeting will be held with Bentonville staff and PSE in person at the Bentonville office location.

The major objectives of the kick-off meeting are to:

1. Refine PSE approach, scope of work, planning horizon and schedule as needed.
2. Review the information needs of the study and assign collection responsibilities.
3. Discuss system peak loads and specific area peak loads.
4. Review potential growth areas and discuss proper methodology for implementing growth in those areas.
5. Discuss system reliability concerns, capacity issues, and delivery point concerns and availability.
6. Develop planning criteria for use in the analysis, such as voltage limits, conductor and equipment loading, and system operational philosophies.
7. Discuss preparation of unit cost estimates for any necessary projects. Unit costs for distribution projects will be based in part on any historical construction costs, as available, taking into account anticipated material and labor cost increases. PSE will develop the final unit costs, with Bentonville input and approval, based on our experiences and the data supplied.

1.2 Engineering Analysis Model Development

PSE will use the existing Bentonville electrical system model for completion of this study. The model will be reviewed to ensure proper functionality and load distribution for use in the model. The details of this model will be verified through existing system data provided to PSE as well as discussions with Bentonville staff. It is assumed that Bentonville will provide a model with current billing load allocated and in a condition that will require minimal effort to obtain a base model.

1.3 Prepare Load Projections

Once all needed information is obtained, PSE will prepare load projections, with input from Bentonville staff. Peak season load projections will be prepared for the entire system or specific area or feeder to the end of the planning period.

1. In concert with Bentonville staff, determine areas with low, medium low, medium high and high growth potential.
2. Develop a database of historical monthly peak kW demands by substation or feeder.
3. With the guidance of Bentonville staff, prepare growth rates and projected loads for the next 10 years for each growth area.
4. Identify new load growth areas and develop potential load levels for these areas.

1.4 Update Engineering Model for Analysis

Upon completion of the load projections, PSE will utilize those projections to apply load growth and spot loads to the model. These spot loads will account for new areas of potential development that currently do not exist on the Bentonville system. Load growth for existing load will be applied based on load development potential in existing areas and account for currently saturated areas with little potential for growth.

1.5 Perform Existing System Analysis

Once a model has been developed with projected 10-year loads applied the system can be analyzed based on the planning criteria. This analysis will identify and document the status of voltage, loading, and reliability criteria violations on the distribution circuits as they currently exist. The analysis will also compare projected loading data to equipment ratings and identify any deficiencies that may arise.

1.6 Prepare a 10-Year System Plan

Based on the planning criteria and violations identified in the analysis, a project list can be identified that will provide the most efficient and economical solutions to facilitate the system growth and age. The recommendations from the analysis that will be the base for the system plan will:

1. Provide a list of projects where the present system will not be able to serve the end of the planning horizon load levels based on defined system planning criteria such as voltage, loading, reliability and contingency criteria. PSE will work closely with Bentonville staff while evaluating the WindMil model results to obtain direct input into this project list.
2. Analyze problem areas with regard to the following types of system improvements:
 - New substations.
 - Ties between substations.
 - Conversion of small conductor three-phase lines to large conductor three-phase.
 - Single-phase to three-phase conversions.
 - Replacement of existing aged and deteriorated facilities.
 - Addition of capacitors and voltage regulators.
 - Increasing distribution voltage.
 - System configuration changes.
 - Use of distribution automation.
3. Provide a brief narrative indicating the project and need for each project (age and condition, voltage, loading, reliability).
4. Evaluate distribution system voltages, including the settings on line, feeder and bus regulators, with recommendations intended to supply customers with adequate voltage levels.
5. Provide a list of projects, including length, unit cost and total cost by substation and distribution classifications.
6. Prepare circuit diagrams with all recommended system improvements.
7. Provide a list of equipment necessary to purchase to meet voltage and loading criteria (regulators, switches, capacitors, other).

1.7 Present Final Study Documentation

Based on all previous scope items, PSE will develop a final plan document that will incorporate the findings, including a system map reflecting the recommended improvements, and deliver an electronic copy to Bentonville for review. Once the city has had appropriate time to review a conference call would be proposed to discuss the findings and any recommended modifications to the study document or overall system plan. The findings will then be published into a final study report for the city of Bentonville which will include 1 printed copy and electronic PDF files for Bentonville's use. Additional printed copies can be supplied by PSE if requested by Bentonville for an additional cost outlined below. PSE would also be able to provide an on-site final presentation of the study findings if requested by Bentonville for an additional cost outlined below.

2 Schedule

PSE will commit all resources required to complete the proposed system study in a timeframe desired by the City of Bentonville. The schedule below is a typical schedule that PSE would follow to complete the study. Should Bentonville see a need to revise this schedule, PSE will be happy to work with Bentonville to accommodate desired changes where possible.

# Task	Month 1	Month 2	Month 3	Month 4
Construction Work Plan				
1. Kick-Off Meeting	X			
2. Data Collection				
3. Prepare Load Projections				
4. Develop Planning Criteria and Study Approach				
5. Meeting with Client to Review Criteria and Load Projections	X			
6. Populate Model with Study Loads				
7. Perform Study Analysis and Identify Projects				
9. Review Recommendations with Bentonville Staff				
10. Prepare Study Draft Report				
11. Study Report Draft Review Meeting			X	
12. Update Study Report and Finalize Project Files				
13. Final Study Presentation to Bentonville				X

 Task Duration

3 Cost

PSE proposes to bill for services rendered on a monthly basis at our standard hourly rates, plus out-of-pocket expenses, as work progresses. PSE's billing will be based upon the actual work performed. If we can complete the projects/tasks in fewer man-hours than anticipated, we will bill correspondingly less.

Based on our experience on many similar studies, we propose to perform the services as outlined in this proposal for the following proposed costs, excluding out-of-pocket expenses. Expenses will be billed at cost without any mark up for administration.

- **Ten Year System Study and System Master Plan Development\$68,000**

It is anticipated that the kickoff meeting would be conducted in person with all other intermediate meetings conducted via phone and/or web conference. If requested by Bentonville, additional on-site meetings can be conducted for the additional cost outlined below per meeting. If a final presentation of the study results is desired this can be conducted in person for the additional cost listed below.

If problems with data or other issues arise that are not anticipated in this proposal, PSE will notify Bentonville of the possible need to revise the above costs. Additional work and/or related cost must be mutually agreed upon by Bentonville and PSE. PSE will make every effort to work with Bentonville to keep overall costs within those noted above.

The following costs for adders are included below for reference, if these services are requested.

Additional Onsite Meetings Adder..... \$ 5,000/visit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH POWER SYSTEM ENGINEERING,
INC. FOR AN ELECTRIC SYSTEM MASTER PLAN FOR
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 Power System Engineering, Inc. for an Electric System Master Plan for 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 _____, 2020.

APPROVED:

MAYOR

ATTEST:

CL



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a contract with Ampirical to perform a preliminary design for Substation B relocation, Substation E expansion, and transmission line relocation for \$426,352.00.

COST TO CITY:

Cost of this Request: \$426,352

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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PLEASE RECYCLE



MEMORANDUM

DATE: January 14, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Substation Relocation/Expansion, Transmission line relocation - Ampirical

BEUD recommends entering into a contract with Ampirical to prepare preliminary engineering plans and cost estimates associated with a relocation of Substation B, an expansion of Substation E, and associated transmission line relocations in the amount of \$426,352.00.

All of this work is associated with upcoming Wal-Mart (WMT) campus design and construction and will be performed as an EPC (Engineering/Procurement/Construction) contract, much like the Municipal Complex was handled. Substation B will be relocate to a parcel west of the Neighborhood Market on Central Ave. Substation E will have a second transformer and associated breakers added to the current site. The OH transmission line down 8th St. will be relocated in association with Sub B relocation.

In addition to the all of the above, The Walton Family Foundation has asked that plans be prepared to place the OH electric lines along 8th St. from "J" St. to Main St. underground. This will be a separate project from the work associated with the WMT campus, but all the work would be performed at the same time.

This Project Scope Development (30% set) will produce a set of documents that will include drawings, a bill of materials (large items/long lead times), cost estimates, and the direction for the project that can be agreed upon by Bentonville, WMT, and Ampirical. This should also set the maximum price for the total project (Ampirical will be obtaining quotes during the entire process).

The costs for engineering/relocation will be paid for (or reimbursed) by WMT or the Walton Family Foundation as part of the development costs associated with campus construction.



4 Sanctuary Boulevard • Suite 100 • Mandeville, LA 70471
Phone: 985.809.5240 • Fax: 985.809.5250 • info@ampirical.com

January 2, 2020

Mr. Wayman Thurman
Bentonville Electric Utilities Department
3200 SW Municipal Dr.
Bentonville, LA 72712

Re: Project Scope Development, and Project Estimating Services for the 115kV Transmission Project

Amp Proposal: 19188.00.00 COB-EU Project Scoping

Ampirical Solutions, LLC would like to thank you for the opportunity to submit this proposal to The City of Bentonville – Electric Utilities for consulting services to provide Project Scope Development, Project Estimating Services, Preliminary Designs and Schedules.

PROJECT OVERVIEW:

The expansion of the Walmart Home Office Campus requires electric infrastructure upgrades in order to provide a reliable source of power to meet reliability expectations. This includes upgrades to two substations, rerouting an existing transmission line, and installation of new underground facilities throughout the Wal-Mart property.

Bentonville Electric Utilities Department (BEUD) has identified the following projects needed to be designed in 2020 for an in-service date by the end of 2021.

1. Relocation of 69KV Substation "B"
2. Upgrade of 161KV Substation "E"
3. Relocation of existing 69KV transmission line
4. Design of 15KV underground feeder from new Substation "B" to existing East Data Center

PROJECT 1 – RELOCATION OF 69KV SUBSTATION "B"

1. Existing site is located at 1991 SE 5th Street, Bentonville, AR 72712
2. New site is located in field just west of 1703 E Central, AR 72712
3. Two (2) 18/24/30 MVA transformers with RMV LTC
4. Six (6) 1200A Siemens SDV series 15KV feeder breakers, 3 per transformer
5. One (1) 2000A bus tie breaker
6. 69KV transmission switches to accommodate the in / out loop for the 69KV transmission line.

PROJECT 2 – UPGRADE OF 161KV SUBSTATION "E"

1. Existing site is located at 910 SE J Street, Bentonville, AR 72712
2. Existing station has one (1) 18/24/30 MVA transformer
3. Existing station has five (5) 1200A 15KV feeder breakers
4. Add new 18/24/30 MVA transformer
5. Add three (3) 1200A Siemens SDV series 15KV feeder breakers
6. Add 2000A bus tie breaker
7. New control house with relaying / cabling for additional equipment. Existing control house is located between transformers and will be relocated to north side of station. This will require additional cable trench



PROJECT 3 – RELOCATION OF EXISTING 69KV TRANSMISSION LINE

1. Existing Substation "B" is served from the Switching Station located at 100 SW 10th Street
2. Total approximate length of relocated transmission line is 9,700'
 - o 4,400' of single circuit to be located underground from Switching station to a location north of the intersection of SE J Street/SE 8th Street.
 - This scope above will have two (2) Options scoped and estimated. The first option will be as stated above, and the second option will be to incorporate Substation A to complete a 69kV Transmission System Loop, which will also include scope to modify Substation A to incorporate and in and out of a new 69kV Transmission Line.
 - o 2600' of single circuit 69KV overhead with double circuit distribution under build from the intersection of SE J Street / SE 8th Street to the intersection of SE J Street / East Central.
 - o 2600' of double circuit 69KV overhead (in and out loop) with double circuit under build distribution from the intersection of SE J Street / East Central to the new location of Substation "B".

PROJECT 4 – DESIGN OF UNDERGROUND FEEDER TO EAST DATA CENTER

1. The tertiary feed to the East Data Center is currently fed from the existing location of Substation "B". The new site will have a dedicated breaker to provide the tertiary backup to the existing point of service.
2. Design 15kv circuit from New Substation "B" location to existing East Data Center located at 805 SE Moberly Lane. Approximately 6500' of underground 15KV circuit
3. Circuit shall have a max rating of 12MVA at 100% load factor
4. Routing of conduit, placement of pull boxes/vaults, and duct bank design shall be included in this project.

SCOPE OF SUPPLY - OVERVIEW

Project Lead: An Ampirical Project Lead will be assigned to oversee and coordinate all aspects of the project. He will serve as the single point of contact for interface with BEUD Project Manager, and will direct the efforts of the internal Ampirical team members.

Engineering: For each project engineering is to be provided to indicate the individual tasks that comprise the required detailed scoping document, preliminary 30% design, and equipment bill of material, specifications and documentation.

Project Estimates: For each project Ampirical Operations Group shall get all equipment price estimates and construction estimates, and produce an overall +/- 30% cost estimate for each project.

Project Schedule: For each project a preliminary schedule will be provided with and estimated timeframe for engineering activities, equipment procurement, and construction activities.

PROJECT COST:

Ampirical Solutions, LLC shall perform the above scope of supply work for the Time & Material cost estimates below:

- | | | |
|---------------------------------|--|---------------------|
| 1. PROJECT 1 SUB B – | - Estimated Man-hours 300 x \$148.50 = | \$44,550.00 |
| 2. PROJECT 2 SUB E – | - Estimated Man-hours 276 x \$148.50 = | \$40,986.00 |
| 3. PROJECT 3 69kV Transmission– | Estimated Man-hours 896 x \$148.50 = | \$133,056.00 |
| o | Estimate cost for additional travel | \$20,000.00 |
| o | Estimate cost for subcontract survey and geotech | \$154,000.00 |
| o | Total: | \$307,056.00 |



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Phone: 985.809.5240 • Fax: 985.809.5250 • info@ampirical.com

4. PROJECT 4 15kV Distribution – Estimated Man-hours 160 x \$148.50 = **\$23,760.00**
 ○ Estimate cost for travel **\$10,000.00**
 ○ Total: **\$33,760.00**
5. Total estimated cost for all four (4) projects is: **\$426,352.00**

CLARIFICATIONS:

1. The \$148.50 rate utilized for the estimated cost above is per the negotiated blended rate established already with BEUD.
2. Existing BEUD substation geotech reports shall be utilized for the project scope and estimate.
3. Additional geotech testing for new overhead 69kV Transmission Line Route will be required and the cost for the additional geotech is included in this estimate.
4. Existing substation surveys shall be utilized for the project scope and estimate.
5. The subcontract Survey Company provided us one quote for both the transmission line and distribution line scopes. Due to time constraints to get the proposal in on time we just included this cost in the PROJECT 3 69kV Transmission project estimate.
6. Right of Way acquisition and clearing requirements will not be included in the project estimate.
7. Environmental assessment shall not be included in the project estimate.
8. Project assumptions shall be made if surveys cannot be provided.
9. Aerial LiDAR acquisition along with level B SUE survey are included in this estimate. LiDAR will be over a 100' width of corridor provided in PDF file titled "Transmission - Proposed Route".

CUSTOMER RESPONSIBILITIES:

1. Designate a representative to serve as the contact for technical inquiries and coordination of activities.
2. Facilitate interface with AEP as necessary.
3. Provide all necessary system load information.
4. Access to all existing design drawings of this substation site, and transmission lines along with all distribution and transmission standards and specifications.

SCHEDULE:

Review Scope of Work-Q&A Conference Call	1-2 weeks after receipt of contract
Stakeholder/Kick-off Meeting & Site Visit	3-4 weeks after receipt of contract
Initial Draft of General Scope Document	6-8 weeks after site visit
Final Draft of General Scope Document	1 weeks after receiving comments back from BEUD
Project Cost Estimates	3 weeks from Final General Scope Document delivery.

*Note: For the schedule provided above we are estimating 2-3 months to complete each projects deliverables.



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Phone: 985.809.5240 • Fax: 985.809.5250 • info@ampirical.com

Please review this document to ensure all necessary items have been covered to your satisfaction. If you have any questions or revisions at all, please do not hesitate to call me at 985-789-6726. Thank you again for this opportunity, and we look forward to providing our services to BEUD.

Thank you,



Dave Mitchell
National Sales Manager
Ampirical Solutions, LLC

cc: Mr. Travis Matlock, P.E., BEUD
Mr. Kevin Johnson, Ampirical Solutions, LLC



4 Sanctuary Boulevard • Suite 100 • Mandeville, LA 70471
Phone: 985.809.5240 • Fax: 985.809.5250 • info@ampirical.com

January 7, 2020

Bentonville Electric Utilities Department
3200 SW Municipal Dr.
Bentonville, LA 72712

Re: Project Scope Development, and Project Estimating Services for the 115kV Transmission Project

Amp Agreement No.: 19188.00.00 COB-EU Project Scoping

Ampirical Solutions, LLC would like to thank you for the opportunity to submit this letter to Bentonville Electric Utilities Department (BEUD) for consulting services to provide Project Scope Development, Project Estimating Services, Preliminary Designs and Schedules.

PROJECT OVERVIEW:

The expansion of the Walmart Home Office Campus requires electric infrastructure upgrades in order to provide a reliable source of power to meet reliability expectations. This includes upgrades to two substations, rerouting an existing transmission line, and installation of new underground facilities throughout the Wal-Mart property.

Bentonville Electric Utilities Department (BEUD) has identified the following projects needed to be designed in 2020 for an in-service date by the end of 2021.

1. Relocation of 69KV Substation "B"
2. Upgrade of 161KV Substation "E"
3. Relocation of existing 69KV transmission line
4. Design of 15KV underground feeder from new Substation "B" to existing East Data Center

PROJECT 1 – RELOCATION OF 69KV SUBSTATION "B"

1. Existing site is located at 1991 SE 5th Street, Bentonville, AR 72712
2. New site is located in field just west of 1703 E Central, AR 72712
3. Two (2) 18/24/30 MVA transformers with RMV LTC
4. Six (6) 1200A Siemens SDV series 15KV feeder breakers, 3 per transformer
5. One (1) 2000A bus tie breaker
6. 69KV transmission switches to accommodate the in / out loop for the 69KV transmission line.

PROJECT 2 – UPGRADE OF 161KV SUBSTATION "E"

1. Existing site is located at 910 SE J Street, Bentonville, AR 72712
2. Existing station has one (1) 18/24/30 MVA transformer
3. Existing station has five (5) 1200A 15KV feeder breakers
4. Add new 18/24/30 MVA transformer
5. Add three (3) 1200A Siemens SDV series 15KV feeder breakers
6. Add 2000A bus tie breaker
7. New control house with relaying / cabling for additional equipment. Existing control house is located between transformers and will be relocated to north side of station. This will require additional cable trench



PROJECT 3 – RELOCATION OF EXISTING 69KV TRANSMISSION LINE

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 - o 2600' of single circuit 69KV overhead with double circuit distribution under build from the intersection of SE J Street / SE 8th Street to the intersection of SE J Street / East Central.
 - o 2600' of double circuit 69KV overhead (in and out loop) with double circuit under build distribution from the intersection of SE J Street / East Central to the new location of Substation "B".

PROJECT 4 – DESIGN OF UNDERGROUND FEEDER TO EAST DATA CENTER

1. The tertiary feed to the East Data Center is currently fed from the existing location of Substation "B". The new site will have a dedicated breaker to provide the tertiary backup to the existing point of service.
2. Design 15kv circuit from New Substation "B" location to existing East Data Center located at 805 SE Moberly Lane. Approximately 6500' of underground 15KV circuit
3. Circuit shall have a max rating of 12MVA at 100% load factor
4. Routing of conduit, placement of pull boxes/vaults, and duct bank design shall be included in this project.

SCOPE OF SUPPLY - OVERVIEW

Project Lead: An Ampirical Project Lead will be assigned to oversee and coordinate all aspects of the project. He will serve as the single point of contact for interface with BEUD Project Manager, and will direct the efforts of the internal Ampirical team members.

Engineering: For each project engineering is to be provided to indicate the individual tasks that comprise the required detailed scoping document, preliminary 30% design, and equipment bill of material, specifications and documentation.

Project Estimates: For each project Ampirical Operations Group shall get all equipment price estimates and construction estimates, and produce an overall +/- 30% cost estimate for each project.

Project Schedule: For each project a preliminary schedule will be provided with and estimated timeframe for engineering activities, equipment procurement, and construction activities.

PROJECT COST:

Ampirical Solutions, LLC shall perform the above scope of supply work for the Time & Material cost estimates below:

1. PROJECT 1 SUB B –	- Estimated Man-hours 300 x \$148.50 =	\$44,550.00
2. PROJECT 2 SUB E –	- Estimated Man-hours 276 x \$148.50 =	\$40,986.00
3. PROJECT 3 69kV Transmission–	Estimated Man-hours 896 x \$148.50 =	\$133,056.00
o	Estimate cost for additional travel	\$20,000.00
o	Estimate cost for subcontract survey and geotech	\$154,000.00
o	Total:	\$307,056.00



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4. PROJECT 4 15kV Distribution – Estimated Man-hours 160 x \$148.50 = **\$23,760.00**
○ Estimate cost for travel **\$10,000.00**
○ Total: **\$33,760.00**
5. Total estimated cost for all four (4) projects is: **\$426,352.00**

CLARIFICATIONS:

1. The \$148.50 rate utilized for the estimated cost above is per the negotiated blended rate established already with BEUD.
2. Existing BEUD substation geotech reports shall be utilize for the project scope and estimate.
3. Additional geotech testing for new overhead 69kV Transmission Line Route will be required and the cost for the additional geotech is included in this estimate.
4. Existing substation surveys shall be utilize for the project scope and estimate.
5. The subcontract Survey Company provided us one quote for both the transmission line and distribution line scopes. Due to time constraints to get the letter in on time we just included this cost in the PROJECT 3 69kV Transmission project estimate.
6. Right of Way acquisition and clearing requirements will not be included in the project estimate.
7. Environmental assessment shall not be included in the project estimate.
8. Project assumptions shall be made if surveys cannot be provided.
9. Aerial LiDAR acquisition along with level B SUE survey are included in this estimate. LiDAR will be over a 100' width of corridor provided in PDF file titled "Transmission - Proposed Route".

CUSTOMER RESPONSIBILITIES:

1. Designate a representative to serve as the contact for technical inquiries and coordination of activities.
2. Facilitate interface with AEP as necessary.
3. Provide all necessary system load information.
4. Access to all existing design drawings of this substation site, and transmission lines along with all distribution and transmission standards and specifications.

SCHEDULE:

Review Scope of Work-Q&A Conference Call	1-2 weeks after receipt of contract
Stakeholder/Kick-off Meeting & Site Visit	3-4 weeks after receipt of contract
Initial Draft of General Scope Document	6-8 weeks after site visit
Final Draft of General Scope Document	1 weeks after receiving comments back from BEUD
Project Cost Estimates	3 weeks from Final General Scope Document delivery.

*Note: For the schedule provided above we are estimating 2-3 months to complete each projects deliverables.



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Please review this document to ensure all necessary items have been covered to your satisfaction. If you have any questions or revisions at all, please do not hesitate to call me at 985-789-6726. Thank you again for this opportunity, and we look forward to providing our services to BEUD.

Thank you,



Dave Mitchell
National Sales Manager
Ampirical Solutions, LLC

Signature for Approval: _____

Print Name: _____

Requisition/PO No. _____

Remit Address: _____

cc: Mr. Travis Matlock, P.E., BEUD
Mr. Wayman Thurman, P.E. BEUD
Mr. Kevin Johnson, Ampirical Solutions, LLC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMPIRICAL FOR PRELIMINARY DESIGN SERVICES RELATED TO THE SUBSTATION B RELOCATION, THE SUBSTATION E EXPANSION, AND TRANSMISSION LINE RELOCATION FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Ampirical for preliminary electric design services for Substation B relocation, Substation E expansion, and Transmission Line relocation for the City of Bentonville Electric Department, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Budget adjustment in the amount of \$426,352.00 for Preliminary Scope Documents prepared by Ampirical for the substation improvements and transmission line modifications associated with the Wal-Mart Campus.

COST TO CITY:

Cost of this Request: \$426,352

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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PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: **Other**

Date of Request: January 14, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
50-3010-434.32-10	Legal & Professional Services		\$426,352.00	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 426,352.00	\$ -

Justification:

Budget adjustment to pay for Preliminary Scope Documents (30% construction documents) for substation & transmission line improvements associated with the WMT campus.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance establishing fees for 2020 for the Parks and Recreation Department.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: City Council approval of an ordinance establishing fees for recreation programs for 2020

Parks and Recreation is seeking City Council's approval of an ordinance establishing fees for recreation programs for 2020. Parks and Recreation Advisory Board reviewed and approved these fees at the October meeting.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program. Every expense for these programs are analyzed ensuring that proper fees are being established to cover all related expenses.

Attached is a list of all fees for 2020. As you will see, most fees are the same price as 2019. However, a small number of programs will see a minimal fee increase to compensate for inflation and program improvements.

Finally, the attached spreadsheet shows a variety of family friendly events that are free to the public. These events include our 4th of July Fireworks, the In the Park Summer Series and Halloween events.

If you have any questions regarding this item, please call me at 696.0204 or email jstacey@bentonvillear.com

Attachments:
2020 Program Fee Schedule



Bentonville Parks and Recreation
2020 Recreation Programs - Fee Schedule

Community Center Memberships	2019 Resident Fees	2019 Non-Resident Fees	2020 Resident Fees	2020 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$200	\$274
Adult Monthly Membership	\$19	\$25	\$19	\$25
Adult Multi-Pack Pass	\$75	\$87	\$75	\$87
Youth Annual Membership	\$125	\$184	\$125	\$184
Youth Monthly Membership	\$13	\$17	\$13	\$17
Youth Multi-Pack Pass	\$53	\$62	\$53	\$62
Senior Annual Membership	\$125	\$184	\$125	\$184
Senior Monthly Membership	\$13	\$17	\$13	\$17
Senior Multi-Pack Pass	\$53	\$62	\$53	\$62
Family Annual Membership	\$425	\$489	\$425	\$489
Family Monthly Membership	\$38	\$45	\$38	\$45
Adult Day Pass	\$5	\$8	\$5	\$8
Youth Day Pass	\$5	\$8	\$5	\$8
Senior Day Pass	\$5	\$8	\$5	\$8
Annual Membership Special 1 14 Month Membership; Goody Swag Bag	Same Price As Annual Memberships Listed Above			
Annual Membership Special 2 13 Month Membership; Guest Punch Pass Card	Same Price As Annual Memberships Listed Above			
Annual Membership Special 3 13 Month Membership; Personal Training Session; Inbody Assessment	Same Price As Annual Memberships Listed Above			
Annual Membership Special 4 13 Month Membership; Entry to Race Series Race	Same Price As Annual Memberships Listed Above			

Community Center Rentals	2019 Member Fees	2019 Non-Member Fees	2019 Non-Member Fees	2020 Non-Member Fees
Community Room - 1 Room/hr	N/A	\$40	N/A	\$40
Community Room - 2 Rooms/hr.	N/A	\$60	N/A	\$60
Community Room- 3 Rooms/hr	N/A	\$80	N/A	\$80
Community Room- 4 Rooms/hr	N/A	\$100	N/A	\$100
Community Rooms Rental - Kitchen	N/A	\$20	N/A	\$20
Pool Party Room	N/A	\$150	N/A	\$150
After Hours per hr	N/A	\$30	N/A	\$30
Community Center Rental- Lock-In	N/A	\$1,400	N/A	\$1,400

Community Center Recreation Programs	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Camp Adventure	\$95	N/A	\$135	\$95	N/A	\$135
Camp Castaway	\$30	\$35	N/A	\$30	\$35	N/A
Camp Memorial	\$85	N/A	\$125	\$85	N/A	\$125
Camp Mountain Bike	\$70	N/A	\$95	\$70	N/A	\$95
Camp Mountain Bike- Spring	\$70	N/A	\$95	\$70	N/A	\$95
Camp Tennis	\$125	N/A	\$165	\$125	N/A	\$165
Camp Basketball	\$90	\$100	N/A	\$90	\$100	N/A
Camp Lacrosse	\$75	N/A	\$115	\$75	N/A	\$115
Camp Triathlon	\$60	N/A	\$85	\$70	N/A	\$95
Camp Jr. Lifeguard	\$50	N/A	\$75	\$50	N/A	\$75
Camp Soccer- Spring Break (5-14 yrs.)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Spring Break 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Half Day (6-16 yr)	\$150	N/A	\$190	\$150	N/A	\$190
Camp Soccer- Tetra Brazil (under 16 yr)	\$160	N/A	\$200	\$160	N/A	\$200
Camp Soccer Goal Keeper/Scorer	\$150	N/A	\$190	\$150	N/A	\$190
Camp Lego- Mind Craft	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Mega Mine craft	\$125	\$135	N/A	\$125	\$135	N/A

Camp Lego- Star Wars	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Comic Creator	\$140	\$135	N/A	\$140	\$135	N/A
Camp Lego-Mixed Camp-Spring Break	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Fall Mega Mine craft	\$50	\$60	N/A	\$50	\$60	N/A
Camp Lego -Thanksgiving Mixed Camp	\$50	\$60	N/A	\$50	\$60	N/A
Camp Lego- Pirate Quest (New Years)	\$75	\$85	N/A	\$75	\$85	N/A
Camp Mad Science	\$85	\$95	N/A	\$85	\$95	N/A
Camp Mad Science (spring break/Fall break)	\$85	\$95	N/A	\$85	\$95	N/A
Camp Musical Theatre	\$135	\$145	N/A	\$135	\$145	N/A
Camp Art- Crystal Bridges Session 1	\$120	\$150	N/A	\$120	\$150	N/A
Camp Art- Crystal Bridges Session 2	\$120	\$150	N/A	\$120	\$150	N/A
Camp Art- Crystal Bridges Session 3	\$120	\$150	N/A	\$120	\$150	N/A
Camp Community Center- Summer	\$85	\$95	N/A	\$85	\$95	N/A
Camp Youth Tech Animation	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Icode	\$135	\$145	N/A	\$135	\$145	N/A
Camp Youth Tech Movie Makers	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Application Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Web Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Igame Creators	\$145	\$155	N/A	\$145	\$155	N/A
Camp Youth Tech Video Game Design	\$160	\$170	N/A	\$160	\$170	N/A
Camp Fencing	\$135	\$145	N/A	\$135	\$145	N/A
Art- Crystal Bridges Classes	\$10	\$13	N/A	\$10	\$13	N/A
Babysitting / CPR Certification Class	\$100	\$110	N/A	\$100	\$110	N/A
Volleyball Lessons	\$90	\$100	N/A	\$90	\$100	N/A
Fencing	\$100	\$110	N/A	\$110	\$120	N/A
Group Swim Lesson	\$65	\$75	N/A	\$36/\$72	\$40/\$80	N/A
Private Swim Lesson	\$30	\$35	N/A	\$30	\$35	N/A
Masters Swim Team	\$32	\$38	N/A	\$32	\$38	N/A
Swim Team- Barracudas	\$65	\$75	N/A	\$65	\$75	N/A
Home School Swim Team	\$25	\$30	N/A	\$65	\$75	N/A
Lifeguard Recertification Class	\$150	\$150	N/A	\$150	\$150	N/A
Lifeguard Certification Class	\$285	\$285	N/A	\$285	\$285	N/A
Father Daughter Dance	\$45	\$50	N/A	\$45	\$50	N/A
Mother Son Dance	\$45	\$50	N/A	\$45	\$50	N/A
Personal Training- 30 Min	\$30	\$40	N/A	\$30	\$40	N/A
Personal Training- 60 Min	\$50	\$60	N/A	\$50	\$60	N/A
Bootcamp	\$75	\$85	N/A	\$75	\$85	N/A
Stroller Bootcamp	\$40	\$45	N/A	\$40	\$45	N/A
Zumbathon	\$0	\$15	N/A	\$0	\$15	N/A
Ballet Dance	\$50	\$60	N/A	\$50	\$60	N/A
Hip Hop Dance	\$50	\$60	N/A	\$50	\$60	N/A
Story Time Fitness	\$50	\$60	N/A	\$50	\$60	N/A
Mommy and Me Dance	\$30	\$40	N/A	\$30	\$40	N/A
Inbody Fitness Evaluation	\$10	\$15	N/A	\$20	\$25	N/A



**Bentonville Parks and Recreation
2020 Recreation Programs - Fee Schedule**

Outdoor / DAC Based Recreation Programs	2019 Fees			2020 Fees		
Melvin Ford Aquatic Center	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
MFAC - Adult Admission	N/A	\$3.00	N/A	N/A	\$3.00	N/A
MFAC - Youth Admission	N/A	\$2.00	N/A	N/A	\$2.00	N/A
MFAC - Swim Lesson- Group	\$65.00	\$75.00	N/A	\$65.00	\$75.00	N/A
MFAC- Barracudas	\$65.00	\$75.00	N/A	\$65.00	\$75.00	N/A
Downtown Activity Center	2019 Resident Fees	2019 Non-Resident Fees	-	2020 Resident Fees	2020 Non-Resident Fees	-
DAC Conference Rental	\$20.00	N/A	-	\$20.00	N/A	-
DAC Lobby Rental	\$30.00	N/A	-	\$30.00	N/A	-
DAC Studio Rental	\$15.00	N/A	-	\$15.00	N/A	-
DAC Drop-In Day Pass	\$5.00	\$8.00	-	\$5.00	\$8.00	-
Lawrence Plaza	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Lawrence Plaza Skate Rental	N/A	\$2.00	N/A	N/A	\$2.00	N/A
Lawrence Plaza Skate Session	N/A	\$3.00	N/A	N/A	\$3.00	N/A
Lawrence Plaza Season Pass	N/A	\$50.00	N/A	N/A	\$50.00	N/A
Running Programs	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Half Marathon	N/A	\$65; \$75; \$85	N/A	N/A	\$75; \$95; \$110	N/A
Half Marathon Training Program	N/A	\$200.00	N/A	N/A	\$225.00	N/A
Half Marathon 5K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Valentines 4K/8K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Irish 5K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Glow Run	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Worst Race 5K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Goblin 5K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Frosty 5K	N/A	\$25.00	N/A	N/A	\$30.00	N/A
Cycling Programs	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Square 2 Square Adult	N/A	\$30.00	N/A	N/A	\$35.00	N/A
Square 2 Square Youth	N/A	\$20.00	N/A	N/A	\$25.00	N/A
Sports Programs	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Little Kicksters	N/A	\$75.00	\$100.00	N/A	\$75.00	\$100.00
Youth Soccer (Under 8)	N/A	\$75.00	\$100.00	N/A	\$75.00	\$100.00
Youth Soccer (Under 10)	N/A	\$90.00	\$130.00	N/A	\$90.00	\$130.00
Youth Soccer (Under 12)	N/A	\$90.00	\$130.00	N/A	\$90.00	\$130.00
Youth Soccer (Junior High)	N/A	\$90.00	\$130.00	N/A	\$90.00	\$130.00
Adult Soccer	N/A	\$485.00	N/A	N/A	\$485.00	N/A
Spring Softball (4-16 yrs.)	N/A	\$80.00	\$120.00	N/A	\$80.00	\$120.00
Fall Softball Team Fees	N/A	\$475.00	N/A	N/A	\$475.00	N/A
Softball Tournament- Spring Break	N/A	\$300.00	N/A	N/A	\$300.00	N/A
Softball Tournament- Kellogg's Classic	N/A	\$300.00	N/A	N/A	\$300.00	N/A
Softball Tournament- The Wild Pitch	N/A	\$300.00	N/A	N/A	\$300.00	N/A
Softball Tournament- Bentonville Finale	N/A	\$200.00	N/A	N/A	\$200.00	N/A
Softball Tournament- MVP Weekend	N/A	\$400.00	N/A	N/A	\$400.00	N/A

Softball Tournament- Pink Out	N/A	\$300.00	N/A	N/A	\$300.00	N/A
Softball Tournament- Spookier Classic	N/A	\$300.00	N/A	N/A	\$300.00	N/A
Baseball Tournament- Irish Classic (7-8yrs)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- Irish Classic (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Baseball Tournament- Gold Glove (7-8 yrs.)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- Gold Glove (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Baseball Tournament- AA Double Play (7-8 yrs.)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- AA Double Play (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Baseball Tournament- June Jam (7-8 yrs.)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- June Jam (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Baseball Tournament- MVP Shootout (7-8 yrs.)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- MVP Shootout (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Baseball Tournament- Monster Mash (7-8 yrs.)	N/A	\$375.00	N/A	N/A	\$250.00	N/A
Baseball Tournament- Monster Mash (9-14 yrs.)	N/A	\$425.00	N/A	N/A	\$271.00	N/A
Tournament Gate Fees	N/A	\$125/Team	N/A	N/A	\$5/Person	N/A
Kickball Team Fees	N/A	\$275.00	N/A	N/A	\$275.00	N/A
Tennis Lesson - Private Coach	N/A	\$45.00	\$45.00	N/A	\$45.00	\$45.00
Tennis Lesson - Tennis Pro	N/A	\$55.00	\$55.00	N/A	\$55.00	\$55.00
Tennis Lesson - Semi Private	N/A	\$30.00	\$30.00	N/A	\$30.00	\$30.00
Tennis Lesson - Private Group	N/A	\$20.00	\$20.00	N/A	\$20.00	\$20.00
Tennis Lesson- 30min	N/A	\$25.00	\$25.00	N/A	\$25.00	\$25.00
Adult Tennis Drill	N/A	\$95.00	\$95.00	N/A	\$95.00	\$95.00
Adult Cardio Tennis	N/A	\$95.00	\$95.00	N/A	\$95.00	\$95.00
USTA Adult Team Tennis	N/A	\$100.00	\$100.00	N/A	\$100.00	\$100.00
Junior Tennis Drill	N/A	\$95.00	\$95.00	N/A	\$95.00	\$95.00
Tennis Non-Resident Seasonal Fee	N/A	N/A	\$40.00	N/A	N/A	\$40.00
Adult Sand Volleyball 6v6	N/A	\$175.00	N/A	N/A	\$175.00	N/A
Adult Sand Volleyball 4v4	N/A	\$125.00	N/A	N/A	\$125.00	N/A
Youth Triathlon Team	N/A	\$160.00	\$200.00	N/A	\$175.00	\$215.00

Facility Rental Fees	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Field Rental - Memorial Park (Baseball / Softball)	N/A	\$150.00	N/A	N/A	\$150.00	N/A
Field Rental - Memorial Park (Soccer)	N/A	\$135.00	N/A	N/A	\$135.00	N/A
Field Rental - Phillips Park (Baseball)	N/A	\$150.00	N/A	N/A	\$150.00	N/A
Field Rental - Phillips Park (Football)	N/A	\$250.00	N/A	N/A	\$250.00	N/A
Field Rental - Phillips Park (Lacrosse)	N/A	\$250.00	N/A	N/A	\$250.00	N/A
Field Rental - Merchants Park (Baseball)	N/A	\$150.00	N/A	N/A	\$150.00	N/A
Field Rental - Citizens Park (Soccer)	N/A	\$135.00	N/A	N/A	\$135.00	N/A
Field Rental - Old Tiger Park (Football)	N/A	\$250.00	N/A	N/A	\$250.00	N/A
Field Rental - Old Tiger Park (Lacrosse)	N/A	\$250.00	N/A	N/A	\$250.00	N/A
Court Rental - Citizens Tennis	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Court Rental - Memorial Tennis	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Court Rental - Wildwood Tennis	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Court Rental - Memorial Volleyball	N/A	\$75.00	N/A	N/A	\$75.00	N/A
Court Rental - Memorial Basketball	N/A	\$75.00	N/A	N/A	\$75.00	N/A



Bentonville Parks and Recreation
2020 Recreation Programs - Fee Schedule

No-Cost Community Events

Evening at Orchards- 4th of July Celebration

Easter in the Parks- Easter Egg Hunt

First Friday Flick- 5 movies

Frosty Flicks- 3 movies

Halloween Events

Yoga in the Park

Pickin' at the DAC

Lighting of the Square

A Morning with Santa

Glow Swims- Members Only

Zumbathons- Free to Members

In the Park Summer Series

Yappy Hour

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this ____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance requested by Parks and Recreation for City Council approval to Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding.

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



REQUEST FOR WAIVER OF BID

Date	<u>12/20/2019</u>		
Requested by:	<u>Josh Stacey</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Bentonville Youth Softball League</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>80,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>80,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Bentonville Youth Softball League to schedule and pay individual youth softball officials directly for our recreational leagues and tournaments. BYSL invoices Parks and Recreation for these payments making this a much more efficient process. BYSL is the sole source provider in our area for this service.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 20, 2019
Re: BYSL – Softball Umpire/ Scorekeeper Provider

Parks and Recreation is requesting City Council approval of bid waiver with Bentonville Youth Softball for providing umpires and scorekeepers for recreational softball.

Parks and Recreation utilizes a provider for umpires and scorekeepers for both tournaments and recreational league play. The provider recruits, trains, schedules, and pays the umpires and scorekeepers for their services. The provider will then invoice BPR for those umpiring and scorekeeping services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact for the umpires and scorekeepers, which makes this process much more efficient.

The agreement attached, allows Parks and Recreation to enter into a contract with Bentonville Youth Softball for the service of providing umpires and scorekeepers for youth softball tournaments and recreational league play. Due to the demand and number of softball participants in these programs, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating paying BYSL \$80,000 for the service of providing umpires and scorekeepers. This expense is fully recouped through registration fees for this program.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

Attachments:

Softball Umpire/Scorekeeper Provider Agreement



Memorandum of Understanding

To: Bentonville Youth Softball League

From: Bentonville Parks and Recreation

Date: December 15, 2019

Re: Softball Partnership for providing umpires and scorekeepers for Bentonville Parks and Recreation Programs in 2020.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Bentonville Youth Softball (BYSL) and Bentonville Parks and Recreation (BPR) for youth softball programs operated at Bentonville municipal parks.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on January 1, 2020 and ending on December 31, 2020.
2. BPR is responsible for managing youth softball programs, including but not limited to, leagues and tournaments, for citizens of Bentonville.
3. BPR will create marketing and registration material for leagues and tournaments, allowing for input and direction from BYSL where it pertains to umpires and participant's needs.
4. BPR will create all schedules for games / tournaments for programs, allowing for input and direction from BYSL where it pertains to umpires and participant's needs.
5. BYSL will be responsible for providing umpires and scorekeepers for softball events located in Bentonville public parks.
6. For league play, BPR is responsible for providing the following information to BYSL no later than the following timelines:
 - a. For league play, BPR will provide the dates of league play to BYSL no later than one month in advance of the beginning of the season.
 - b. For league play, BPR will provide a league schedule no less than one week prior to the beginning of league games.
 - c. For league play, BPR will allow a minimum of 48 hour notice to change in the schedule for reschedules due to inclement weather.
7. For tournament play, BPR is responsible for providing the following information to BYSL no later than the following timelines:

- a. For tournament play, BPR will provide the dates of tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for fall tournaments.
- b. For tournament play, BPR will provide tournament start times and anticipated duration no later than the Monday prior to the weekend of the tournament.
- c. For tournament play, all schedules / brackets will be delivered to BYSL no later than the Thursday prior to the weekend of the tournament.

8. Invoicing:

BYSL shall submit a signed invoice to the remittance address below bi-weekly on Mondays, no later than 4:00 P.M., with exact dates to be determined between BPR and BYSL prior to the season start.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

9. BPR agrees to pay the following rates to BYSL for officials during the 2020 season:

Youth Fastpitch Umpire

Age Group Description	Number of Crew (ex. 2 person crew)	All Time Limits (ex. 0-70 minutes)	Payment (Per Game, Per Official)
8U-18U	2-person crew	0-70 minutes	\$32.00
8U-18U	2-person crew	71-80 minutes	\$35.00
8U-18U	2-person crew	81-90 minutes	\$40.00

Scorekeeper

Age Group	Number of Crew	All Time Limits	Payment Per Game
ALL	1-person	ALL	\$12.00

Other Fees/Payments

- ☐ **Umpire – In – Chief:** \$1.00 per Game slot
- ☐ **Administrative Assigning Fee:** \$3.00 per Team
- ☐ **Estimated Total Payment for 2020: \$80,000.00**

10. BYSL understands that they, nor any of their employees or officials, are employees of the City of Bentonville. BYSL is solely responsible for their employees and officials including the recruiting, training, evaluation, scheduling and payment of umpires and scorekeepers for all BPR softball programs.

11. BYSL will ensure all umpires are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
12. Upon time of signing this Memorandum of Understanding, BYSL shall provide BPR with IRS Form W-9.
13. BYSL may be required to maintain insurance and provide proof of such.
14. Not an Agent. It is understood that BYSL is not acting as an agency for BPR and statutory immunity does not extend to BYSL's acts or omission.
15. All BYSL employees or officials providing the services described in this Memorandum of Understanding are required to pass a mandatory background check prior to the start of the season in order to participate. Background checks will be administered by the City of Bentonville.
16. In the event that a BYSL umpire or scorekeeper is not able to be present during a game, it is the responsibility of BYSL to provide and train a substitute umpire or scorekeeper. BYSL must notify BPR management of any substitutes in advance for approval from BPR.
17. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or BYSL.
18. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your, or your employees.
19. BYSL, their employees and officials, are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any BYSL personnel exhibits behavior that is detrimental to the operation of the department.

Signature Page Follows

Signature Page

Softball Partnership for providing umpires and scorekeepers for Bentonville Parks and Recreation
Programs in 2020.

Date: _____

Date: _____

Mayor, City Of Bentonville

President, Bentonville Youth Softball

(Signature)

President, Bentonville Youth Softball

(Name)

|
|
|
|
|

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE BENTONVILLE YOUTH SOFTBALL ASSOCIATION FOR PROVIDING UMPIRES AND SCOREKEEPERS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Bentonville Youth Softball Association for providing umpires and scorekeepers for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

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:

January 16, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance requested by Parks and Recreation for City Council approval to Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding.

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



REQUEST FOR WAIVER OF BID

Date	<u>12/20/2019</u>		
Requested by:	<u>Josh Stacey</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas United States Sports Specialty Association AR</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>42,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>42,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes AR USSSA to schedule and pay individual youth baseball officials directly for our recreational baseball tournaments. AR USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation's baseball tournaments are sanctioned by AR USSSA which is the sole provider of this service in our area.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 20, 2019
Re: Arkansas USSSA– Baseball Umpire Provider

Parks and Recreation is requesting City Council approval of bid waiver to Arkansas United States Specialty Sports Association for providing baseball tournament umpires.

Parks and Recreation utilizes a provider for the service of providing baseball tournament umpires. The provider recruits, trains, schedules, and pays the umpires for their services. The provider will then invoice BPR for those umpiring services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact, which makes this process much more efficient

The agreement attached, allows Parks and Recreation to enter into a contract with Arkansas United States Specialty Sports Association for the service of providing baseball tournament umpires. Due to the demand and number of baseball teams in these tournaments, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating paying AR USSSA \$42,000 for the service of providing baseball umpires. This expense is fully recouped through registration fees for this program.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com

Attachments:

Baseball Umpire Provider Agreement



Memorandum of Understanding

To: Mike Schmidt, Arkansas United States Specialty Association
From: Bentonville Parks and Recreation
Date: December 15, 2019
Re: Baseball Partnership for providing umpires for Bentonville Parks and Recreation Programs in 2020.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Arkansas United States Specialty Sports Association (AR USSSA) and Bentonville Parks and Recreation (BPR) for 2020 youth baseball programs operated at Bentonville municipal parks.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on January 1, 2020 and ending on December 31, 2020.
2. BPR is responsible for managing youth baseball programs including, but not limited to the baseball tournaments, for the citizens of Bentonville and all participants in such programs.
3. BPR will create marketing and advertising for tournaments, allowing for input and direction from AR USSSA where it pertains to umpires and participant's needs.
4. AR USSSA will create schedules for games / tournaments, allowing for input and direction from BPR when it pertains to umpire and participant needs.
5. AR USSSA will be responsible for providing umpires for baseball tournaments located in Bentonville public parks.
6. AR USSSA will be responsible for accepting team registrations for tournaments. AR USSSA will monitor these and publish team lists for public view as teams register for each tournament. Team Registration payments will appear as the following:
 - a. AR USSSA will be responsible for obtaining all tournament registration payments through online payments. If not obtained online, it is the responsibility of AR USSSA to obtain these tournament registrations.
 - b. No later than the Sunday of each weekend tournament AR USSSA will submit payment to BPR for all team registrations in the form of one check accompanied with a billing statement.

7. For tournament play, BPR is responsible for providing the following information to AR USSSA no later than the following timelines:
- a. For tournament play, BPR will provide the dates of the tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for all fall tournaments.
 - b. For tournament play, AR USSSA will provide tournament start times and anticipated duration no later than the Monday prior to the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BPR no later than the Thursday prior to the weekend tournament.
8. Invoicing:
AR USSSA shall submit an invoice to the remittance address below no later than the Monday following each tournament.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

9. BPR agrees to pay the following rates for officials for the 2020 season:

Youth Baseball Umpire

7U & 8U games – 1 person crew	\$50.00 / game per official
9U – 18U games – 2 person crew	\$45.00 / game per official
Championship Fees	\$5.00 / championship game per official

Umpire – In – Chief \$5.00 / game slot

Tournament Assigning Fee \$2.00 / Team

Tournament Sanction Fee \$100.00 / tournament

Tournament Global Sanction Fee \$750.00 / tournament

Tournament NIT Sanction Fee \$750.00 / tournament

Per Team Fees

Recreation Leagues	\$25.00 / team
Qualifiers	\$25.00 / team
Global	\$30.00 / team
NIT	\$30.00 / team

Estimated Total Payment for 2020: \$42,000.00

10. AR USSSA understands that they, nor any of their umpires or officials, are employees of the City of Bentonville. AR USSSA is solely for their employees, umpires or officials. AR USSSA is responsible for recruiting, training, evaluating, scheduling, and payment of umpires for all BPR baseball programs.

11. AR USSSA will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and Workman's Compensation insurance.
12. AR USSSA may be required to maintain insurance and provide proof of such.
13. All AR USSSA employees or officials providing the services to BPR, as described in this Memorandum of Understanding, are required to pass a mandatory background check prior to the start of the season or league play in order to participate. Background checks will be administered by the City of Bentonville.
14. In the event that an AR USSSA employee or official is not able to be present during a game, it is the responsibility of AR USSSA to provide and train a substitute. AR USSSA must notify BPR management of any substitutes in advance for approval.
15. Upon time of signing this Memorandum of Understanding, AR USSSA shall provide BPR with IRS Form W-9.
16. Not an Agent. It is understood that AR USSSA is not acting as agency for BPR and statutory immunity does not extend to AR USSSA's acts or omission.
17. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or AR USSSA.
18. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
19. AR USSSA and their personnel are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if instructor exhibits behavior that is detrimental to the operation of the department.

Date: _____

Date: _____

Mayor, City of Bentonville

President, Arkansas USSSA Sports (Signature)

President, Arkansas USSSA Sports (Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS UNITED STATES SPECIALTY SPORTS ASSOCIATION FOR PROVIDING BASEBALL UMPIRES FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas United States Specialty Sports Association for providing baseball umpires for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance requested by Parks and Recreation for City Council approval to Arkansas United States Sports Speciality Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding.

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



REQUEST FOR WAIVER OF BID

Date	<u>12/20/2019</u>		
Requested by:	<u>Josh Stacey</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>United States Sports Speciality Association AR</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>42,500.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>42,500.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Arkansas United States Sports Speciality Association AR (USSSA) to schedule and pay individual soccer officials directly for our recreational leagues. USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation soccer leagues are sanctioned by USSSA which is the sole provider in our area for this service.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: December 20th, 2019
Re: USSSA- Soccer Referee Provider

Parks and Recreation is requesting City Council approval of a bid waiver authorizing the Mayor and City Clerk to enter into an agreement with Arkansas United States Sports Specialty Association (USSSA) for providing soccer referees for recreational soccer.

Parks and Recreation utilizes a provider for soccer referees for recreational soccer league play. The provider recruits, trains, schedules, and pays the referees and will invoice BPR for the referee services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates one point of contact, which makes this process much more efficient

The agreement attached, allows Parks and Recreation to enter into a contract with Arkansas United States Sports Specialty Association for the service of providing soccer referees for recreational league play. Due to the demand and number of soccer participants in this program, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating USSSA paying \$42,500 for the service of providing soccer referee. This expense is fully recouped through registration fees for this program.

If you have any questions regarding this item, please let me know. Please call me at 696.0204 or email at jstacey@bentonvillear.com.

Attachments:

Soccer Referee Provider Agreement



Memorandum of Understanding

To: Mike Schmidt, Arkansas United States Sports Specialty Association

From: Bentonville Parks and Recreation

Date: December 15, 2019

Re: Partnership for providing soccer officials for Bentonville Parks and Recreation soccer programs.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between the Arkansas United States Sports Specialty Association (USSSA) and Bentonville Parks and Recreation (BPR) for youth soccer programs operated at Bentonville municipal parks in 2019.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on January 1, 2020 and ending on December 31, 2020.
2. BPR is responsible for managing youth soccer programs, including but not limited to the leagues and tournaments for citizens of Bentonville.
3. BPR will create marketing and registration material for recreational leagues and tournaments, allowing for input from USSSA where it pertains to official's and participant's needs.
4. BPR will create all schedules for games and tournaments for the soccer programs, allowing for input from USSSA where it pertains to official's and participant's needs.
5. USSSA will be responsible for providing officials for soccer events located in Bentonville public parks.
6. USSSA understands that they, nor any of their employees, officials or contractors are employees of the City of Bentonville. USSSA is solely responsible for their personnel, including the recruiting, training, evaluation, scheduling and payment of officials for all BPR soccer programs.
7. Officials provided by USSSA will be expected to contact BPR for questions regarding the program, assigning, or any other relevant information to successfully officiate the games.

8. USSSA will ensure that all officials are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
9. For the purpose of defining "seasons" in this Memorandum of Understanding, fall and spring seasons serve as single, separate seasons.
10. Invoicing:
USSSA shall submit a signed invoice to the remittance address below bi-weekly on Tuesdays, with exact dates to be determined between BPR and USSSA prior to the season start.

Invoice Remittance Address:
City Hall – ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

11. BPR agrees to pay the following rates to USSSA for officials for the 2020season(s):

Youth Soccer Official(s)

Description	Number of Crew	Payment per game, per official or marshal
U9	1	\$20.00/game per official
U10	1	\$20.00/game per official
U12	1	\$20.00/game per official
Junior High	1	\$25.00/game per official
Adult	1	\$45.00/game per official
Youth Field Marshall	1	\$25.00/game per marshal
Adult Field Marshall	1	\$55.00/game per marshal
Coach Trainer	1	\$25.00/game per trainer
Referee Assignor	1	\$6.00/game scheduled

BPR will provide USSSA a detailed list of official's games and pay rate for each game, with a total for each official, prior to each bi-weekly payment period.

Total anticipated annual payment to USSSA: \$42,500.00

12. In the event that a USSSA official is not able to be present during a game, it is the responsibility of USSSA to provide and train a substitute official. USSSA must notify BPR management of any substitutes in advance for approval from BPR.
13. Not an Agent. It is understood that USSSA is not acting as an agency for BPR and statutory immunity does not extend to USSSA's acts or omission.
14. USSSA may be required to maintain insurance, including Workers Compensation, and provide proof of such.
15. Upon time of signing this Memorandum of Understanding, USSSA shall provide BPR with IRS Form W-9.
16. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
17. All USSSA employees or officials providing the services described in this Memorandum of Understanding are required to pass a mandatory background check prior to the start of the season in order to participate. Background checks will be administered by the City of Bentonville.
18. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or the USSSA Director.
19. USSSA, their employees and officials, are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any USSSA personnel exhibits behavior that is detrimental to the operation of the department.

Date: _____

Date: _____

Mayor, City Of Bentonville (Signature)

Director, AR USSSA Sports (Signature)

Director, AR USSSA Sports (Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS UNITED STATES SPORTS SPECIALTY ASSOCIATION FOR PROVIDING SOCCER OFFICIALS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Arkansas United States Sports Specialty Association for the service of providing soccer officials for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this entity is sole provider of this service for sanctioned events in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

David Wright

Department

Parks

Phone

271-6813

ACTION REQUIRED:

Ordinance waiving competitive bid for City Council approval to Eco-Counter, for the purchase of an electronic trail use tracking device in the amount of \$28,905.00.

COST TO CITY:

Cost of this Request: \$28,905

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/31/2019</u>		
Requested by:	<u>Wade Tomlinson</u>		
Department:	<u>Parks</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Digital Pedestrian and Bicycle Counter</u>		
Year & Model:	<u>Eco-DISPLAY Classic Plus: Pedestrian and Bicycle Display Counter</u>		
Serial #	<u>SDEB0001</u>		
To Be Purchased From:	<u>Eco-Counter Inc.</u>		
	<u>604-3981 Saint-Laurent Blvd.</u>		
	<u>Montreal, QC H2W 1Y5 Canada</u>		
Amount:	Base Amount:	\$	<u>28,905.00</u>
	Tax:		<u> </u>
	*Other:		<u> </u>
	TOTAL	\$	<u>28,905.00</u>
* List all other costs: _____			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Waiver is for the purchase of a Trail Counter Display / Sign for the Razorback Greenway. This project was publicly bid on two occasions. One attempt resulted in no bids being submitted. The second produced one bid, but at a price that far exceeded our project budget. This project is paid for by a trail improvements grant from the Walton Family Foundation.			
_____ Department Head		_____ Director of Finance & Administration	

Memo



To: City Council, Mayor Orman
From: Wade Tomlinson, Parks and Recreation Director
Date: January 2, 2020
Re: City Council approval of an ordinance waiving further competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for a purchase from Eco-Counter Inc.

City Staff is seeking City Council's approval of an ordinance, waiving additional competitive bidding and authorizes the Mayor and City Clerk to enter into an agreement with Eco-Counter, Inc. for the purchase of an Eco-Display Classic+ Pedestrian and Bicycle Display Counter. This purchase is for the counter as well as bundled items required for the installation of the product (see quote sheet). The purchase does not include the installation of the counter.

This purchased Counter will allow the City to electronically track the users of the Razorback Greenway through Downtown Bentonville. The product is able to differentiate between bicyclists and pedestrians allowing the City to learn more about trail users and user patterns. The unit will be placed at the Razorback Greenway trail head at Compton Garden. The unit is powered by electricity and actively collects data 24/7.

This counter and its installation was originally bid for an opening on November 4, 2019. No bidders submitted a bid for that opening. Another attempt was made for a bid opening that opened on November 19. At this opening, one bidder submitted a bid. However, the price for the product far exceeded anticipated costs. At that point, we determined the most economical route was for the City to self purchase the device from the manufacturer and either self install, or to hire a company for installation only. That decision will be made upon receipt of the device.

Funding for this counter comes from the balance of the 2.1 million dollar Walton Family Foundation grant that has already allowed the city to build such facilities as:

- The A Street Parking lot
- Trail Straightening Projects
- Trail Bridges
- Trail Crossing Improvements / Hawk Signal on Moberly

If you have any questions regarding this item, please email me at wtomlinson@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Request for Bid Waiver

TECHNICAL SHEET

ECO-DISPLAY CLASSIC+

The Eco-DISPLAY Classic+ is an eye-catching and powerful display that makes cyclists and pedestrians a more visible part of the urban landscape. Composed of one or several matrix displays, the Eco-DISPLAY Classic+ displays real-time passages that are registered by the counter, with cumulative daily, monthly, or even yearly counts. It can also display scrolling or fixed texts of your choice on each side. Both sides are fully customizable (colors, display areas, scrolling behavior, etc.). The counts registered are sent to our online software solution Eco-Visio, where they can be analyzed and shared with the public. The ComEth*-based system also allows for rich ITS integration options.

+ Highly customizable display

+ Display visible at night



General Characteristics

Installation	Installation with an anchor base
Waterproofness	IP55
Temperature Resistance	- 30°C / + 50°C (- 22°F to 120°F)
Design	Fully customizable
Settings	Embedded Web server for maintenance and sensor settings on site or remotely (through WIFI or Ethernet communication)
Sensor Associated	Compatible with any Eco-Counter® sensor, except CITIX-IR

* ComEth is a registered trademark of the French Ministry of the Interior.

Physical Characteristics

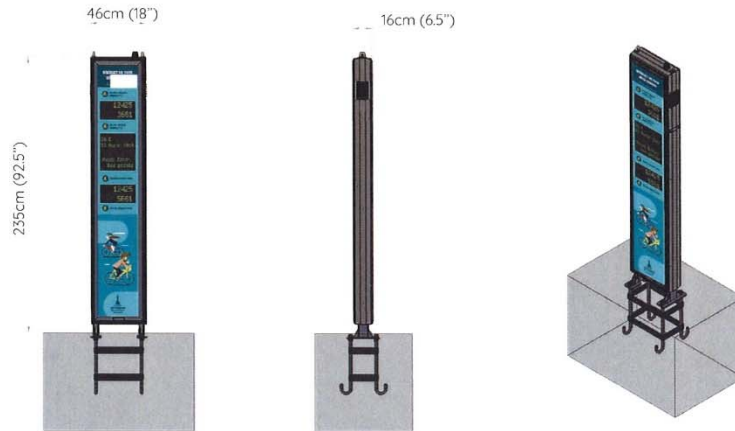
Dimensions	239 x 46 x 16cm (94 x 18 x 6.5 inches)
Weight	= 110kg (242.5 lbs)
Wind Resistance	Zone 5 according to NV65 standard
Display Surface	+ RGB LED lights - 16 colors + Pixel pitch: 5mm (0.2") + Automatic adjustment to ambient light levels + Display surface size: 32 x 16cm (12.5" x 6"), 32 x 32cm (12.5" x 12.5") or 32 x 64cm (12.5" x 25")
Material	+ Aluminum frame and shock-resistant polycarbonate (Lexan®) + Graffiti-proof and rust-proof powder coating
Frame Color	Graffiti-proof painting - Customizable color
Power Supply	Client must provide 230/110 VAC power supply
Power Consumption	+ Max. 360W (double-sided Eco-DISPLAY Classic+) + Average: 80W
Connection to the Sensor	Wired connection to the sensor - CAN protocol
Hole Dimensions for the Anchor Base	H x L x W = 600 x 700 x 600mm (23.5 x 27.5 x 23.5 inches)



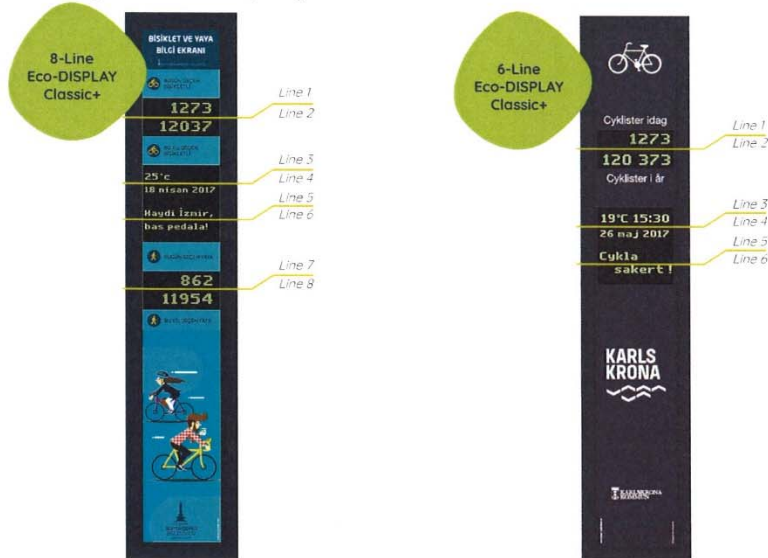
TECHNICAL SHEET

ECO-DISPLAY CLASSIC+

Dimensions



Examples of Display Combinations



Europe: Worldwide
4 rue Charles Bourseul 22300 Lannion France
+33 2 96 48 48 81

North America
604-3981 St. Laurent Blvd. Montreal, QC H2W 1Y5 Canada
Toll Free: 1-866-518-4404 Direct: 1-514-849-9779

eco-counter@eco-counter.com | www.eco-counter.com



Eco-Counter

604-3981 St-Laurent
Montréal, Quebec
H2W 1Y5, Canada

Contact : Olivia White
Email : olivia.white@eco-counter.com
Phone : 5146476722

Customer Number : 3448

Quote Number : D-052114

QUOTE

Customer

City of Bentonville
Attn: Crant Osbourne
401 SE Moberly Lane
Bentonville, AR
72712, United States

Contact : David Wright

Delivery address if different

City of Bentonville
Attn: Crant Osbourne
401 SE Moberly Lane
Bentonville, Arkansas
72712, United States

Subject City of Bentonville - Eco-Display Classic+ Counter

Date : 12/19/2019

Code	Description	Unit Price	Qty	Price
Eco-DISPLAY Classic Plus: Pedestrian and Bicycle Display Counter			1	\$ 26,905.00
SDEB0001	Eco-DISPLAY Classic+ Single-Sided - 4-line Matrix - 32x32cm (12.6"x12.6")	\$ 14,500.00	1	\$ 14,500.00
1994	220-240VAC/50Hz Power Supply for ECO-DISPLAY CLASSIC +	\$ 0.00	1	\$ 0.00
SGCPM0031	Urban Post MULTI Pedestrians/Cyclists Sensor for ComEth - With Direction - 2 loops	\$ 3,875.00	1	\$ 3,875.00
761	Rainbird Manhole for soil installation	\$ 85.00	1	\$ 85.00
1599	ComEth Adapter	\$ 550.00	1	\$ 550.00
1879	Cable COMETH CAN package	\$ 125.00	1	\$ 125.00
1859	Cable for Cometh Adapter (price per meter)	\$ 4.00	50	\$ 200.00
831	Eco-Visio PROFESSIONAL Account, Automatic Data Transmission, and Eco-Alert Service (1 year)	\$ 420.00	1	\$ 420.00
1993	Warranty extension for Eco-DISPLAY Classic+ double sided (expires after 5 years)	\$ 3,650.00	1	\$ 3,650.00
842	Public Web Page (1 Counter)	\$ 1,000.00	1	\$ 1,000.00
841	Installation Assistance - 1 Day	\$ 2,500.00	1	\$ 2,500.00
1458	Shipping Cost for Eco-Display Classic	\$ 2,000.00	1	\$ 2,000.00

All prices are in US dollars
Payment by check within 30 days
ACH / EFT / Direct Deposit possible

Delivery lead time 4 to 5 weeks
Please provide tax ID for customs clearance

Total \$ 28,905.00

Eco-Counter Inc. 604-3981 Saint-Laurent Blvd - Montreal, QC H2W 1Y5 Canada
Phone: 514-849-9779 - Toll Free: 1-866-518-4404 - Email: sales@eco-counter.com
EIN: 980662778 - DUNS: 246844323

www.eco-counter.com

1 / 1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ECO-COUNTER INC. FOR THE PURCHASE OF AN ELECTRONIC TRAIL USE TRACKING DEVICE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into an agreement with Eco-Counter Inc., for the purchase of an electronic trail use tracking device in the amount of \$28,905.00 as set forth in the attached Exhibit A.

Section 2: Because this project has previously been bid twice, resulting in no satisfactory responsive bids within budget, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution approval requested by Parks and Recreation Department authorizing the Mayor and City Clerk to enter into an agreement with Port, in the amount of \$445,000.00, for the master planning services for the 8th Street Gateway Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: December 31, 2019
Re: City Council approval of a resolution authorizing Mayor and Clerk to enter into agreement with Port for the master planning services for the 8th Street Gateway Park.

On June 25, City Council approved a grant award and budget adjustment, in the amount of \$494,000, from the Walton Family Foundation. The grant is a result of our desire to acquire land and provide additional recreational and greenspace for citizens who reside west of Walton Boulevard.

After Council accepted the grant, staff accepted qualifications and interviewed multiple consulting firms to perform the master plan for this (appx) 100 acres of land. Our committee chose Port. Port was chosen by our team because of their experience with similar projects and the “out of the box” approach to collecting public input. Similar projects to ours is the Urban Wilderness Gateway in Knoxville, TN and City Loop in Denver, CO. These projects were similar to scale and scope to what we believe our potential project may look like.

If approved, Port will begin their project immediately. As we do with all of our master planning projects, Parks and Recreation will assemble a steering committee to work with staff and consultants to ensure we are designing based on our citizens’ needs. Our planning will include multiple stages of public input to collect data and to approve final designs. Conceptual plans will be vetted thoroughly before presented and approved to Council. Our hope is to have conceptual designs prepared by the summer of 2020.

The contract value is \$445,000. This inclusive total includes subcontractors, travel and model allowance for the project. The total budget for the contract for the grant was \$450,000. The remaining balance from the grant will be used by Parks and Recreation for public input from citizens for the project.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Port Proposal
Walton Family Foundation Grant



December 2nd, 2019

Bentonville Parks and Recreation

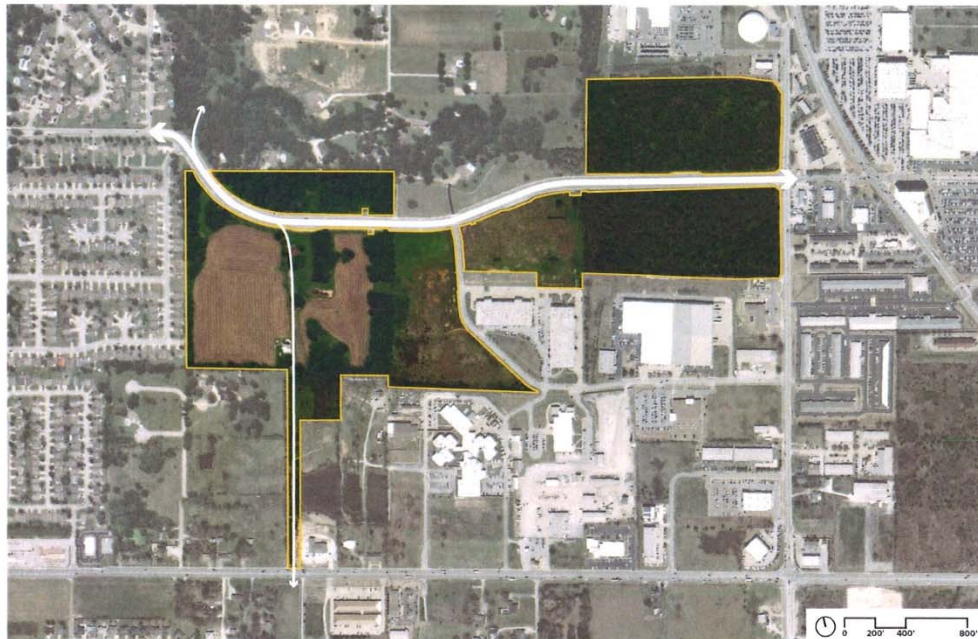
BENTONVILLE 8th STREET GATEWAY PARK MASTER PLAN

SCOPE OF SERVICES

Bentonville Parks & Recreation (BPR) will retain PORT Architecture and Urbanism, LLC (PORT) to provide the following scope of services:

General

The scope of work for the 8th Street Gateway Park master planning services is divided across three (3) tasks to be carried out consecutively over thirty-two (32) weeks and includes active analysis, planning, engagement and design work. It anticipates four public events; multiple meetings with stakeholders and focus groups; in-process and end of task design presentations; agency reviews; council reviews; and consultant coordination. The work products for each task will be packaged into summary reports, including a final report and an executive summary document to be submitted upon completion of the full master planning scope of work at the end of the thirty-two (32) weeks.



Site Description

The 100-acre (110-acres including 8th Street) project area is comprised of mostly contiguous, but diverse parcels ranging in scale, proportion, topography, ecology, habitat and current ownership. The parcels are defined by a variety of pronounced primary landscape conditions including open grassland, woodland, wetland, creeks, drainage culverts, power-line easements, vacant structures and varied adjacent uses including residential, institutional and manufacturing. Eighth Street is an over-

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scaled roadway bisecting the site and represents an important 10-acre project scope area, along with adjacent greenway trail connections.

TASK 1: SITE ANALYSIS + PROGRAMMING (8 Weeks)

PORT will organize a Project Kickoff and Site Visit with BPR Staff in order to: 1) introduce the PORT team and review roles/responsibilities; 2) review the project work plan including work schedule, meetings, presentations and deliverables; 3) to discuss and identify key site issues and stakeholders; and 4) review a public engagement strategy, budget and timeline. The PORT consultant team will spend time documenting the full extents of the 8th Street Gateway Park site and surroundings, including drone photography.

The site documentation will be incorporated into base mapping of the project area utilizing available cartographic and GIS data, publicly available historic aerials and maps, as well as survey data. This base mapping exercise will explore the history of Bentonville and the Gateway Park site, understanding the park within its evolving Bentonville context. The PORT team will document relationships between the new Gateway Park and its surrounding neighborhoods, institutions, multi-modal circulation network, public spaces (both existing and proposed) and nearby development (ongoing and proposed).

Within this base mapping exercise, more detailed investigations will also be developed as we dig deeper into the site. We can anticipate that these detailed studies may include an aerial site survey; hydrological analysis of waterways, culverts, and select sub-surface water conveyance systems; ecological habitat analysis for remediation, expansion and preservation; and a comprehensive land-use analysis that includes delineation of woodlands, meadows, site utilities and infrastructure. This site analysis work will provide a base-line understanding of the site utilized for targeted City Staff, Stakeholder and Community Meetings.

Task 1 Meetings:

- Design Team + BPR Meeting, Site Walk + Documentation (Trip 1)
- Design Team, BPR Meeting/Workshop + Stakeholder Introduction Meetings (Trip 2)
- Stakeholder Site Research + Analysis Meetings (Trip 3)
- Community Event #1 Community Meeting/Event (Trip 4, Public Engagement Event 1 of 4)
- Weekly/Bi-Weekly Video Conference Meetings with BPR Project Management Team

Task 1 Deliverables (digitally submitted in PDF format unless otherwise noted)

1. Task 1 Work Plan
2. Existing Site Conditions Mapping and Analysis
3. Draft Site Programming and Access Plan
4. Hydrology + Stormwater Management Analysis
5. Habitat Remediation, Preservation + Expansion Analysis
6. Trail + Connectivity Analysis
7. Research and Assembly of Relevant Recreational Area Gateway Case Study Projects
8. User Group + Needs Assessment Analysis
9. Draft Guiding Principles and Vision Statement
10. Presentations for Stakeholder Meetings
11. Planning, Design, Coordination and Production for Community Engagement Event #1
12. Task 1 Site Analysis and Programming Summary Document



TASK 2: DRAFT MASTER PLAN (16 Weeks)

PORT will prepare three (3) distinct conceptual Master Plan strategies for the 8th Street Gateway Park. These three alternative proposals are intended to explore a range of potential responses to the feedback and conclusions gained from Task 1 in terms of scale of investment, scope of transformation, and character of the proposed reconfiguration. Each of the three strategies will pay special attention to potential programming opportunities and activities; trails, roadway, access and greenway connectivity (and with surrounding areas); accessibility and mobility within the Park; opportunities to expand and enhance artistic, historical and cultural Park assets; and provide clear ecological strategies related to hydrology management, biotic cultivation and habitat expansion.

Upon completing the three alternative approaches, PORT will hold its second round of Stakeholder Meetings and a Public Workshop (Community Engagement Event #2). The Stakeholder Meetings and Public Workshop will be conducted in two parts. The first is a summary, review and discussion of the site analysis and community input gathered during Task 1, including an articulation of site strengths and weaknesses, as well as site opportunities and challenges. The second part of the workshop will then pivot to a more projective overview and discussion of the three different Master Plan approach strategies. These meetings will utilize a combination of easily accessible visual analysis, compelling precedent imagery and manipulatable physical design models that invite public experimentation and novel thinking by all generations and backgrounds.

Based on the discussion, feedback and evaluation of the three concept master plan alternatives by BPR, project partners, and project stakeholders, the PORT team will undertake the elaboration of a preferred Draft Master Plan for the park. This Draft Master Plan is anticipated to be a hybrid of the three alternative concept strategies, rather than the advancement of one of the alternatives. The Draft Master Plan package will include the visual and narrative description of the overall project approach; identification of individual project components; outline of a proposed implementation strategy, as well as exploration of possible phasing. It will also include the preparation of order of magnitude cost estimates for various proposed project components. The Draft Master Plan for the 8th Street Gateway Park will be presented to stakeholders and the interested public at a third community event. This presentation will briefly introduce the three alternatives before delving into the recommendations of the Draft Master Plan. The purpose of this public meeting is to solicit feedback and commentary on the draft master plan. This feedback will be used to refine the Final Master Plan recommendations and strategies in Task 3.

Task 2 will conclude with a Draft Master Plan Summary Report for the 8th Street Gateway Park that will include all necessary maps, plans, sections, perspectives, diagrams and data necessary to express the primary planning recommendations, as well as their background logic or basis. In addition, it will include project and site history; project goals; synopsis of site inventory and analysis; synopsis of public engagement; the three concept master plan alternatives; and an implementation strategy including role and responsibilities, proposed phasing, order of magnitude costs, possible funding sources, and maintenance and operations recommendations. This content will be packaged into both a written/illustrated report, as well as a slide presentation.

Task 2 Meetings:

- Task 2 Kick-Off Meeting—Design Team, Stakeholder and BPR (Trip 4)
- 3 Draft Master Plan Approach Options—Design Team, BPR Meeting/Workshop + Stakeholder Meetings (Trip 5)
- 3 Master Plan Approach Options—Community Workshop Event (Trip 6, Public Engagement Event 2 of 4)
- 90% Draft Master Plan—Design Team, Stakeholder + BPR Review (Trip 7)
- 90% Draft Master Plan—Community Event (Trip 8)



- Weekly/Bi-Weekly Video Conference Meetings with BPR Project Management Team

Task 2 Deliverables (in PDF Format unless otherwise indicated):

1. Task 2 Work Plan
2. Preparation of three alternative planning and design strategies including: diagram(s), plan(s), section(s), conceptual ground level view(s), aerial overview(s), order of magnitude budget; and a physical model (scale to be determined) for each strategy
3. Planning, Design, Coordination and Production for Community Engagement Workshop Event #2
4. Presentations for Stakeholder Meetings
5. Preparation of a preferred/hybrid Draft Master Plan including diagram(s), plan(s), section(s), conceptual ground level view(s), aerial overview(s), and a physical model
6. Order of Magnitude Budget, Phasing Strategy + Priority Projects
7. Planning, Design, Coordination and Production for 90% Draft Master Plan Community Engagement Event #3
8. Task 2 Draft Master Plan Summary Document

TASK 3: FINAL MASTER PLAN + REPORT (8 Weeks)

Based upon the conclusions drawn and feedback collected in Task 2, the PORT team will begin an (8) week process of final refinement of the 8th Street Gateway Park Master Plan recommendations. It will include, but is not limited to, a statement of mutual values informing the recommendations outlined in the Master Plan; explanation of analysis process and conclusions; explanation of the community engagement process and its outcomes; and articulation of near-, medium- and long-term projects with an associated implementation plan including responsible parties, capital costs and obstacles to achievement. Particular attention will be paid in this task to clearly scoping what design projects will follow on the completion of the Master Plan so as to maintain project momentum beyond preparation of the planning document. As such, an order of magnitude (master plan level) cost estimate for the execution of each of these project phases will be included in this final Master Plan report.

This report will include all necessary maps, plans, sections, perspectives, diagrams and data necessary to express these recommendations, as well as their background logic or basis. It will include project and site history; project goals; synopsis of site inventory and analysis; the three concept master plan alternatives; possible funding sources, and maintenance and operations recommendations. This content will be packaged into both a written/illustrated report, as well as a slide presentation. Companioning the Final Master Plan Report will be an executive summary that will distill the 32 weeks of work outlined in this proposal into clear, legible recommendations and actionable priorities. Following completion of Task 3, PORT will organize a celebratory event that will serve to build public attention and elevate community and city momentum for implementing the recommendations of the Master Plan. The Final Master Plan Report + Executive Summary Submission will conclude Task 3, incorporating documentation of the Celebratory Event.

Task 3 Meetings:

- Task 3 Kick-Off Meeting—Design Team, Stakeholder and BPR (Trip 8)
- Community Event—Final Master Plan, Celebration Event/Installation (Trip 9, Community Engagement Event 4 of 4)
- Weekly/Bi-Weekly Video Conference Meetings with City Project Management Team

Task 3 Deliverables (in PDF Format unless otherwise indicated):

1. Task 3 Work Plan
2. Presentations for Stakeholder Meetings



3. Final Order of Magnitude Budget, Phasing Strategy + Priority Projects
4. Planning, Design, Coordination and Production for Final Master Plan Community Engagement Event #3
5. Master Plan Report (Task 3 Report) + Master Plan Process Executive Summary

SUB-CONSULTANT TEAM SCOPE OF SERVICES

Master Plan—Ecological + Civil Engineering Services

Ecological Design Group
120 South Izard St.
Little Rock, AR 72201

Master Plan—Mobility, Connectivity + Roadway Design Services

Toole Design
172 E Main Street, Suite 300
Spartanburg, SC 29306

General Requirements and Definitions:

- Consultant represents that it has the experience, personnel, and resources to perform its services, and that all personnel engaged in the work hereunder shall be fully qualified and authorized or permitted under applicable law or regulations to perform such services. None of the work or services shall be subcontracted without the prior written approval of PORT.
- Consultant will perform or cause to be performed those services described below in accordance with all laws, regulations, applicable codes, with the provisions of this Agreement and the Prime Contract, and with applicable professional standards of care. Consultant shall take all necessary steps to perform the services in an expeditious and timely manner as required by the Prime Contract and this Agreement.
- Basic Services are those services to be performed by the Consultant for the fee set forth in this Agreement. Additional Services are services outside the scope of Basic Services that Consultant shall perform only if authorized in writing by PORT.
- Consultants will perform services in accordance with the general scope of work and deliverables described in the Primary Agreement.

Services Specific to Ecological Design Group:

Task 1 Site Analysis + Programming

- Team Kick-Off Meetings
- Existing Hydrology + Water Management Analysis
 - Provide a drainage study for the site
 - Provide an assessment for desirable hydraulic patterns.
- Existing Habitat Analysis
 - Ops for Remediation, Expansion + Preservation
 - Provide existing conditions habitat value assessment, ranked from low-medium-poor.
 - Provide an existing plant species inventory, understory may be limited due to season performed.
- Site Analysis Team Workshop
- Participate in Task 1 Community Event #1
- Weekly / Bi-Weekly Check-In / Team Go-To-Meetings

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Task 2 Draft Master Plan

- Task 2 Kick-Off Meetings
- Three Draft Master Plan Approach Strategies
 - Review + Feedback w/ Emphasis on Ecological + Civil Concepts
 - Assist re: Landscape and Civil Scope for Order of Magnitude Budget
- Three Draft Master Plan Strategies Design Review Meetings/Workshops in Bentonville
- Three Draft Master Plan Options
 - Review + Feedback w/ Emphasis on Ecological + Civil Concepts
 - Assist re: Landscape and Civil Scope for Order of Magnitude Budget
 - Participate in 3 Master Plan Options Community Event #2
 - 3 Master Plan Options Team Meetings in Bentonville
- Draft Master Plan
 - Review + Feedback w/ Emphasis on Ecological + Civil Concepts
 - Assist re: Landscape and Civil Scope for Draft Master Plan Budget
 - Participate in Draft Master Plan Community Event #3
 - 3 Master Plan Options Team Meeting in Bentonville
- Weekly / Bi-Weekly Check-In / Team Go-To-Meetings

Task 3 Final Master Plan

- Task 3 Kick-Off Meetings
- Final Master Plan
 - Review + Feedback w/ Emphasis on Ecological + Civil Concepts
 - Assist re: Landscape and Civil Scope for Final Master Plan
 - Design Review Meetings/Workshops in Bentonville
- Weekly / Bi-Weekly Check-In / Team Go-To-Meetings
- Final Team Meetings + Presentations
- Participation in Community Event #4

Services Specific to Toole Design:

Task 1: Site Analysis + Programming

- Participate in one (1) project kickoff meeting in Bentonville;
 - Toole Design to provide overview of work completed to date that has bearing on 8th Street Gateway Park
- Participate in up to two (2) call/screenshot team check-in meetings
- Participate in one (1) site analysis workshop in Bentonville
- Review and provide comment on Trail + Connectivity Analysis, as completed by PORT
- Review and provide comment on 8th Street Analysis, as completed by PORT
- Participate in one (1) community event in Bentonville

Task 2: Draft Master Plan

- Participate in one (1) Task 2 kickoff workshop in Bentonville
- Participate in up to five (5) call/screenshot team check-in meetings
- Review and provide comment on up to three (3) master plan approach option drafts with regard to trails, connectivity, and 8th Street
- Assist in the development of order-of-magnitude opinions of probable cost for 8th Street and trail components; perform up to four (4) updates as draft master plan is refined
- Participate in one (1) master plan options community meeting in Bentonville
- Review and comment on up to three (3) master plan options with regard to trails, connectivity, and 8th Street
- Review and comment on 90% and 100% draft master plan with regard to trails, connectivity, and 8th Street

Task 3: Final Master Plan

- Participate in one (1) Task 3 kickoff workshop in Bentonville
- Participate in up to two (2) call/screenshot team check-in meetings



- Assist in finalizing order-of-magnitude opinions of probable cost for 8th Street and trail components for inclusion in final master plan

Consultant Fees:

Time spent by the consultant team on the Scope of Services will be in accordance with the lump sum amount of **\$445,000**, including travel to Bentonville and model fabrication. The fee is broken down by consultant and task, as follows:

	<u>PORT</u>	<u>EDG</u>	<u>Toole Design</u>	<u>Additional Sub</u>
Task 1: Site Analysis + Programming (8 Weeks)	\$80,000	\$11,500	\$11,500	TBD
Task 2: Draft Master Plan (16 Weeks)	\$160,000	\$14,500	\$14,500	TBD
Task 3: Final Master Plan (8 Weeks)	\$80,000	\$5,500	\$6,500	TBD
Total:	\$320,000	\$31,500	\$32,500	\$15,000

NOTE: PORT will hold **\$15,000** for additional consultants that may be contracted by PORT, as approved in advance by BPR, on an as-needed basis during the master planning scope of services.

Travel and Model Fabrication:

Travel costs for PORT personnel to travel to Bentonville from Chicago/Philadelphia for the nine (9) trips scheduled across Tasks 1-3 will be billed at a lump sum of **\$36,000** total, inclusive of taxi, airfare, car rental, meals, parking and accommodations. PORT will also hold an allowance of **\$10,000** for model materials and fabrication.

Budget Summary:

Consultant Fees:	\$399,000
Travel Expenses:	\$36,000
Model Fabrication :	\$10,000

TOTAL: \$445,000

Reimbursable Expenses

Other approved reimbursable expenses will be billed at 1.2x the cost, including the following:

- 1) Expenses incurred for courier delivery, overnight mail, outside printing expenses.
- 2) GIS maps, geotechnical reports, site and topographic surveys.
- 3) Necessary non-project-meeting-related travel outside of the city of limits of Chicago or Philadelphia.

Invoicing

PORT will invoice monthly based upon the percentage of services performed as of the invoice date. Any additional services requested by BPR, beyond the scope outlined above, including meetings, will be billed according to the personnel hourly rate table below.

<u>PORT</u>	
Partner	\$195
Design Professional/Senior Associate	\$155
Associate	\$130
Designer	\$115
Intern	\$85
Admin	\$75

PORT | Chicago + Philadelphia | porturbanism.com



<u>EDG</u>		
Principal Landscape Architect		\$150
Principal Civil Engineer		\$150
Project Manager Landscape Architect		\$130
Project Manager Civil Engineer		\$130
Project Manager		\$130
Landscape Architect		\$120
Civil Engineer		\$120
Civil Engineer Intern		\$95
Illustrator/Graphics Designer		\$90
Landscape Designer		\$90
Botanist		\$70
Biologist		\$70
CAD Technician		\$70
Technical/Clerical		\$60

We are excited for this opportunity to be a part of the incredible design and community-driven work in Bentonville, and look forward to working with BPR, project partners, project stakeholders and the Bentonville Community on this transformational project for the city. If you are agreement with the terms set forth herein, please indicate by signing and returning this proposal.

Prepared by:

Accepted by:

PORT Architecture and Urbanism, LLC

Bentonville Parks and Recreation

Name: Andrew Moddrell

Name: David Wright



Title: Partner

Title: Director

Date: 12/2/19

Date:

WALTON FAMILY
FOUNDATION



July 2, 2019

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

RE: Grant 2019-335

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 up to \$494,000.00 to begin the design process for the 8th Street Gateway Park in west Bentonville. 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,



Marc Holley
Interim Executive Director

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

July 2, 2019

Grant 2019-335

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$494,000.00 to the City of Bentonville ("Grantee"). The project term will be July 1, 2019 to March 1, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to begin the design process for the 8th Street Gateway Park in west Bentonville. This grant is more fully described in Grantee's proposal dated April 30, 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: Up to Four Hundred Ninety-Four Thousand Dollars (\$494,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$227,000.00	Upon completion of a signed grant agreement
#2	Up to \$20,000.00	9/1/2019
#3	\$247,000.00	11/1/2019

3. **Payable:** Initial installment of \$227,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

Installment Two: Up to \$20,000 shall be payable upon receipt of documentation of travel expenses during the design firm interview process. Travel expense reimbursement is limited to expenses incurred prior to final selection of the design firm.

Installment Three: Payment of \$247,000 shall be payable upon receipt of an update report on the design process, public engagement and expenses incurred.

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
10/15/2019	Update
3/1/2020	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 #2019-335 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 11. 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 #2019-335 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 July 20, 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: 
Marc Holley (Date)
Interim Executive Director

City of Bentonville

By: 
Mayor Stephanie Orman (Date)
City of Bentonville

**Appendix A: City of Bentonville
8th Street Gateway Park**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: 8th Street Gateway Park		
Outputs		
The City of Bentonville will interview a minimum of three candidates in person from the design firms recommended by the Design Excellence Committee and select a design team for the project.	8/1/2019	Memo from City describing selection criteria and final decision
The City will enter into a contract with the selected design firm to produce design drawings (concept design through schematic design phase) for the 8th Street Gateway Park.	9/1/2019	Executed contract
The design firm will produce a detailed design schedule, with delivery dates for schematic design, design development and construction drawings. Updated plans and cost estimates will be submitted to WFF at each of the milestones, with recommendations from the design firm and grantee on how to proceed compared to capital construction budget estimates.	9/1/2019	Copy of Schedule
Bentonville Parks and Recreation will host a minimum of two (2) public forums and five (5) stakeholder meetings to gather public input from a minimum of 200 residents regarding the future uses of the gateway park.	11/1/2019	Program records
The grantee, partners and the design team will collaboratively define evaluation metrics to be integrated throughout the design process, and a proposed evaluation rubric for post-construction.	11/1/2019	Evaluation rubric
The selected firm will complete a conceptual design for the master plan of the 8th Street Gateway Park.	12/15/2019	Design drawings, renderings
The selected firm will complete a schematic design, with cost estimates, for the 8th Street Gateway Park. Prior to proceeding into Design Development, schematic design documents will be submitted for review by WFF.	3/11/2020	Design drawings, renderings and cost estimates
Outcomes		
Prior to proceeding into Design Development, the Parks and Recreation Master Plan and the Bentonville City Council will review and approve the Schematic Designs and preliminary cost estimates, making adjustments as necessary.	3/1/2020	Meeting minutes
The City and partners will establish a construction timeline and funding plan for the future park.	3/1/2020	Final Grant Report
An evaluation report measuring the design process and outcome based upon the principles of the Design Excellence program will be submitted to WFF for review/comment.	3/1/2020	Evaluation report

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH PORT ARCHITECTURE AND URBANISM, LLC. FOR MASTER PLAN SERVICES RELATED TO THE 8TH STREET GATEWAY PARK.

**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 PORT Architecture and Urbanism, LLC. for Master Plan services related to the 8th Street Gateway Park, in an amount not to exceed \$445,000.00, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

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:

January 14, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Budget adjustment approval by City Council for the Parks and Recreation Department, in the amount of \$19,500.00, to hire Hight Jackson architects for the development of a master plan for the City of Bentonville Animal Services Facility.

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: January 9, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
105030 43410	Professional Services		\$ 19,500.00	\$ (19,500.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 19,500.00	\$ (19,500.00)

Justification:

The request is to provide funding for the master plan phase of the new City Pet / Animal Center. This allows City to place Hight Jackson under contract to develop a concept plan for the new facility and determine the best possible location. At the conclusion of this phase, council will be presented with a design. Upon approval, we will move forward with design development and construction documents.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: December 31, 2019
Re: City Council budget adjustment for \$20,000 to hire Hight Jackson to create the Master Plan of a City Animal Center.

Once City Administration and Staff decided to move forward with operating a City managed Animal Center, we published a Request for Qualifications to create a master plan and construction documents for a new facility.

The City Purchasing Office opened Statement of Qualifications for architectural services on November 4, 2019. A professional selection committee, consisting of representatives from Police, Purchasing, Parks and Mayor's Office, selected the team lead by Hight Jackson. This team includes Hight Jackson and Quorum, from Fort Worth, Texas. You are probably familiar with Hight Jackson as they have lead the effort for many City facilities. The team from Quorum specializes in Animal Centers similar to what we desire to have locally.

This initial budget adjustment is for \$20,000. This is for the conceptual design only for the facility. During the next few months, we will determine the size and location for the facility. After we know what the building size and layout will look like, we will enter into another agreement with Hight Jackson for design development, construction documents and construction observation. Our hope is to have a facility under construction by the end of 2020.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Job Description



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Debbie Griffin

Department

Administration

Phone

254-2028

ACTION REQUIRED:

Resolution supporting Bentonville Brewing Company, participation in the Tax Back Program (The Consolidated Incentive Act of 2003, Section 15-4-2706(d)). The City's support of the resolution will have no fiscal impact on the City, but is required by the State of Arkansas as a component of Bentonville Brewing Company participation.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



 Consolidated Incentive Act of 2003 Incentive Application	OFFICE USE ONLY
	Project #
	Project Manager
	Date Received

Incentive Program	Please select which of the following program(s) are applicable to this application:
	<u>Job Creation:</u>
	☒ Advantage Arkansas (Income Tax Credit program)
	<u>Investment:</u> (construction, expansion, modernization) Applicants may only select one of the following programs:
	☒ Tax Back (Sales and Use Tax Refund program) For new or expanding businesses with a \$100,000 minimum investment

Applicant	<u>Bentonville Brewing Company</u>		
	Local Operating Name of Company		
	<u>901 Douglas St</u>	<u>Bentonville AR</u>	<u>72712</u>
	Mailing Address	City/State	Zip
	<u>901 SW 14th St</u>	<u>Bentonville AR 72712</u>	<u>Benton</u>
	Physical Location of Project	City/State/Zip	County
	<u>Katie Boykin CEO</u>	<u>(970) 402-6006</u>	<u>NA</u>
Name and Title of Local Company Contact	Phone	Fax	
<u>katie@bentonvillebrewing.com</u>	<u>www.bentonvillebrewing.com</u>		
Company Contact e-mail address	Company Website		
<u>Bentonville Brewing LLC</u>			
Complete Company Name, if company is filing for tax credit under a different name			

Project	
Cost Estimate	Land
	Building (a) New construction
	(b) Existing building.....
	Equipment
	TOTAL

Employment	
Present employment:	<u>7</u>
Number of new employees resulting from this project:	<u>8</u>
Average Hourly wage of new employees hired for this project:	<u>\$ 12.50</u>
Total annual payroll of new employees hired for this project:	<u>\$ 208,000</u>
NOTE: To qualify for the income tax credits provided by the Advantage Arkansas program, the company must be an eligible business and meet the minimum payroll requirements for the Tier (county) in which the project is located. The Tier Map is available on line at www.ArkansasEDC.com.	

NAICS Classification Code	<u>31200</u>
	<u>Brewery-Manufacture & Sell Beer</u>
Description of principal business activity, products manufactured, etc.	
What percentage of the applicant's gross sales are retail sales to the public? ____% (An eligible company must not derive more than 10% of its revenue from sales to the general public)	
If the applicant is a computer-related company, a distribution center, office sector business, motion picture company or a scientific and technical services business, 75% of the applicant's sales revenue must be derived from out of state.	
What percentage of the applicant's sales is derived from out of state? <u>0</u> %	
NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If any of the above information is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits and may be required to repay any benefits received, plus penalty.	

I.D. Numbers	Employer's Federal I.D. Number
	Arkansas Sales or Consumer Use Tax Number

Information for Income Tax Credit	Ownership of Company (Please check the appropriate box.)		
	☐ Individual	☐ Partnership	☒ LLC
	☐ Taxable Corporation (C Corporation)	☐ Small Business Corporation (Sub S Corporation)	
	If ownership of company is Individual, Partnership, LLC or Small Business Corporation, please provide the following information (a separate attachment may be submitted if necessary):		

Name(s) of Owner(s)	Percent Ownership	Social Security Number or Federal Tax I.D. Number
O'Boyle LLC	25	
Brian Lee Robinson	50	
Boyle Ventures	25	

When does your tax year end? 12 31
Month Date

Consultant Information (If Applicable)	Name of Consultant filing this application	Phone	Fax
	Consultant Firm Name		
	Mailing Address	City/ State/ Zip	
	Consultant E-mail address		

Project Plan

Please indicate the activity planned by the company associated with this application.
(Check all that apply)

☒ New Construction ☒ Expansion of existing business ☐ Modernization

Estimated Start Date of Project: 7/10/17 Estimated Completion Date of Project: 1/01/2020

Project Description: A brewing facility & taproom that is over 15,000 sq ft larger than our current facility. Increasing production by 400% with the capacity to increase 600%. Hiring new staff to more than double the workforce

Project Cost Estimates:		
Land:	Description:	
		\$
<i>Land Total:</i>		\$
Building:	New construction: Rent, moving, buildout plumbing & electrical, furnishings & fixtures	\$ 200,000
	Expansion or Purchase of existing facility:	\$
<i>Building Total:</i>		\$ 200,000
<i>New Square Footage</i>		
Machinery and Equipment:	Description: Chiller Brew System Kettles & kegs walk in cooler Fork lift & pallet jacks	\$ 600,000
<i>Machinery & Equipment Total:</i>		\$ 600,000
Total Estimated Project Cost:		\$ 800,000

Certification

The undersigned authority, Katie Boykin acknowledges that he/she is
Company Official (Printed Name)
the owner or authorized official of the applicant company that has the authority to act on behalf of
the applicant.

This affidavit is made for the specific purpose of verifying that the information contained in this
application is true and correct. The applicant acknowledges that only those eligible project costs
incurred and/or employees hired after the date this application is received by the Commission will
be considered for refund or credit. The Advantage Arkansas program requires a separate financial
incentive agreement, signed by the applicant company and the Commission, before hiring any
new, full-time, permanent employees. **The applicant company does hereby agree to report new
job creation and investment figures annually to the Arkansas Department of Finance and
Administration for the term of the incentive agreement and to the Arkansas Economic
Development Commission upon request.**

CEO

Title

10/29/19

Date

Contract Disclosure

Any individual contracting with the State of Arkansas must make full disclosure if he or she is a
current or former: member of the General Assembly, Constitutional Officer, Board or Commission
member, State employee, or the spouse or immediate family member of any of the persons
described herein; or if such persons having any position of control or any ownership interest of ten
percent (10%) or greater in the entity currently applying to contract with the State. Please indicate if
this disclosure is required for this application. Failure to disclose such information is a criminal
offense and shall render any contract with the State of Arkansas null and void.

Disclosure Required?: ☐ Yes or ☒ No

Press Release Disclosure

I ☒ do ☐ do not authorize the Arkansas Economic Development Commission to release to the
press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory.
However, information about benefits received is public information and may be obtained through a
Freedom of Information request filed with the Arkansas Department of Finance and Administration.)

[Signature]
Signature of Company Official

CEO

Title

10/29/19

Date

if you have questions about the incentive programs included in this application, please call the Arkansas Economic Development Commission at 501-682-7675 or visit the Commission's website at www.ArkansasEDC.com.

Submit this application to:
Business Development Division
Arkansas Economic Development Commission
900 West Capitol, Suite 400
Little Rock, AR 72201

AEDC APPROVAL

The Commission's approval of this application is based upon its content. The eligibility provisions of the individual incentive programs will be administered by the Arkansas Department of Finance and Administration upon audit at a later date.

Signature of AEDC Incentives Manager

RESOLUTION _____

**RESOLUTION OF THE CITY COUNCIL OF BENTONVILLE, ARKANSAS
CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO
PARTICIPATE IN THE TAX BACK PROGRAM (THE CONSOLIDATED
INCENTIVE ACT OF 2003, SECTION 15-4-2706(d)).**

WHEREAS, the local government must endorse a business to participate in the Tax Back Program and benefit from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Section 15-4-2706(d); and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, Bentonville Brewing Company located at 901 SW 14th Street, Bentonville, AR has sought to participate in the program and more specifically has requested benefits accruing from expansion and/or construction of the specific facility; and

WHEREAS, Bentonville Brewing Company has agreed to furnish the local government all necessary information for compliance.

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

Section 1. Bentonville Brewing Company be endorsed by the City of Bentonville for benefits from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Section 15-4-2706(d).

Section 2. The Department of Finance and Administration be authorized to refund local sales and use taxes to Bentonville Brewing Company.

Section 3. This resolution shall take effect immediately.

PASSED and APPROVED THIS _____ day of _____ 2020.

APPROVED:

Mayor Stephanie Orman

Attest:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 14, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Resolution declaring five (5) dispatch center consoles as surplus property. The consoles are from our old dispatch center and have since been replaced with new equipment. These consoles are specialized equipment that are best suited for use in a Public Safety Answering Point/9-1-1 Center. Two Arkansas County Dispatch Centers, Lawrence County and Perry County) have expressed an immediate need for the consoles and would each accept 3 and 2 of the consoles respectively. The consoles are all ten plus years old but very serviceable. They are manufactured by Eaton/Wright-Line. Transferring ownership in this manner represents a responsible disposition of property and also saves the city the costs associated with the removal, storage, and proper disposal of items that have a very specific use and limited disposal options. Additionally, this transfer encourages partnerships, supports law enforcement and public safety in Arkansas and provides meaningful assistance to another law enforcement agency that is headquartered in our State.

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. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK