



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, February 25, 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: February 11, 2020**

AGENDA

1. Planning:
 - 1a. **Ordinance accepting a lot split of Lot 1 of Bertschy Subdivision, Bertschy Trust, 1908 SE J Street, C-3, Mixed Use Commercial.**
(Pages 7-9)
The Planning Commission voted 7-0, recommending approval.

A property line adjustment of a piece of un-platted section of land, creating new Lot 1 (+/- 5.08 acres) of Bertschy Subdivision. The plat dedicates a 20-foot utility easement along SE J Street. Sufficient right-of-way is existing along SE J Street.

- 1b. **Ordinance changing real estate from R-1, Single Family Residential to DN-3, Downtown High-Density Residential, Affordable Arkansas Homes, LLC, 802 NW A Street.**
(Pages 10-13)
The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Public/Semi-Public and is surrounded by Medium Density Residential. The property was classified as Public/Semi-Public because at the time the Future Land Use Plan was prepared, the property was used as a daycare facility. This classification includes government offices, educational facilities, community centers, and other uses generally open to the public and providing community-related services or amenities. The Medium Density Residential classification includes townhouses and duplex properties with an inferred density of 8-12 units per acre.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district and the surrounding existing and future land use is medium density. The nearest location of higher density residential land use is two and a half blocks to the south, with NW 5th Street being the current demarcation for higher density residential. Rezoning this property to DN-3 sets a precedence in moving higher density further north than in the Future Land Use Plan.

The property is adjacent to a DN-2 property and R-3, Medium Density Residential is within the same block. The property fronts a Collector street per the Master Street Plan, which carries a higher amount of traffic than a Local street. In addition, the use of the coffee shop and small-scale retail store would provide needed services for the surrounding neighborhood. Use of this vacant property would assist in continued revitalization of the area. An approval to rezone this property to DN-3 should be made with an understanding of the existing conditions, as well as the impact such a zoning could have on the surrounding area.

- 1c. **Ordinance changing real estate from C-2, General Commercial & DN-4, Downtown Mixed-Use Residential to PUD, Planned Unit Development, Crystal Bridges Museum of American Art, 507 SE E Street.**

(Pages 14-24)

The Planning Commission voted 7-0, recommending approval.

A Planned Unit Development containing The Momentary and future phases of development to the south. Phase 1 includes a parking garage to service the Momentary and future phases of development. Phase 2 includes a multi-family housing development. Future potential phases include additional multi-family housing, a mixed-use development, and a Momentary expansion. As phasing and design details materialize, this PUD shall be amended accordingly. Major amendments to the PUD shall require additional Planning Commission review and approval.

The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian-oriented traffic.

Because the proposed planned unit development is compatible with existing and future surrounding land uses, staff recommends approval of the proposed rezoning.

2. Public hearing and ordinance vacating an Alley ROW at 540 SE A Street of Mauck-Black Subdivision. **(Pages 25-27)**
3. Public hearing and ordinance vacating a utility easement requested for 3811 US 71 Highway of Lowes Addition. **(Pages 28-31)**

- 4a. Bid Award approval by City Council for construction of the Little Sugar Streambank and Wetland Restoration Project, LSD19-0046. Streamline Environmental, LLC is the apparent low bidder for an amount of \$221,000.00.
(Pages 32-35)
- 4b. Budget Adjustment in the amount of \$68,150.00 to supplement the cost of construction for the Little Sugar Streambank Restoration Project. **(Pages 36-38)**
- 5. Resolution authorizing the Mayor and City Clerk to consent to the assignment of a land lease agreement for an existing hangar footprint located at the Bentonville Municipal Airport.
(Pages 39-47)
- 6. Resolution authorizing the Mayor and City Clerk to execute a Lease between the City of Bentonville, as Lessor and CPS VENTURES, LLC , as Lessee, for a hangar site located at the Bentonville Municipal Airport.
(Pages 48-58)
- 7a. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Thaden School, to accept the funding of \$250,000.00 required to construct a Traffic Signal located at the intersection of SE 8th Street/SE C Street.
(Pages 59-81)
- 7b. Budget adjustment accepting additional funding from Thaden School in the amount of \$250,000.00 for the construction of a signal at the intersection of SE 8th/SE "C". See attached budget adjustment form and development agreement. This funding will be included in the 8th street account for the future 8th street project.
(Pages 82-83)
- 8. Budget adjustment in the amount of \$13,822.00 to install bullet resistant acrylic windows at the District Court building.
(Pages 84-86)
- 9. Budget Adjustment in the amount of \$3,705.00 and increase the contract amount to Jackson Brown Palculict Architects for Station # 7 design.
(Pages 87-89)
- 10. Resolution authorizing the Mayor and City Clerk to enter in to a contract with Mercy Clinic for firefighter physicals. This is a one-year contract with option for two more years.
(Pages 90-109)
- 11. Resolution authorizing the Mayor and City Clerk to enter into an agreement with TOP Engineers to provide engineering design/bidding services for Priority 1 of the fiber backbone project for \$288,636.00. This is a 2020 budgeted item.
(Pages 110-119)
- 12. Motion to notify the Northwest Arkansas Conservation Authority that the City of Bentonville endorses and consents to its conditional settlement agreement reached with USI Consulting Engineers, Inc. and other parties related to the litigation concerning the Osage Creek Sewer Transmission Line. **(Pages 120-124)**



City Council Agenda Items
For City Council Meeting of February 25, 2020
From the February 18, 2020 Planning Commission Meeting

- a. Ordinance accepting a lot split of Lot 1 of Bertschy Subdivision, Bertschy Trust, 1908 SE J Street, C-3, Mixed Use Commercial.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of a piece of un-platted section of land, creating new Lot 1 (+/- 5.08 acres) of Bertschy Subdivision. The plat dedicates a 20-foot utility easement along SE J Street. Sufficient right-of-way is existing along SE J Street.

- b. Ordinance changing real estate from R-1, Single Family Residential to DN-3, Downtown High-Density Residential, Affordable Arkansas Homes, LLC, 802 NW A Street.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Public/Semi-Public and is surrounded by Medium Density Residential. The property was classified as Public/Semi-Public because at the time the Future Land Use Plan was prepared, the property was used as a daycare facility. This classification includes government offices, educational facilities, community centers, and other uses generally open to the public and providing community-related services or amenities. The Medium Density Residential classification includes townhouses and duplex properties with an inferred density of 8-12 units per acre.

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district and the surrounding existing and future land use is medium density. The nearest location of higher density residential land use is two and a half blocks to the south, with NW 5th Street being the current demarcation for higher density residential. Rezoning this property to DN-3 sets a precedence in moving higher density further north than in the Future Land Use Plan.

The property is adjacent to a DN-2 property and R-3, Medium Density Residential is within the same block. The property fronts a Collector street per the Master Street Plan, which carries a higher amount of traffic than a Local street. In addition, the use of the coffee shop and small-scale retail store would provide needed services for the surrounding neighborhood. Use of this vacant property would assist in continued revitalization of the area. An approval to rezone this property to DN-3 should be made with an understanding of the existing conditions, as well as the impact such a zoning could have on the surrounding area.

c. Ordinance changing real estate from C-2, General Commercial & DN-4, Downtown Mixed-Use Residential to PUD, Planned Unit Development, Crystal Bridges Museum of American Art, 507 SE E Street.

The Planning Commission voted 7-0, recommending approval.

A Planned Unit Development containing The Momentary and future phases of development to the south. Phase 1 includes a parking garage to service the Momentary and future phases of development. Phase 2 includes a multi-family housing development. Future potential phases include additional multi-family housing, a mixed-use development, and a Momentary expansion. As phasing and design details materialize, this PUD shall be amended accordingly. Major amendments to the PUD shall require additional Planning Commission review and approval.

The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian-oriented traffic.

Because the proposed planned unit development is compatible with existing and future surrounding land uses, staff recommends approval of the proposed rezoning.



Consent Agenda Items

For Planning Commission meeting of February 18, 2020

Reviewer: Jon Stanley, Senior Planner

- ❖ At the Technical Review meeting held on February 11, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

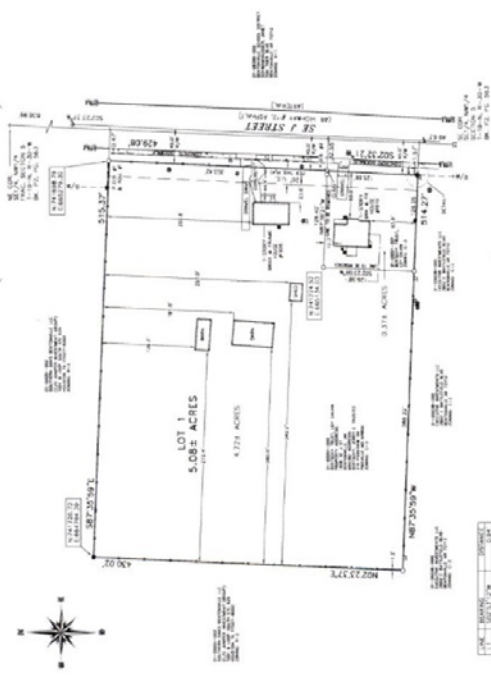
Property Line Adjustment: Lot 1, Bertschy Subdivision, Bertschy Subdivision, 1908 SE J Street, C-3, Mixed Use Commercial, PLA19-0045

A property line adjustment of a piece of un-platted section land, creating new Lot 1 (+/- 5.08 acres), of Bertschy Subdivision. The plat dedicates a 20-foot utility easement along SE J Street. Sufficient right-of-way is existing along SE J Street.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)



PROPERTY LINE ADJUSTMENT (PLA19-0045) - BERTSCHY SUBDIVISION LOT 1



NOTES:

1. THIS PROPERTY IS NOT LIE IN ZONE "M" (MEDIUM DENSITY RESIDENTIAL) AS SHOWN ON THE ZONING MAP. THE PROPERTY IS ZONED "R" (RESIDENTIAL) AND IS SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF DENVER.
2. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1987, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1988.
3. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1989, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1990.
4. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1991, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1992.
5. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1993, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1994.
6. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1995, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1996.
7. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1997, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1998.
8. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1999, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2000.
9. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2001, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2002.
10. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2003, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2004.
11. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2005, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2006.
12. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2007, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2008.
13. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2009, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2010.
14. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2011, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2012.
15. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2013, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2014.
16. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2015, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2016.
17. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2017, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2018.
18. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2019, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2020.
19. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2021, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2022.
20. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2023, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 2024.

DESCRIPTION OF THE PROPERTY:

LOT 1, BERTSCHY SUBDIVISION, PLAT 19-0045, CITY AND COUNTY OF DENVER, COLORADO. THE PROPERTY IS A 5.088 ACRE LOT, MORE OR LESS, BOUND BY SE 1st STREET TO THE NORTH, SE 2nd STREET TO THE SOUTH, AND THE BERTSCHY SUBDIVISION BOUNDARY TO THE WEST AND EAST. THE PROPERTY IS SUBJECT TO THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1987, AND THE EASEMENTS SHOWN ON THE PLAT OF THE BERTSCHY SUBDIVISION, DATED 1988.



LEGEND

1	1" = 100'
2	1" = 200'
3	1" = 300'
4	1" = 400'
5	1" = 500'
6	1" = 600'
7	1" = 700'
8	1" = 800'
9	1" = 900'
10	1" = 1000'
11	1" = 1100'
12	1" = 1200'
13	1" = 1300'
14	1" = 1400'
15	1" = 1500'
16	1" = 1600'
17	1" = 1700'
18	1" = 1800'
19	1" = 1900'
20	1" = 2000'
21	1" = 2100'
22	1" = 2200'
23	1" = 2300'
24	1" = 2400'
25	1" = 2500'
26	1" = 2600'
27	1" = 2700'
28	1" = 2800'
29	1" = 2900'
30	1" = 3000'
31	1" = 3100'
32	1" = 3200'
33	1" = 3300'
34	1" = 3400'
35	1" = 3500'
36	1" = 3600'
37	1" = 3700'
38	1" = 3800'
39	1" = 3900'
40	1" = 4000'
41	1" = 4100'
42	1" = 4200'
43	1" = 4300'
44	1" = 4400'
45	1" = 4500'
46	1" = 4600'
47	1" = 4700'
48	1" = 4800'
49	1" = 4900'
50	1" = 5000'

PROPERTY LINE ADJUSTMENT - (PLA19-0045)

OWNER: LOY CALVIN BERTSCHY TRUST

DATE: 11/11/2024

BY: [Signature]

FOR: [Signature]

WITNESSES: [Signatures]

NOTARIAL PUBLIC: [Signature]

STATE OF COLORADO: [Signature]

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF BERTSCHY
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: PLA19-0045).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 of Bertschy Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 18, 2020; and,

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Affordable Arkansas Homes, LLC

802 NW A Street

PC Date: 2/18/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0001
Applicant / Current Owner	Affordable Arkansas Homes, LLC 700 SE 5 th Street, Suite 1 Bentonville, Arkansas 72712
Site Area	+/- 1.55 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Public/Semi-Public

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located at 802 NW A Street. It is currently zoned R-1, Single Family Residential. It contains an existing structure previously used as a Head Start child care facility, which is now vacant. Adjacent zonings are DN-2, Downtown Medium-Density Residential to the north, and R-1 to the east, south, and west. The applicant is requesting the rezone in order to open a coffee shop and a small-scale retail store.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Public/Semi-Public and is surrounded by Medium Density Residential. The property was classified as Public/Semi-Public because at the time the Future Land Use Plan was prepared, the property was used as a daycare facility. This classification includes government offices, educational facilities, community centers, and other uses generally open to the public and providing community-related services or amenities. The Medium Density Residential classification includes townhouses and duplex properties with an inferred density of 8-12 units per acre.

Public Comment

Staff has received public comment regarding this request.

Analysis

The proposed zoning of DN-3 is not consistent with the Future Land Use Plan. DN-3 is a higher density residential district and the surrounding existing and future land use is medium density. The nearest location of higher density residential land use is two and a half blocks to the south, with NW 5th Street being the current demarcation for higher density residential. Rezoning this property to DN-3 sets a precedence in moving higher density further north than in the Future Land Use Plan.

The property is adjacent to a DN-2 property and R-3, Medium Density Residential is within the same block. The property fronts a Collector street per the Master Street Plan, which carries a higher amount of traffic than a Local street. In addition, the use of the coffee shop and small-scale retail store would provide needed services for the surrounding neighborhood. Use of this vacant property would assist in continued revitalization of the area.

Conclusion

An approval to rezone this property to DN-3 should be made with an understanding of the existing conditions, as well as the impact such a zoning could have on the surrounding area.

Affordable Housing, LLC

702 SE 5th Street Suite 34 | Bentonville AR 72712 | 479.268.4157

January 9, 2020

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

RE: Rezoning Request for 802 NW A Street Narrative

Parcel 01-08237-000 is currently zoned R-1. The proposed zoning request from the current R-1, Single Family Residential, to DN-3, Downtown High Density, will allow for an increased neighborhood density. This zoning change will allow for a new restaurant/coffee shop to be inserted near the bike trails and the downtown commercial areas. The property will relate to the surrounding properties with use and scale. Below are responses to topics related to use, traffic, signage and appearance.

Use:	The current structure will be remodeled and used for a coffee shop/bakery.
Traffic:	The traffic on NW A Street is very light at these parcels and are a few blocks from several north/south and east/west arteries.
Signage:	Any building signage will be submitted to the City for review and approval.
Appearance:	The proposed structures will follow the City's design standards.
Utilities:	There are existing 4" and 12" water lines that run along the West and South side of the property. Sewer runs North to South through the center of the property.

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

- ☒ I/we have no objections to the rezoning.
☐ I/we object to the rezoning because:

I am excited about the possibility of this coffee shop/bakery in the neighborhood! It would be a great addition to Downtown Kentonville!

Signature

James Rowse
Printed Name
707 NW A St.
Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0001).

WHEREAS, Affordable Arkansas Homes, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, HEAD START ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, AR
AS SHOWN ON PLAT RECORD BOOK 22L, AT PAGE 147, RECORDED IN THE BENTON
COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 18, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

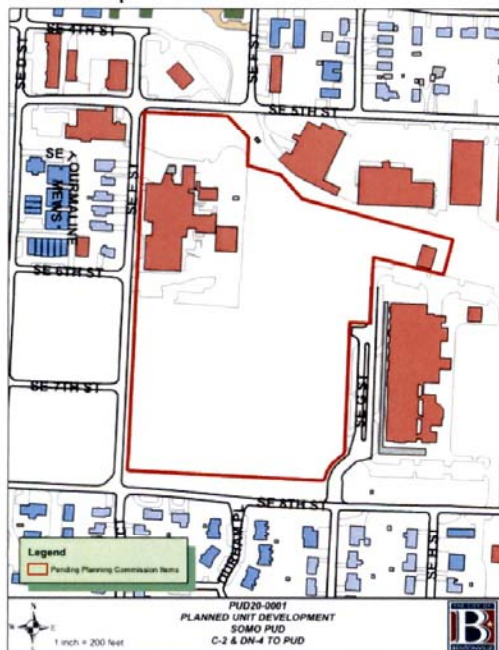
MAYOR

CITY CLERK

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	PUD20-0001
Applicant / Current Owner	Crystal Bridges Museum of American Art 600 Museum Way Bentonville, AR 72712
Site Area	+/- 18.71 acres
Current Zoning	C-2, General Commercial and DN-4, Downtown Mixed-Use Residential
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	Public/Semi-Public and Downtown Commercial

Location Map



A Planned Unit Development containing the existing Momentary Development and future phases of development to the south. Phase 1 includes a parking garage to service the Momentary and future phases of development. Phase 2 includes a multi-family housing development. Future potential phases include additional multi-family housing, a mixed-use development, and a Momentary expansion. As phasing and design details materialize, this PUD shall be amended accordingly. Major amendments to the PUD shall require additional Planning Commission review and approval.

The Future Land Use Plan currently depicts this property as Public and Downtown Commercial. Downtown Commercial Areas typically include mixed-use developments with a focus on design character and pedestrian access. Uses within this land use category typically have a high volume of pedestrian oriented traffic.

Staff has not received public comment on the proposed action.

Because the proposed planned unit development is compatible with existing and future surrounding land uses, staff recommends approval of the proposed rezoning.



Wheeler Kearns Architects
343 South Dearborn Street
Suite 200
Chicago IL 60604
312.939.7787
wkarch.com

SOMO (South of Momentary)

1. Planned Unit Development Intent

The Momentary and Crystal Bridges Museum of American Art (CBMAA) propose this project as a new Planned Unit Development (PUD) to the City of Bentonville. Wheeler Kearns Architects, CEI, and Howell & Vancuren are pleased to submit this proposal.

Reason for requesting zoning change:

The Momentary project adapted the decommissioned Kraft Foods plant into a facility dedicated to the exploration of the visual and performing arts. Now, the Momentary plans to expand towards the south in a series of phases that will incorporate parking facilities, multi-family housing, Momentary program expansion, and mixed-use facilities. There is no current zoning designation that would allow this mix of programs on a single site.

According to the Bentonville Zoning Code notes that the purpose of the PUD district is to "establish a mechanism for a person to propose a commercial, industrial or residential mixed use development that is innovative but which does not strictly comply with the provisions of the zone in which the property is located and cannot be achieved through traditional zoning." We believe that the Momentary expansion is a perfect candidate for a PUD given the unusual nature of the site, the variety of program and uses that are being planned, and the location of the property within the city's strategically-planned Market District development area.

The intent of the project is to provide an environment of stable character in harmony with the surrounding development, and a creative approach to the use of land and related physical development. The Momentary expansion provides common open space for recreational activities for the neighboring residential areas.

How the property will relate to surrounding properties:

The developed property will better relate to and strengthen Bentonville's emerging Market District. This project is an expansion of the concept of the Momentary and the neighboring Eighth Street Market projects. The Momentary has already extended the Razorback Greenway bike trail into it's property, and this expansion will continue to include pedestrian and cyclist circulation paths that weave into the existing community infrastructure. The Momentary Expansion will further enhance the city's strategically-planned Market District development.

2. Description of Land Uses

The Momentary Expansion (including the existing Momentary property) consist of 18.76 acres. The property extends from 8th Street to 5th Street and Town Branch Creek, and from E street to G Street and Eighth Street Market. The project is designed with a series of fire lanes that provide fire truck access to all buildings.

Existing / In Progress: The Momentary was permitted under a museum use.

PUD Phase 1: Phase 1 construction will include a parking facility that will serve the existing Momentary building and site, as well as the future multi-family housing and mixed use projects planned in future phases.



Owner

Crystal Bridges Museum of
American Art.
Rod Bigelow
Executive Director, Chief Diversity Officer
600 Museum Way
Bentonville, AR 72712
Rod.Bigelow@crystalbridges.org
479-418-5700

Property Information

Address:
507 SE E Street

Parcels:
01-03600-000, 01-03605-001, 01-03606-000,
01-17772-000, 01-17771-000, 01-03604-000,
01-00694-001, 01-03605-000, 01-03603-000,
01-03601-000, 01-03608-001

Acreage:
TOTAL: 817,375 SF or 18.76 ACRES.

Project Information

Current Zoning:
C-2 General Commerical
DN-4

Proposed Zoning:
PUD

Proposed Land Use:
Commercial

Applicant/Representative

CEI Engineering Associates
Nate Bachelor, PE
Direct: 479-254-1591
Email: nbachelor@ceieng.com

SOMO

PUD Phase 2: Phase 2 will include a multi-family housing development.

Future Phases: Future Phases include multi-family housing, mixed use development, and Momentary expansion(s) museum/assembly use.

3. Description of Compliance with PUD Criteria

SEC 101.10-A-3 Minimum District Area: The Momentary Expansion (including the existing Momentary property) consist of 18.76 acres. This meets the required minimum of 10 acres.

SEC 401.10-A-4 Zoning and Master Site Plan: A detailed site plan will be provided for approval. Site plans will be modified at each phase of development.

SEC 401.10-B Permitted Use: Phase 1 use will be a parking garage. Future Phases will include multi-family housing, museum/assembly use, and mixed-use development.

SEC 401.10-C Modification of Development Standards: Written Description is provided.

SEC 401.10-C-11 Modifications Permitted: The PUD district may allow the following zoning and development standards to be modified: density, building setbacks, height of building or structure, lot size, lot width, lot depth, landscaping, required off-street parking spaces in instances of mixed residential / commercial uses; and street widths.

SEC 401.10-C-2 Modifications Prohibited: The PUD district shall not allow the following development standards to be modified: sign requirements, grading and drainage, access management, outdoor lighting, screening, residential and commercial street light standards; and, flood damage protection.

SEC 401.10-D-1-a Development Criteria Open Space:

- The Momentary has dedicated over 20% of the total project area to common open space.
- The open space is distributed throughout the PUD district.
- The open space is open to tenants and customers within the PUD and by the general public.

SEC 401.10-D-2 Parking and Off Street Loading: Phase 1 of the project includes a parking garage that will satisfy parking requirements for the project.

SOMO**4. Written Description of PUD**

Total Acreage:	18.76 Acres
Density:	Detail to be provided during future phases
Building Height Max:	85' (height of existing Momentary building)
Overall Site Setbacks:	
E Street	16'
8th Street	50' minimum from OHE
G Street	7'
5th Street	20'
Side & Rear	0'

**Where easements exceed the setback, the easement becomes the setback.*

Parking:	
Garage:	400 spaces provided
Out of Garage:	6 spaces provided
Total:	406 spaces provided
Open Space:	5.5 Acres (29%)
Lot Coverage:	Detail to be provided during future phases
Phasing:	Phase 1 to include a 400 space parking garage, utility infrastructure, paving, stormwater management, and grading. Future phases by individual permit as needed.

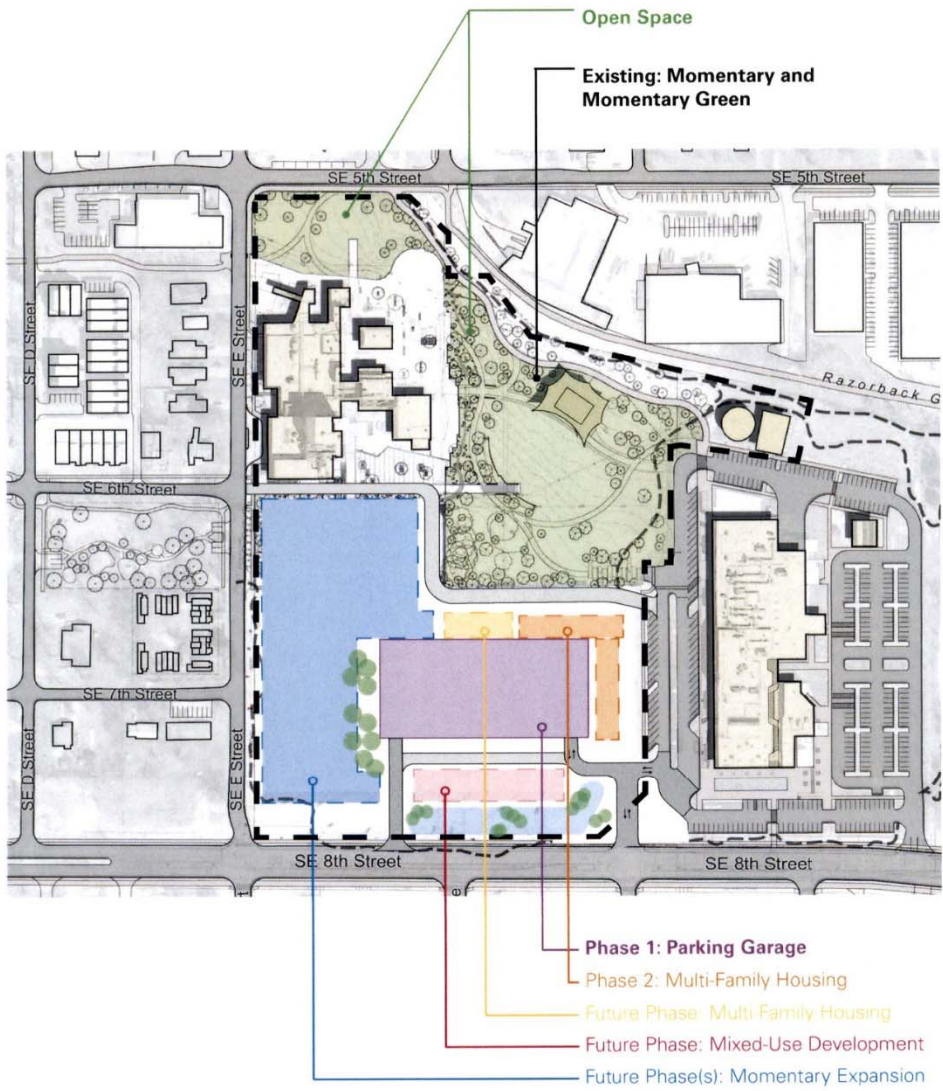
SOMO

PUD Extents



SOMO

Master Site Plan and Phasing



SOMO

Phase 1 Design



South Facade Sketch

The design of the parking garage will complement the existing Market District neighborhood developments, including the Momentary which shares a site with the parking garage. Potential materials include concrete, metal (24-gauge minimum), brick masonry, and glass.

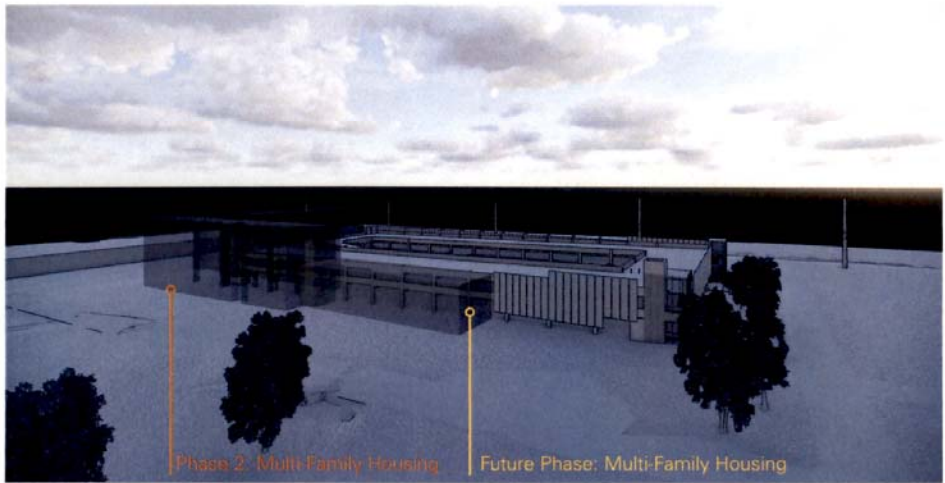


West Facade Sketch

wkarch  **howell&vancuren**

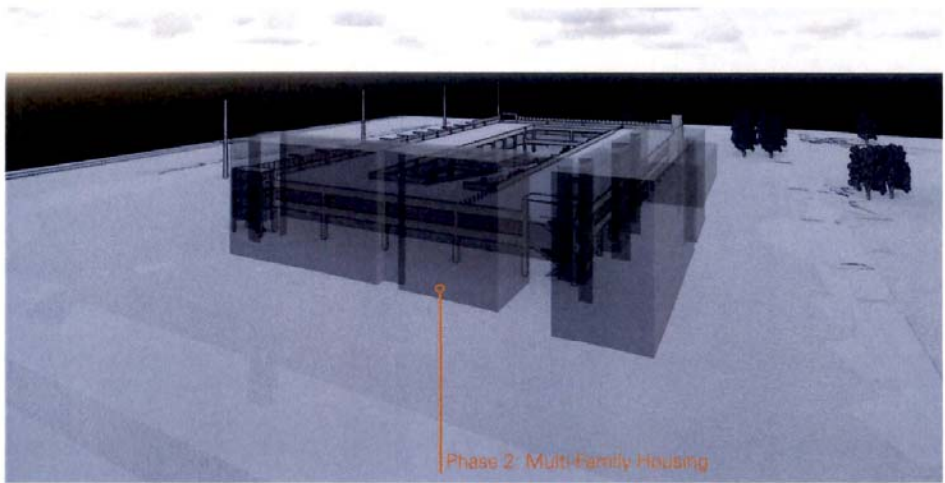
SOMO

Phase 1 Design



North Facade Sketch

Phase 2 of the PUD will include a multifamily housing development. The garage is designed so that the housing development will be sited directly adjacent to the north and east sides of the garage, essentially 'wrapping' the garage structure and concealing it from view.



East Facade Sketch

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO PUD, PLANNED UNIT DEVELOPMENT (PROJECT NUMBER: PUD20-0001).

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

COMMENCING AT THE NORTHEAST CORNER OF SE "G" STREET PER PLAT BOOK 2017, PAGE 775 BEING A MAG NAIL WITH WASHER (LS 1789) FOUND; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE, NORTH 87°57'45" WEST, 39.00 FEET TO A FOUND MAG NAIL WITH WASHER (LS 1816), BEING THE COMMON CORNER OF THREE TRACTS, LOT 4 OF FOOD HUB ADDITION TO THE CITY OF BENTONVILLE RECORDED IN AFOREMENTIONED INSTRUMENT DEED L201901263, AFOREMENTIONED LOT 2 OF MARKET ADDITION, AND SAID RIGHT-OF-WAY OF SE "G" STREET, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: 1. NORTH 87°57'11" WEST, 68.49 FEET TO A SET REBAR (ALL SET REBAR DESCRIBED HEREIN ARE 5/8" REBAR WITH CAP STAMPED "J BARNETT AR 1666"); 2. SOUTH 02°05'53" WEST, 48.21 FEET TO A 5/8" REBAR FOUND, CONTINUING FOR A TOTAL DISTANCE OF 420.59 TO A 5/8" REBAR (LS 1789) FOUND, BEING THE COMMENCING POINT OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°22'39", A RADIUS OF 27.50 FEET, AND A CHORD THAT BEARS SOUTH 24°46'59" WEST WITH A CHORD DISTANCE OF 21.21 FEET; 3. ALONG THE ARC OF SAID CURVE SOUTHWESTERLY 21.78 FEET TO A 5/8" REBAR (LS 1789) FOUND; 4. SOUTH 47°28'18" WEST, 33.61 FEET TO A 5/8" REBAR (LS 1789) FOUND, BEING THE COMMENCING POINT OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°34'39", A RADIUS OF 111.50 FEET, AND A CHORD

THAT BEARS SOUTH 30°40'59" WEST WITH A CHORD DISTANCE OF 64.41 FEET; 5. ALONG THE ARC OF SAID CURVE SOUTHWESTERLY 65.34 FEET TO A 5/8" REBAR LS 1789 FOUND, BEING THE COMMENCING POINT OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 78°46'05", A RADIUS OF 10.00 FEET, AND A CHORD THAT BEARS SOUTH 49°25'23" WEST WITH A CHORD DISTANCE OF 12.69 FEET; 6. ALONG THE ARC OF SAID CURVE SOUTHWESTERLY 13.75 FEET TO A SET REBAR, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SE 8TH STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 87°02'44" WEST, 634.86 FEET TO A SET REBAR; THENCE NORTH 78°18'26" WEST, 10.60 FEET TO A SET REBAR, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SE "E" STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 02°42'09" EAST, 471.07 FEET TO A SET REBAR; THENCE NORTH 02°33'12" EAST, 725.21 FEET TO A SET REBAR, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SE 5TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°22'27" EAST, 275.60 FEET TO A SET REBAR, BEING A POINT ON THE WESTERN BOUNDARY OF A TRACT OF LAND GRANTED TO THE CITY OF BENTONVILLE, ARKANSAS AS DESCRIBED AND RECORDED IN DEED BOOK 99, PAGE 68908, RECORDS OF BENTON COUNTY, ARKANSAS; THENCE ALONG SAID WESTERN BOUNDARY THE FOLLOWING SIX (6) COURSES: 1. SOUTH 42°46'38" EAST, 102.59 FEET TO A SET REBAR; 2. SOUTH 02°15'36" WEST, 92.44 FEET TO A SET REBAR; 3. SOUTH 74°58'06" EAST, 112.57 FEET TO A SET REBAR; 4. SOUTH 41°42'07" EAST, 109.35 FEET TO A SET REBAR; 5. SOUTH 74°34'58" EAST, 251.27 FEET TO A SET REBAR; 6. SOUTH 75°25'19" EAST, 267.92 FEET TO A SET REBAR, BEING THE NORTHERN MOST NORTHWEST CORNER OF AFOREMENTIONED LOT 4 OF FOOD HUB ADDITION; THENCE ALONG THE WESTERN BOUNDARY OF SAID LOT 4, THE FOLLOWING 1. SOUTH 14°43'02" WEST, 121.67 FEET TO A MAG NAIL LS 1816 FOUND; 2. NORTH 76°08'08" WEST, 240.90 FEET TO SET REBAR; 3. SOUTH 02°14'57" WEST, 12.93 FEET TO A SET REBAR; 4. SOUTH 02°35'44" WEST, 142.13 FEET TO SET REBAR (ALL SET REBAR DESCRIBED ARE 5/8" REBAR WITH CAP STAMPED "J BARNETT AR 1666"); THENCE SOUTH 02°19'42" WEST, 66.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 817,375 SQUARE FEET OR 18.76 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 18, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, General Commercial and DN-4, Downtown Mixed-Use Residential to PUD, Planned Unit 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 C-2, General Commercial and DN-4, Downtown Mixed-Use Residential to PUD, Planned Unit 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW at 540 SE A Street of Mauck-Black 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.

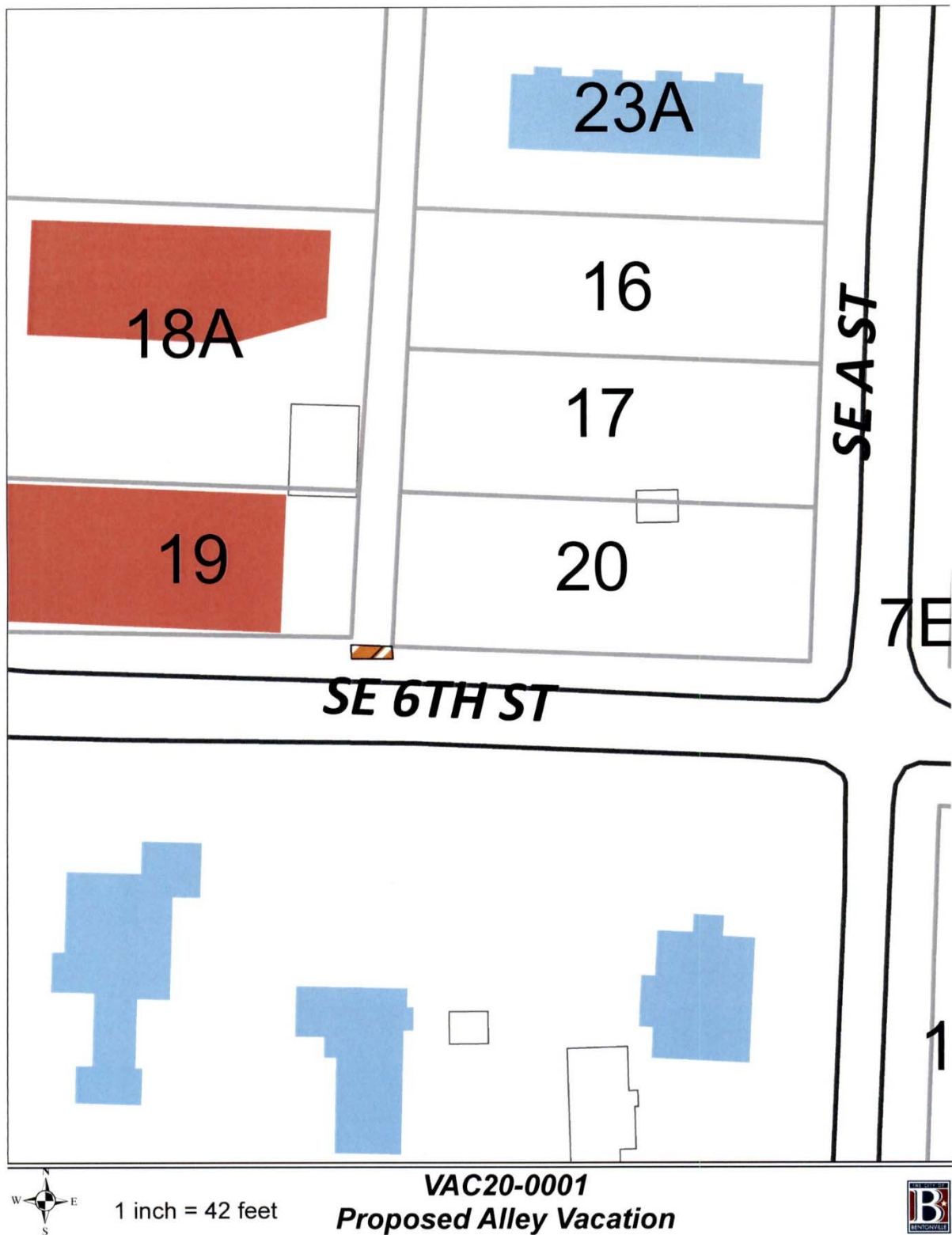
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY AT 540 SE A STREET OF
MAUCK-BLACK SUBDIVISION (VAC20-0001).**

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

The North 5' of a 14.83' platted alley adjacent and East of Lot 21 Mauck-Block Subdivision, as shown on Plat Record "G" Page 245 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

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

The North 5' of a 14.83' platted alley adjacent and East of Lot 21 Mauck-Block Subdivision, as shown on Plat Record "G" Page 245 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

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:

February 25, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for 3811 US 71 Highway of Lowes Addition.

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.

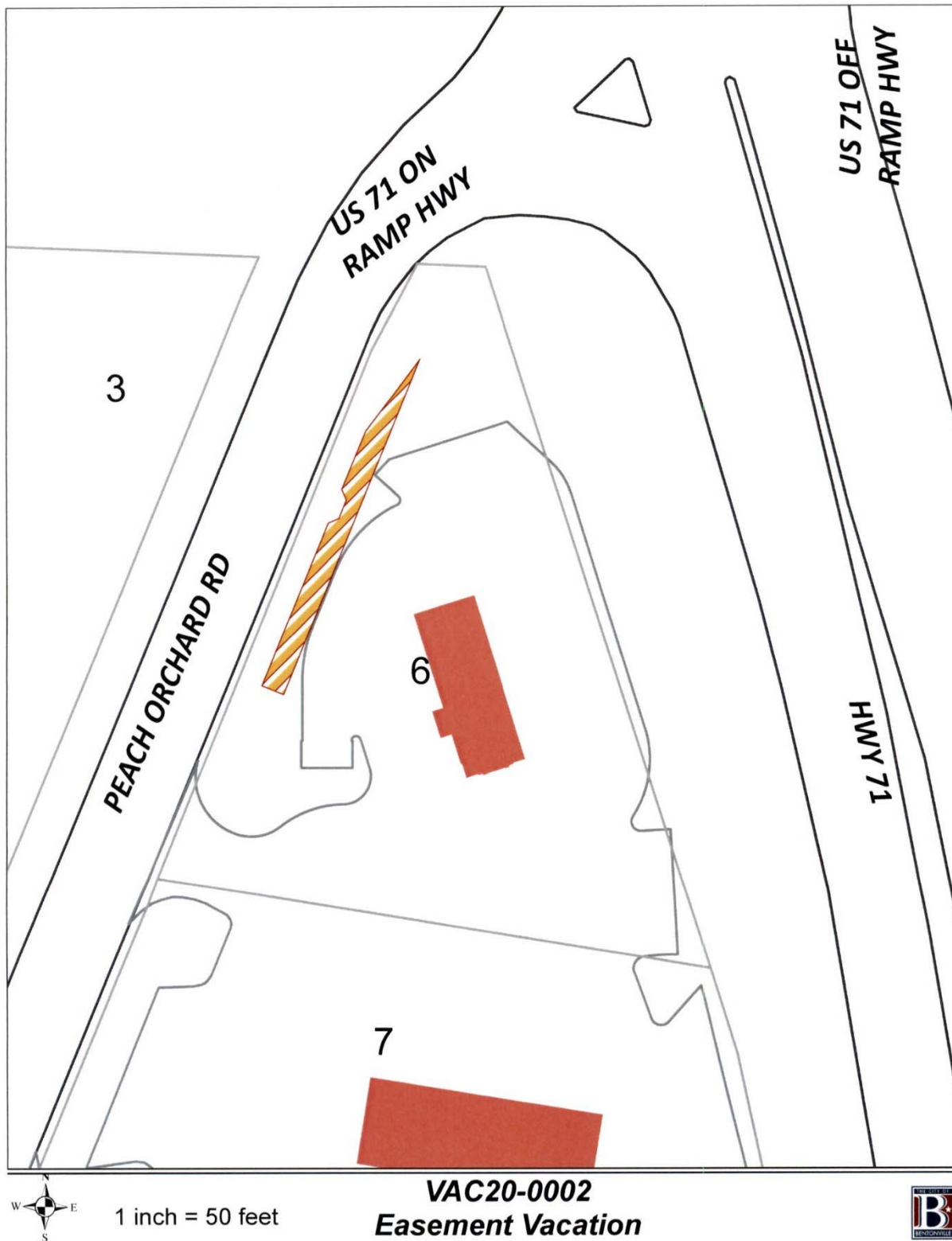
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 3811 US
71 HWY OF LOWES ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS,
BENTON COUNTY ARKANSAS (VAC20-0002).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Ozark Civil Engineering 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:

A portion of a platted 20' utility easement in Lot 6, as shown on the Lot Split of Lot 5, Lowe's Addition, recorded in Book 2006, Page 1120, said portion of the utility easement further described as follows:

Commencing at the Southwest corner of said Lot 6; thence North 22°15'35" East, 93.03 feet along the Westerly line of said Lot 6; thence South 67°44'25" East, 10.00 feet to the point of beginning of the portion of said utility easement to be vacated; thence North 22°15'35" East, 74.87 feet; thence North 67°15'35" East, 4.90 feet; thence North 22°15'35" East, 8.51 feet; thence North 22°44'25" West, 4.90 feet; thence North 22°15'35" East, 26.85 feet; thence North 37°31'08" East, 38.22 feet to a point on the Easterly line of said existing utility easement; thence around a non-tangent curve to the left having a radius of 172.00 feet, an arc length of 4.46 feet, a chord bearing of South 23°00'20" West and a chord length of 4.46 feet along said Easterly line of the existing utility easement; thence South 22°15'35" West, 149.57 feet along the Easterly line of said existing utility easement; thence North 67°44'25" West, 10.00 feet to the point of beginning.

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

A portion of a platted 20' utility easement in Lot 6, as shown on the Lot Split of Lot 5, Lowe's Addition, recorded in Book 2006, Page 1120, said portion of the utility easement further described as follows:

Commencing at the Southwest corner of said Lot 6; thence North 22°15'35" East, 93.03 feet along the Westerly line of said Lot 6; thence South 67°44'25" East, 10.00 feet to the point of beginning of the portion of said utility easement to be vacated; thence North 22°15'35" East,

74.87 feet; thence North 67°15'35" East, 4.90 feet; thence North 22°15'35" East, 8.51 feet; thence North 22°44'25" West, 4.90 feet; thence North 22°15'35" East, 26.85 feet; thence North 37°31'08" East, 38.22 feet to a point on the Easterly line of said existing utility easement; thence around a non-tangent curve to the left having a radius of 172.00 feet, an arc length of 4.46 feet, a chord bearing of South 23°00'20" West and a chord length of 4.46 feet along said Easterly line of the existing utility easement; thence South 22°15'35" West, 149.57 feet along the Easterly line of said existing utility easement; thence North 67°44'25" West, 10.00 feet to the point of beginning.

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			
X	Bid Award	Bid #	IFB 19-80
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Bid Award approval by City Council for construction of the Little Sugar Streambank and Wetland Restoration Project, LSD19-0046. Streamline Environmental, LLC is the apparent low bidder for an amount of \$221,000.00.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Monday, February 10th, 2020
Re: Little Sugar Streambank Bid Award

Staff is seeking City Council approval for the bid award of Little Sugar Streambank and Wetland Restoration project. This project received the following bids:

- | | |
|-------------------------------------|--------------|
| • Streamline Environmental, LLC | \$221,000.00 |
| • Crossland Heavy Contractors, Inc. | \$737,752.00 |

Attached is the letter of recommendation for the Engineer of Record with a bid tabulation.

This project will repair approximately 1500 LF of streambank in Little Sugar Creek starting approximately 1000 feet east of the pedestrian bridge on the south side of the Lake Bella Vista Dam property. It is anticipated that the project will take approximately 90 days to complete.

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



February 8, 2020

Mr. Bryan Wick
City of Bentonville
305 SW "A" Street
Bentonville, AR 72712

RE: **IFB-19-80**
Little Sugar Streambank Restoration

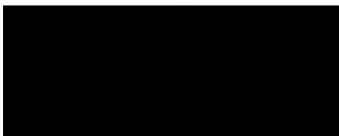
Dear Bryan:

Bids received during the November 18, 2019 bid opening for the above referenced project are listed below. All bid totals were verified to be correct as read.

Streamline Environmental	\$221,000.00
Crossland Heavy	\$737,752.00
Engineer's Estimate	\$175,770.00

We recommend acceptance of the low bid of \$221,000.00 given by Streamline Environmental. The complete bid tabulation is attached for your use. If you have any questions prior to the city council meeting, please don't hesitate to contact us at your convenience.

Sincerely,



Matthew Van Eps, P.E.
Associate Director
Watershed Conservation Resource Center

Enclosure (1)

IFB-19-80
Little Sugar Streambank Restoration
Bid Tabulation

ITEM#	DESCRIPTION	UNIT	EST. QTY.	Engineer's Estimate		Crossland Heavy		Streamline Environmental	
				UNIT PRICE	Total Amount	UNIT PRICE	Total Amount	UNIT PRICE	Total Amount
1	Mobilization (not to exceed 5% of total bid amount)	L.S.	1	\$8,370.00	\$8,370.00	\$35,500.00	\$35,500.00	\$10,200.00	\$10,200.00
2	Bonds and Insurance	L.S.	1	\$12,400.00	\$12,400.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
3	Clearing and Grubbing	A.C.	0.9	\$2,000.00	\$1,800.00	\$21,280.00	\$19,152.00	\$4,000.00	\$3,600.00
4	Toe Wood Bench (Deep Footer) - complete in place per specifications and drawings	L.F.	400	\$50.00	\$20,000.00	\$427.00	\$170,800.00	\$48.00	\$19,200.00
5	Toe Wood Bench (Shallow Footer) - complete in place per specifications and drawings	L.F.	300	\$30.00	\$9,000.00	\$285.00	\$85,500.00	\$40.00	\$12,000.00
6	Toe Wood Bench (No Footer) - complete in place per specifications and drawings	L.F.	100	\$20.00	\$2,000.00	\$243.00	\$24,300.00	\$35.00	\$3,500.00
7	River Channel Excavation (Plan Quantity)	C.Y.	6,500	\$5.00	\$32,500.00	\$16.00	\$104,000.00	\$12.00	\$78,000.00
8	Streambank Filling, Shaping, and Grading (Plan Quantity)	C.Y.	6,000	\$8.00	\$48,000.00	\$26.00	\$156,000.00	\$8.50	\$51,000.00
9	Construct Stacked Rock Wall	L.F.	50	\$50.00	\$2,500.00	\$300.00	\$15,000.00	\$50.00	\$2,500.00
10	Rock Grade Control Structure	E.A.	1	\$12,500.00	\$12,500.00	\$9,500.00	\$9,500.00	\$7,000.00	\$7,000.00
11	Large Woody Debris Riffle - Upstream Grade Control Structure	E.A.	1	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
12	Installation of soil mattresses - complete in place per specifications and drawings	L.F.	1,600	\$10.00	\$16,000.00	\$50.00	\$80,000.00	\$13.50	\$21,600.00
13	Site Finishing, Installation of erosion control coir fabric	S.Y.	800	\$4.00	\$3,200.00	\$25.00	\$20,000.00	\$3.00	\$2,400.00
				Engineer's Estimate	\$175,770.00	Crossland Heavy Bid	\$737,752.00	Streamline Env. Bid	\$221,000.00

Lowest Bid from Responsive and Qualified Bidder



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Budget Adjustment in the amount of \$68,150.00 to supplement the cost of construction for the Little Sugar Streambank Restoration Project.

COST TO CITY:

Cost of this Request: \$68,150

Additional Budget Amount \$68,150

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	560,000
Funds Expended to Date		407,150
Remaining Budget		152,850
Budget Adjustment		68,150
Remaining After Adjustment	\$	221,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum



To: Mayor and City Council
From: Bryan Wick, Project Manager
Date: Thursday, February 20th, 2020
Re: Little Sugar Streambank Project Budget Adjustment

Staff is seeking City Council approval of a budget adjustment in the amount of \$68,150.00 to help cover the cost of construction for the aforementioned project.

In addition, the City is seeking an opportunity with the Walton Family Foundation for a grant in the amount of \$68,150.00 to offset the difference between the bid and the amount available for construction. If awarded, the grant will cover this additional cost.

Below is a breakdown of the funds and encumbrances to date:

EPA Grant Received:	\$ 299,822.00	
WFF Grant Received:	\$ 260,178.00	
Total:	\$ 560,000.00	This is the project amount that was submitted to EPA by WCRC
WCRC Original Contract:	\$ 372,150.00	
WCRC Amendment 1:	\$ 35,000.00	
WCRC Total:	\$ 407,150.00	WCRC scope includes engineering, one-year pre and post testing, supplying materials, education and outreach, and project management services for construction.
Project Amount:	\$ 560,000.00	
WCRC Total:	\$ 407,150.00	
Available for Construction:	\$ 152,850.00	
Apparent Low Bidder:	\$ 221,000.00	
Funds Needed:	\$ (68,150.00)	This is the difference between the Apparent Low bidder and the available amount for construction.

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Charles Chadwick

Department

Airport Manager

Phone

271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to consent to the assignment of a land lease agreement for an existing hangar footprint located at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: #NAME?

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 RELATING TO THE ASSIGNMENT OF LEASE
BETWEEN 6F AVIATION, LLC AND B's STAR BELLIES, LLC

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Charles "Chuck" Chadwick, Airport Manager, Bentonville Municipal Airport

DATE: February 6, 2020

This is a resolution necessary to provide consent for the assignment of a Land Lease on the west side of the Bentonville Municipal Airport. This is a request for a Resolution to assign an existing lease. The history of the lease agreement is set forth in the Assignment of Ground Lease Agreement document provided in the agenda package. 6F Aviation, LLC and B's Star Bellies, LLC, are agreeable to and participates fully in the Assignment.

City Staff approves of this process and wishes to move forward with the Assignment. I am familiar with the purpose and effect of the Assignment document as it relates to the City of Bentonville and I believe it is appropriate in this situation. This matter was presented to the Airport Advisory Board at their meeting on February 6, 2020, and they unanimously approved the Assignment Document.

I therefore ask for approval of the Assignment of Lease document and associated Resolution.

Assignment of Ground Lease Agreement

This assignment of a certain Lease Agreement (the "Assignment") is made this ____ day of _____, 2020 between 6F Aviation, LLC (the "Assignor") and B's Star Bellics, LLC.(the "Assignee").

The Bentonville Municipal Airport Land Lease Agreement is dated August 23, 2016, between the City of Bentonville, as Lessor and 6F Aviation, as Lessee. Said lease document is attached hereto and made a part hereof by reference, as if set out word for word.

Effective the ____ day of _____, 2020, the Assignor, 6F Aviation, LLC, hereby assigns to the Assignee, the subject Bentonville Municipal Airport Lease Agreement attached hereto, The Assignee fully accepts all terms and conditions of the Agreement and this Assignment. The Assignee agrees to honor and comply with the terms and conditions for the duration of the Agreement, and further agrees to honor and comply with all Bentonville Municipal Airport Rules and Regulations and FAA Advisory Circulars and mandates, as all may exist, be adopted and/or amended from time to time.

Assignor:

By: _____ Date: _____
John Furner, Member & Manager
6F Aviation, LLC

Assignee:

By: _____ Date: _____
James Breach, Member & Manager
B's Star Bellics, LLC

This assignment is with the recommendation of the Airport Advisory Board and the consent of the City Council of Bentonville, AR, in accordance with the "Assignment" paragraph of the Lease Agreement, attached hereto.

By: _____ Date: _____
Stephanie Orman
Mayor, City of Bentonville

Attest: _____ Date: _____
Linda Spence
City Clerk

-1-

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named John Furner, to me well known, who acknowledged himself to be the Member and Manager of 6F Aviation, LLC, an Arkansas limited liability company and the Assignee in the above and forgoing Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing his name of said limited liability company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2020

Notary Public

My Commission Expires:

Acknowledgement

State of Arkansas)
) SS.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named James Breach, to me well known, who acknowledged himself to be the Member and Manager of B's Star Bellies, LLC, an Arkansas limited liability company and the Assignee in the above and forgoing Agreement, and that he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing his name of said limited liability company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2020

Notary Public

My Commission Expires:

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of August, 2016 between the City of Bentonville, hereinafter referred to as "Lessor," and 6F Aviation, hereinafter jointly referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 1415.9 square feet marked and identified as Suite 3, 2501 SW I Street.

NOW, THEREFORE, the Parties hereto agree as follows:

LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" under Building at Suite 3, 2501 SW I Street as set out in the attached Exhibit A. A "footprint" is defined as the real property located underneath the building which Lessee proposes to erect or has erected.

TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

- **TERM** - This lease's term is for forty five (40) years beginning on the 1st day of January, 2015, and ending at Midnight, 31st day of December, 2055 unless sooner terminated as herein provided.

LEASE PAYMENT - Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$.21 per square foot. Leased ground space totals 1415.9 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided, however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

- **TAXES** - Lessee shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

- **ASSIGNMENTS & SUB-LEASES**

This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full.

INSURANCE - Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

USE OF THE PREMISES. The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by

Lessor.. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement

UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the leased property will be the responsibility of the lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

REPAIRS, MAINTENANCE AND APPEARANCE.

(a) Lessee shall at all times during the term of this Lease Agreement, at Lessee's expense, keep and maintain in good repair and safe condition the leased premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

(b) The necessity for and adequacy of repairs to the leased premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

(c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the demised premises as required.

ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the property necessary and desirable for the operation of the premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the termination of the lease agreement.

WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

TIME OF THE ESSENCE. It is understood that time is of the essence of this Lease Agreement.

DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Mayor of Bentonville pursuant to the following:

(a) Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

(b) No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

(c) Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

(d) Following the period for curing or contesting a default provided above, the Mayor may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in this lease agreement or the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

REVERSION. The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee until the expiration or termination of this lease, at which time the City of Bentonville will have the following options: 1) Take ownership of the improvements. The Lessee shall cooperate in conveying clear title of the improvements to the City. 2) If the property has fallen into disrepair, require that the Lessee, at its sole expense, remove the improvements from Airport property. Or 3) enter into a new lease with the Lessee at the fair market value for the ground and improvements.

MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the leased premises.

INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

GRAMMATICAL USAGE. Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

LESSOR:

++

CITY OF BENTONVILLE,
MAYOR Bob McCaslin

Attest:
CITY

LESSEE:

6F Aviation

Signature:

Printed Name:

Title:

Mengig Member

BENTONVILLE AIRPORT ADVISORY BOARD

ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

My Commission Expires:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO CONSENT TO THE ASSIGNMENT OF
A LAND LEASE AGREEMENT FOR AN EXISTING
HANGAR FOOT PRINT LOCATED AT THE
BENTONVILLE MUNICIPAL AIRPORT.**

Whereas: the City of Bentonville is the Successor in Interest, as LESSOR, in a certain Bentonville Municipal Airport Lease Agreement, dated August 23, 2016, and;

Whereas: said lease contains a provision to assign the lease to a new Lessee;

Whereas: a request has been made by B's Star Bellies, LLC to be assigned the lease currently held by 6F Aviation, LLC;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends consent;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute consent to the Assignment of Ground Lease Agreement with B's Star Bellies, LLC, for the property foot print of Suite 3, 2501 SW I Street located at the Bentonville Municipal Airport. The provisions of the existing land lease shall be transferred in its entirety.

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:

February 25, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to execute a Lease between the City of Bentonville, as Lessor and CPS VENTURES, LLC, as Lessee, for a hangar site located at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM RELATING TO
THE BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT WITH
CPS VENTURES, LLC, SUCCESSOR IN INTERESTS TO MISSION PLAZA, LLC.

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Chuck Chadwick, Airport Manager

DATE: February 11, 2020

This is a request for a Resolution Authorizing the Mayor and City Clerk to enter into a Land Lease Agreement with CPS VENTURES, LLC as Successor in Interests to MISSION PLAZA, LLC.

CPS Ventures, LLC, seeks to construct a hangar on the northwest side of the Bentonville Municipal Airport. I have negotiated this contract with Stuart Collier. Stuart Collier is the Managing Member of CPS Ventures, LLC (CPS), and he is a Managing Member of Mission Plaza, LLC (Mission Plaza). This lease has an annualized lease rate of \$1.00 per square feet involving approximately 12,750 square feet. Most recent airport land leases at Bentonville Municipal Airport have involved an annualized lease rate of approximately \$.21 per square feet. Additionally, at a time when airport land leases at Bentonville Municipal Airport have expired in approximately 45 years, this specific lease has a term of 37 years. The proposed lease term of 37 years is more favorable to the Bentonville Municipal Airport because the improvements built on the leased property **revert** to the Airport at the expiration of the lease. In other words, the Airport will obtain ownership of the hangar eight years earlier than other leases that have a 45-year term.

During the initial negotiations, Stuart Collier requested that I list Mission Plaza as the Lessee in the Lease. The lease document was prepared in the name of Mission Plaza and presented to the Airport Advisory Board in the name of Mission Plaza. During my presentation to the AAB, I explained the relationship between Stuart Collier and Mission Plaza. The AAB unanimously approved the lease agreement at its monthly meeting on February 6, 2020. Shortly after the AAB unanimously approved the lease agreement, Stuart Collier requested that I list CPS Ventures, LLC, as Lessee in the Lease (in place of Mission Plaza). Stuart Collier relates that he will continue to be the principal contact with CPS and the Managing Member of CPS. The Lease Agreement I am presenting is now in the name of CPS Ventures, LLC as the Lessee. Other than that technical name change in the Lessee, no other changes have occurred from when the lease document was approved by the AAB.

I am familiar with the purpose and effect of the Lease Document as it relates to the interest of the City of Bentonville and more specifically the Bentonville Municipal Airport. I believe the Lease Agreement is in the best interest of the City of Bentonville and the Bentonville Municipal Airport. I ask for approval of the associated Resolution.

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____ day of February, 2020, with an effective date of March 1, 2020 the City of Bentonville, hereinafter referred to as "Lessor," and CPS VENTURES, LLC, an Arkansas Limited Liability Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 12,750 square feet identified as:

See Legal Description attached as Exhibit A and/or as may be reflected in an appropriate Addendum.

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEASEHOLD. The Lessor does hereby grant, demise and lease unto Lessee certain premises as set out in the attached Exhibit A (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport. Said property being described more particularly as the "footprint" reflected in Exhibit A under a portion of a Building to be constructed on the Leased Premises and property adjacent to the Leased Premises owned by Lessee (Lessee Property). The Leased Premises is defined as the real property described on Exhibit A located underneath and including the hangar building located thereon, which Lessee proposes to erect.

1.1 ADDENDUM FOR CLARIFYING LEGAL DESCRIPTION AND CORRECTED SQUARE FOOTAGE. The parties hereto acknowledge as of the execution of this Lease Agreement that a specific meets and bounds legal description has not been obtained. The parties understand and recognize the general area which will be utilized to build the Building. However, they further recognize that there is a high likelihood that this Lease Agreement shall need to be modified by an Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises. In that regard, the parties hereto agree that any Addendum for the purpose of clarifying the legal description and corrected square footage of the Leased Premises, may be done by written agreement between the Lessee and by the Mayor and attested to by the City Clerk on behalf of the Lessor, without bringing said Addendum before the City Council for additional approval.

2. TERMS AND CONDITIONS. Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. TERM.

3.1 This lease's term is for a term of thirty-seven (37) years beginning on the 1st day of March, 2020, and ending at Midnight, February 28, 2057, unless sooner terminated as herein provided.

3.2 In consideration of payment of the Initial Lease Payment set forth below in Paragraph numbered 4, in the amount of Four Thousand Dollar (\$4,000.00), Lessee shall be entitled to terminate this Lease Agreement any time prior to September 1, 2020, without penalty, but for the forfeiture of the Initial Lease Payment set forth in Paragraph numbered 4, below. Said termination, pursuant to this paragraph, shall be in writing and shall be sent as set out in paragraph 15 below, AND via email to the Airport Manager (cchadwick@bentonvilleair.com) with a copy of said email to the Bentonville City Staff Attorney (cthompson@bentonvilleair.com)

3.3 No later than sixty (60) days prior to the expiration of this Lease Agreement, the Lessee shall be entitled to first right of refusal to renew said lease upon expiration. Said rental rate and terms shall be based on the then present day valuation of the property and improvements thereon, at the best most valuable appraisal in favor of the Bentonville Municipal Airport for the then present best use analysis.

4. LEASE PAYMENT. Lessee shall pay to the City of Bentonville an Initial Lease Payment in the amount of Four Thousand Dollars (\$4,000.00), within ten (10) calendar days of the City Council's approval of this lease. Said rental payment shall be for a six (6) month period beginning March 1, 2020 through August 31, 2020. Thereafter, during the remaining term of this Lease, Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be \$1.00 per square foot. Leased ground space totals (12,750) twelve thousand seven hundred and fifty square feet (subject to addendum as set forth above and as may be needed once specific plans are completed). Said rental is to be paid in advance in yearly installments on the FIRST business day of each year. The remaining portion of the initial calendar year of the lease will be for four (4) months (September – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than September 1, 2020. Beginning January 1, 2021, and for each subsequent year thereafter, the rent shall be increased annually in accordance with positive changes in the Consumer Price Index (CPI) published each April as compared to the previous April, provided, however, that no single annual increase shall exceed two percent (2%). Additionally, in no way shall the rent decrease from year to year, unless specifically by way of written amendment to this Lease Agreement. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES. Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee acknowledges that it is anticipated that the ad valorem taxes and assessments will come in the name of the City of Bentonville, or some City entity such as the Bentonville Municipal Airport. That from time to time the Leased Property and improvements thereon may be reassessed and the taxes and special assessments associated with the Lease Property may increase or decrease accordingly. The Lessee is aware that certain procedures/laws/ordinances are in place whereby the taxpayer may appeal an assessment or reassessment. Lessee understands and agrees that the Lessor is under no duty to give notice to Lessee of such action nor to protect Lessee in anyway associated with such assessment or reassessment, that the burden is fully on the Lessee to make itself aware of all matters associated therewith and to protect itself as may be necessary from time to time. Accordingly, Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Lessor, which such approval cannot be unreasonably withheld.

5. INSURANCE. Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in all improvements thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the term of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. USE OF THE LEASED PREMISES.

6.1 The development and/or use of any Leased Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards and any future amendments or additions thereto, if any. Lessee agrees that all uses of the Leased Premises must be approved by the Lessor and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

6.2 The Lessee, within eight (8) months of the date of execution of this Lease Agreement by Lessor ("Effective Date"), shall submit to City Staff or the Airport Advisory Board a conceptual plan with

elevations of the proposed building project. Said conceptual plan shall include a minimum of a hangar building in the approximate size of 12,750 square feet +/- 10%. Additionally, no later than ten (10) months from the Effective Date, the Lessee shall submit conceptual plans of sufficient nature as is required by the City of Bentonville planning department.

No later than twelve (12) months from the Effective Date, the Lessee shall utilize all reasonable and best efforts to commence the construction process and begin the site preparation and construction of the required hangar building as set forth herein. Lessee further agrees to use due diligence to complete the construction on all phases of the improvements thereon.

6.3 THIS SECTION INTENTIONALLY LEFT BLANK.

6.4 Activity on Leased Premises. Lessee agrees to not conduct or permit to be conducted any activity on the Leased Premises which would interfere with or be a hazard to flight of aircraft either to or from the Airport, or interfere with the ground movement of aircraft at the Airport, or interfere with air navigation and communication facilities serving the Airport. Lessee agrees that no structure will be erected or natural objects created on the Leased Premises that would constitute a hazard to air navigation.

6.5 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this Lease no mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such lien does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee payable within thirty (30) days, but in no way shall said payment exceed that date that the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

6.6 THIS SECTION INTENTIONALLY LEFT BLANK.

6.7 UTILITIES. Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

6.8 REPAIRS MAINTENANCE AND APPEARANCE.

- (a) Except as otherwise provided in this Lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its improvements, equipment and appurtenances, both inside and outside, structural and nonstructural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein. The term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. Lessee will at all times keep the leasehold free and clean of all trash, refuse and any unsightly conditions or fire hazards.

- (b) The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph (a) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board and other governmental agency or entity pursuant to the primary lease referred to above.
- (c) Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph (b) above as a result of failure by Lessee to maintain or repair the Leased Premises as required.
- (d) Section 6.8 shall be in addition to and be deemed to be interpreted in such a manner to be in the best interest of the Lessor.

6.9 ALTERATIONS AND IMPROVEMENTS. Lessee shall be entitled to make alterations, additions and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of Paragraph 9, the DEFAULT paragraph below.

7. WAIVER. The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

8. TIME OF THE ESSENCE. It is understood that time is of the essence of this lease agreement.

9. DEFAULT. In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

9.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the Leased Premises and improvements thereon who are known to the Lessor.

9.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after mailing of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the Lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period may be extended to allow Lessee reasonable opportunity to do so.

9.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

9.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null, and void. Upon such notice, subject to the provisions of paragraph 9.5 below, Lessee agrees to vacate the Leased Premises immediately and to forfeit all claims, rights, and property interest in this lease agreement, the Leased Premises property and all improvements

thereon. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the Leased Premises, Lessee agrees to pay a reasonable attorney's fee, court costs and any and all costs of litigation including but not limited to costs of depositions, exhibits, witness fees and all other reasonable expenses incurred by the Lessor.

9.5 Unless mutually agreed otherwise, in the event of a termination of this lease pursuant to a default (or other events described in the lease) Lessee shall comply as follows: Lessee shall relinquish the Leased Premises and improvements thereon to Lessor such that Lessor shall become the owner of the entire Building and improvements.

10. REVERSION. It is covenanted and agreed that all of Lessee's right, title and interest in any buildings and improvements remaining on the Leased Premises at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of Lessor. Until such expiration or termination of this Lease, all right, title and interest in any buildings and improvements on the Leased Premises shall reside in Lessee; provided, however, that during the Term of this Lease for purposes of Paragraphs 5, 10, 10.1, 11, and condemnation awards, Lessor shall be deemed to have at the applicable time an undivided residual interest in the fair market value of any buildings and improvements on the Leased Premises equal to the sum of one-thirty-seventh (1/37) of the fair market value for each year of the Term of the Lease, but this provision shall in no way affect Lessee's or any mortgagee's rights to receive any proceeds or other consideration on the sale, sublease or other transfer of the Leased Premises .

10.1 Use of Insurance Proceeds. In the event of damage or destruction to the Leased Premises or improvements thereon by fire or other insured casualty or otherwise, proceeds from such insurance, subject to the prior rights of mortgagees and/or other security holders, if any, shall be used toward restoring the Leased Premises and improvements thereto, but if Lessee does not rebuild in the event of substantial damage or destruction, to pay the Lessor sufficient sums as to make Lessor whole pursuant to the Lessor's undivided accrued residual interest in the fair market value of any buildings and/or improvements so damaged or destroyed, unless Lessor and Lessee mutually agree to some other use or distribution of the proceeds.

11. TERMINATION OF USE. In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assigns may purchase the remaining leasehold interest from Lessee at fair market value or as may otherwise be agreed upon by the parties at that time.

12. MORTGAGING OF LEASEHOLD. Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the Leased Premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and improvements erected thereon.

12.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor of any indebtedness secured by this Lease, mortgagee or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

13. GOVERNMENTAL REQUIREMENTS GENERALLY. Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to, all rules and requirements of the FAA. Lessee agrees to observe and obey all reasonable uniformly applied rules and regulations adopted by Lessor with respect to use of the Airport, and all applicable federal, state and local governmental rules, regulations, advisory circulars and opinions.

14. INDEMNITY. Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the Leased Premises, or for any damage to any property of Lessee or of any other occupant of any part of the Leased Premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the Leased Premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees and all litigation costs of the action.

15. NOTICES. Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville, Attn: Mayor
117 West Central
Bentonville, AR 72712

With a Copy To:

City of Bentonville, Attn: Staff Attorney
117 West Central
Bentonville, AR 72712

If intended for the Lessee, addressed to: _____

Or to such address or addresses as may from time to time hereafter be designated by like notice from either party to the other. The time of giving of such notice when sent by U.S. mail shall be deemed to be the time when the same is received or delivery refused as shown by the return receipt.

16. GRAMMATICAL USAGE. Whenever used herein, the singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

17. ENTIRE AGREEMENT. Unless modified or supplemented in writing and signed by the party or parties to be charged, this lease constitutes the entire agreement between the parties. Except as previously mentioned, any other understandings, agreements or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

18. JURISDICTION AND VENUE. Jurisdiction and Venue for all litigation concerning this lease agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

APPROVED: BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Richard Ham

LESSOR: CITY OF BENTONVILLE,

ATTEST:

By: _____
Stephanie Orman, Mayor

Linda Spence, City Clerk

LESSEE: CPS VENTURES, LLC

By: _____
Stuart Collier, Managing Member

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Stuart Collier, to me well known, who acknowledged himself to be the Managing Member of CPS VENTURES, LLC, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public

My Commission Expires:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT WITH CPS VENTURES, LLC.

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 a Bentonville Municipal Airport Land Lease Agreement with CPS VENTURES, LLC; as outlined 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:

Stephanie Orman, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Tuesday, February 18, 2020
Re: Developer Agreement with Thaden School

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

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

The estimated cost to be donated to the City is \$250,000.

Thank you for your consideration of this request.

DEVELOPMENT AGREEMENT

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

This Development Agreement ("**Agreement**") is entered into, by and between the City of Bentonville, Arkansas, a municipal corporation, with a mailing address of 117 West Central Avenue, Bentonville, Arkansas 72712 ("**Bentonville**") and Thaden School, an Arkansas non-profit corporation, having a mailing address of 800 SE "C" Street, Bentonville, 72712 ("**School**").

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

WHEREAS, Bentonville has commenced utility relocations in advance of completion of the 8th Street Project, and

WHEREAS, Bentonville is in the process of developing and reviewing construction drawings for the 8th Street Project, and

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

WHEREAS, The School, as part of Bentonville's required large scale development process for the Campus Project, was required, at their expense, to perform a traffic study to determine the impacts of developing the Campus Project, and

WHEREAS, said traffic study, performed by Peters and Associates, Inc. (the "**Traffic Study**"), determined that intersection improvements including a traffic signal are required at the intersection of SE 8th Street and SE "C" Street to manage the traffic impacts of The School (the "**Traffic Signal**"), and

WHEREAS, it is practical and most efficient to have the Traffic Signal constructed and installed at the time of construction of the 8th Street Project and installation of related improvements, and

WHEREAS, Bentonville desires to oversee and manage the installation of the Traffic Signal, and

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

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

2. **Property Development.** The Campus Project includes improvements to SE C Street, and in accordance with Bentonville's large scale development requirements, The School is required to install, or cause to be installed, the Traffic Signal.

(a) **Agreements of The School.** The School agrees to pay all expenses related to the Traffic Study. In addition, The School agrees to pay to Bentonville the sum of \$250,000 for construction and installation of the Traffic Signal by Bentonville (the "**Payment**") upon acceptance and approval of this Agreement by the City Council of Bentonville and authorized execution hereof by the parties. The School shall make the Payment before a final inspection of final phase can be scheduled for the development of the Campus Project. The amount of the Payment shall not increase or change unless subsequent intersection improvements are requested by The School. The School shall be responsible for all other costs of its own development of the Campus Project.

(b) **Agreements of Bentonville.** Bentonville agrees to construct and install the Traffic Signal, and shall be solely responsible for the oversight and management of such construction and installation as part of the 8th Street Project. Bentonville agrees that upon remittance of the Payment by The School to Bentonville, The School shall thereafter be automatically, and without further action by either party, released and relieved from all further development requirements of Bentonville for the installation of any such Traffic Signal, which may be a part of Bentonville's approval process for the Campus Project, all of which requirements shall be deemed to have been met upon receipt by Bentonville of the Payment.

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

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

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

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

7. **Release and Indemnity.** Without waiving immunity pursuant to law, Bentonville shall release, indemnify, defend and hold harmless The School and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related in any way to the actions or omissions of Bentonville (or its directors, officers, employees, agents or contractors) in connection with this Agreement, the 8th Street Project, and its installation and construction of the Traffic Signal, except to the extent caused by The School's (or its directors', officers', employees' or agents') negligent actions or omissions.

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

9. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement and agree to communicate status of corresponding projects with the other party at least quarterly until both projects are complete.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF BENTONVILLE

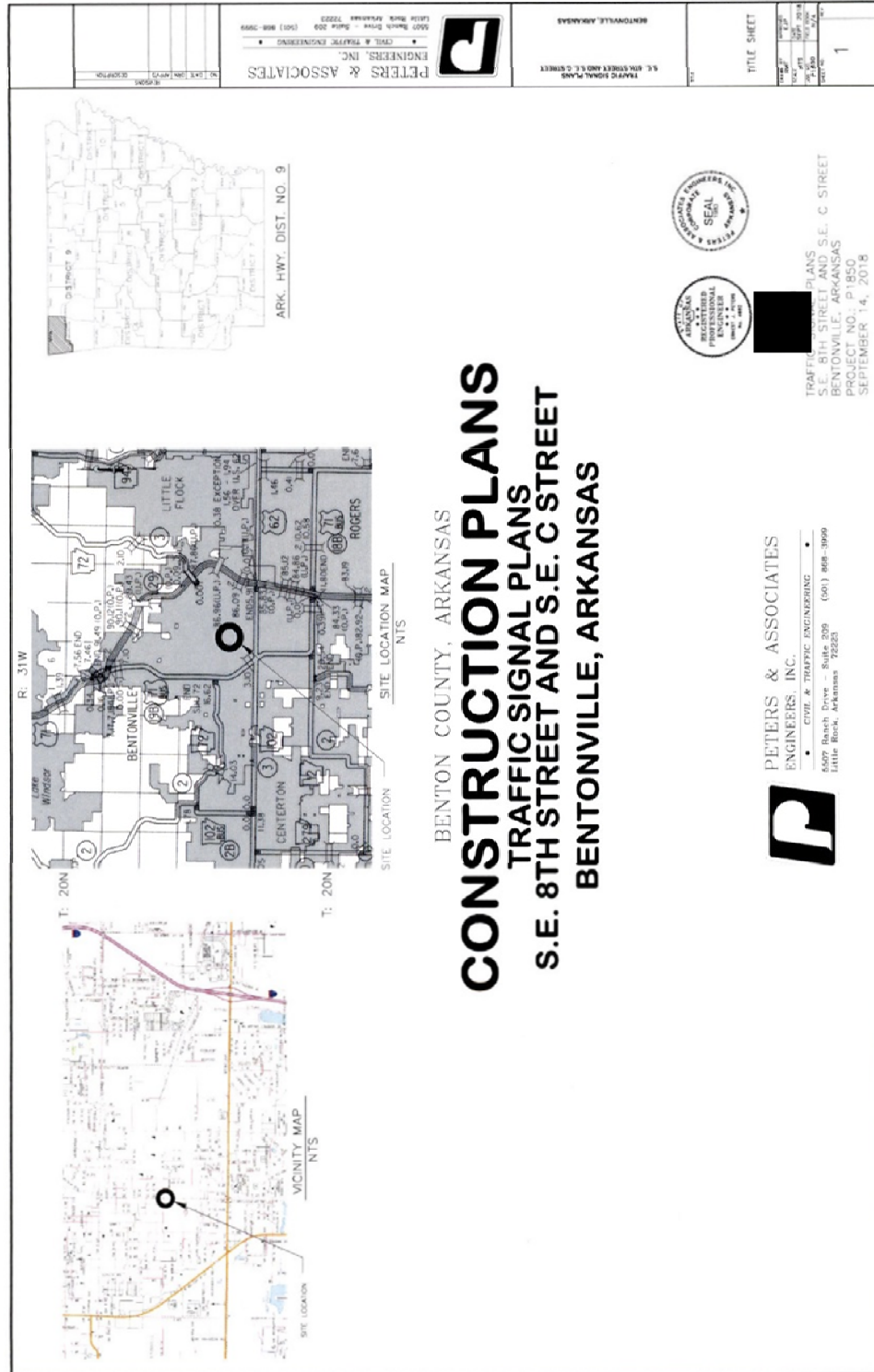
ATTEST:

By: _____
Stephanie Orman, Mayor

Linda Spence, City Clerk

THADEN SCHOOL

By: _____
Name: _____
Title: _____

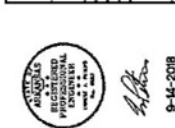


1. PERFORM ELECTRICAL WORK IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE NFPA 70 (2017) NATIONAL ELECTRICAL CODE, NFPA 101 (2015) LIFE SAFETY CODE, STATE ELECTRICAL CODE AND LOCAL ELECTRICAL CODE.

- [illegible]

1. THE CONTROLLER SHALL BE SIEMENS EAGLE M62 CONTROLLER CONSISTENT AND COMPATIBLE WITH THE CITY OF BENTONVILLE EXISTING EQUIPMENT, SOFTWARE, HARDWARE AND NETWORK

- [illegible]



ITEM NO.	ITEM	QUANTITY	UNIT
601	MOBILIZATION		
SP&701	SYSTEM LOCAL CONTROLLER TS2-TYPE 2 (8-PHASE)	1.00	LUMP SUM
702	BATTERY BACKUP SYSTEM	1	EACH
SP&706	TRAFFIC SIGNAL HEAD LED (3-SECTION, 1-WAY)	1	EACH
SP & 706	TRAFFIC SIGNAL HEAD LED (4-SECTION, 1-WAY)	8	EACH
SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	3	EACH
708	ELECTRICAL CONDUCTORS-IN-CONDUIT (208 A.W.G. E.G.C.)	8	EACH
709	ELECTRICAL CONDUCTORS-IN-CONDUIT (1012 A.W.G. E.G.C.)	21	LIN. FT.
708	TRAFFIC SIGNAL CABLE (52/14 A.W.G.)	932	LIN. FT.
709	TRAFFIC SIGNAL CABLE (170/14 A.W.G.)	2,100	LIN. FT.
708	TRAFFIC SIGNAL CABLE (170/14 A.W.G.)	1,750	LIN. FT.
709	TRAFFIC SIGNAL CABLE (202/14 A.W.G.)	235	LIN. FT.
710	NON-METALLIC CONDUIT (3")	515	LIN. FT.
710	NON-METALLIC CONDUIT (2")	410	LIN. FT.
710	NON-METALLIC CONDUIT (1.25")	412	LIN. FT.
711	CONCRETE PULL BOX (TYPE 1)	41	LIN. FT.
711	CONCRETE PULL BOX (TYPE 2HD)	2	EACH
711	CONCRETE PULL BOX (TYPE 3)	3	EACH
711	CONCRETE PULL BOX (TYPE 4HD)	1	EACH
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (30')	1	EACH
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34')	1	EACH
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42')	1	EACH
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (44')	1	EACH
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (48')	1	EACH
715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (12')	2	EACH
SP&726	16" STREET NAME SIGN	4	EACH
SP&726	STANDARD SIGNS	1	LUMP SUM
733	VIDEO CABLE	1,120	LIN. FT.
SP & 733	VIDEO DETECTOR (CLR)	7	EACH
733	VIDEO MONITOR (CLR)	1	EACH
SP&733	VEHICLE DETECTOR RACK (16 CHANNEL)	2	EACH
733	VIDEO PROCESSOR	1	EACH
SP&733	VIDEO EDGE CARD EXTENDER IP	1	EACH
SP	APS PUSH-BUTTONS	8	EACH
SP	LED LUMINAIRE ASSEMBLY	5	EACH
SP	LED LUMINAIRE ASSEMBLY UNDER MAST ARM FOR PED CROSSING	3	EACH
SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	240	LIN. FT.
SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	1	EACH
SP	LED FLASHING SIGNS ASSEMBLY, POST AND FOUNDATION	2	EACH

*ONE SPARE VIDEO DETECTOR AND ONE SPARE VIDEO PROCESSOR, VANTAGENEXT, SHALL BE SUPPLIED AND PROVIDED TO THE CITY OF BENTONVILLE.

QUANTITIES SHOWN ARE FOR REVIEW PURPOSES ONLY AND ARE NOT
FINAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING
TO CONVEN TO BE BASED.



S.E. 8TH STREET AND
S.E. C STREET

BENTONVILLE, AR

TRAFFIC SIGNAL
COUNTIES

SCALE: 1/4" = 1'-0"

DATE: 8-11-2018

DESIGNED BY: J. L. BENTON

CHECKED BY: J. L. BENTON

APPROVED BY: J. L. BENTON

PROJECT NO. 1000000000000000

BY: J. L. BENTON

DATE: 8-11-2018

SCALE: 1/4" = 1'-0"

DATE: 8-11-2018

PROJECT NO. 1000000000000000

BY: J. L. BENTON

DATE: 8-11-2018



INTERVAL CHART

SIGNAL	SE 8TH STREET AND SE C STREET	1-6 CLR	2-6 CLR	1-5 CLR	2-5 CLR	3-5 CLR	4-5 CLR	4-6 CLR	5-6 CLR	FLASH
11	-G	-G	-G	-G	-G	-G	-G	-G	-G	-R
21&22	R R G	R R G	R R G	R R G	R R G	R R G	R R G	R R G	R R G	R
31	-R	-R	-R	-R	-R	-R	-R	-R	-R	-R
41&42	R R R	R R R	R R R	R R R	R R R	R R R	R R R	R R R	R R R	-R
51	-R	-R	-R	-R	-R	-R	-R	-R	-R	-R
61&62	G	G	G	G	G	G	G	G	G	-R
81&82	R R R	R R R	R R R	R R R	R R R	R R R	R R R	R R R	R R R	R
P2	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
P4	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK
P6	W	W	W	W	W	W	W	W	W	BLK
P8	DW	DW	DW	DW	DW	DW	DW	DW	DW	BLK

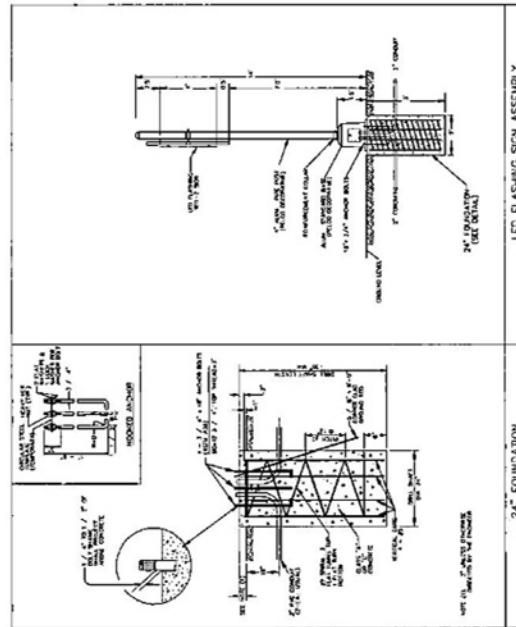
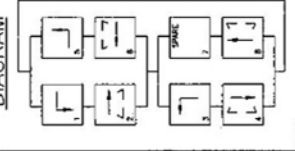
* DENOTES GREEN OR YELLOW ARROW DEPENDING ON NEXT PHASE
 ** DENOTES GREEN OR YELLOW BALL DEPENDING ON NEXT PHASE
 *** DENOTES FLASHING YELLOW ARROW OR YELLOW ARROW DEPENDING ON NEXT PHASE

DETECTOR CHART

DETECTOR	ID	DETECTOR ASSIGNMENTS		HARDWARE INPUTS BY SUPPLIER		PROGRAM ASSIGNMENTS				CAMERA	TUBE LENGTH
		DIRECTION & LOCATION	TYPE	DET. TRM. CHN. #	QAB AMP #	CON. INP. #	PHS. #	SYS. #	MSTR. #		
V211		WB LEFT FAR	COMB	1	V1	1	1	1		V01	74"
V217		WB LEFT NEAR	LOCAL	2	V1	1	1	1		V01	74"
V221A&B		WB LEFT FAR	LOCAL	5	V2	2	2	2		V02	74"
V222A&B		WB LEFT NEAR	COMB	6	V2	2	2	2		V02	74"
V231		NB LEFT FAR	COMB	11	V1	3	3	3		V03	74"
V232		NB LEFT NEAR	LOCAL	12	V3	3	3	3		V03	74"
V441		SB ADVANCE	COMB	13	V2	4	4	4		V04	74"
V442		SB NEAR	LOCAL	14	V4	4	4	4		V04	74"
V451		EB LEFT FAR	COMB	15	V3	5	5	5		V05	74"
V452		EB LEFT NEAR	LOCAL	16	V5	5	5	5		V05	74"
V453A&B		WB ADVANCE	LOCAL	3	V6	6	6	6		V06	74"
V454A&B		WB NEAR	COMB	4	V4	6	6	6		V06	74"
V481		NB FAR	COMB	9	V16	8	8	8		V08	74"
V482		NB NEAR	LOCAL	10	V8	8	8	8		V08	74"
P02		SOUTH LEG	PED.								
P04		WEST LEG	PED.								
P06		NORTH LEG	PED.								
P08		EAST LEG	PED.								

SPARE AMP. CHAN #S: 7,8

PHASING DIAGRAM

SE 8TH STREET
AND SE C STREET

BENTONVILLE, AR

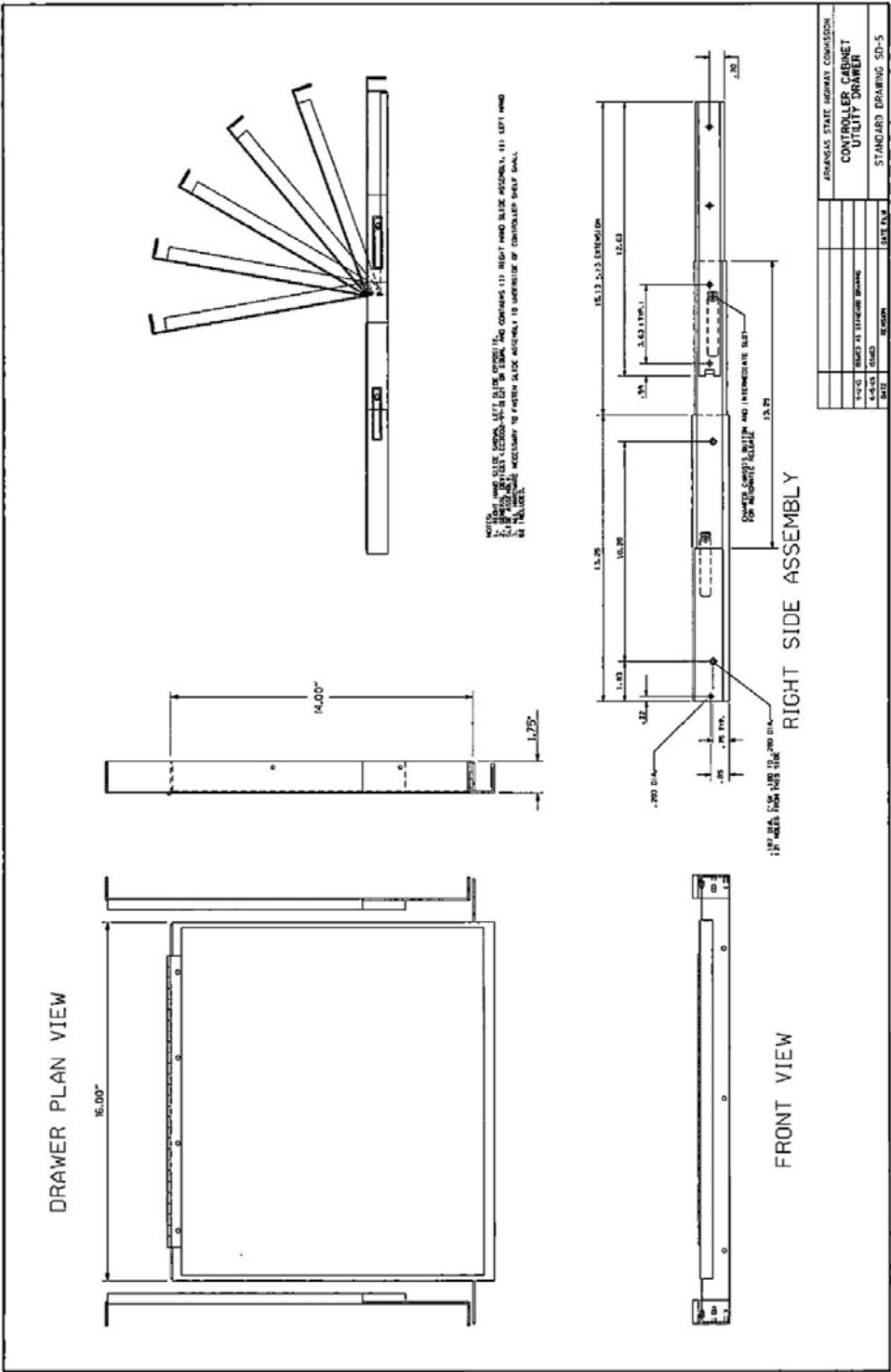
TRAFFIC SIGNAL
AND CHARTS
AND DETAILING
SIGN DETAILS

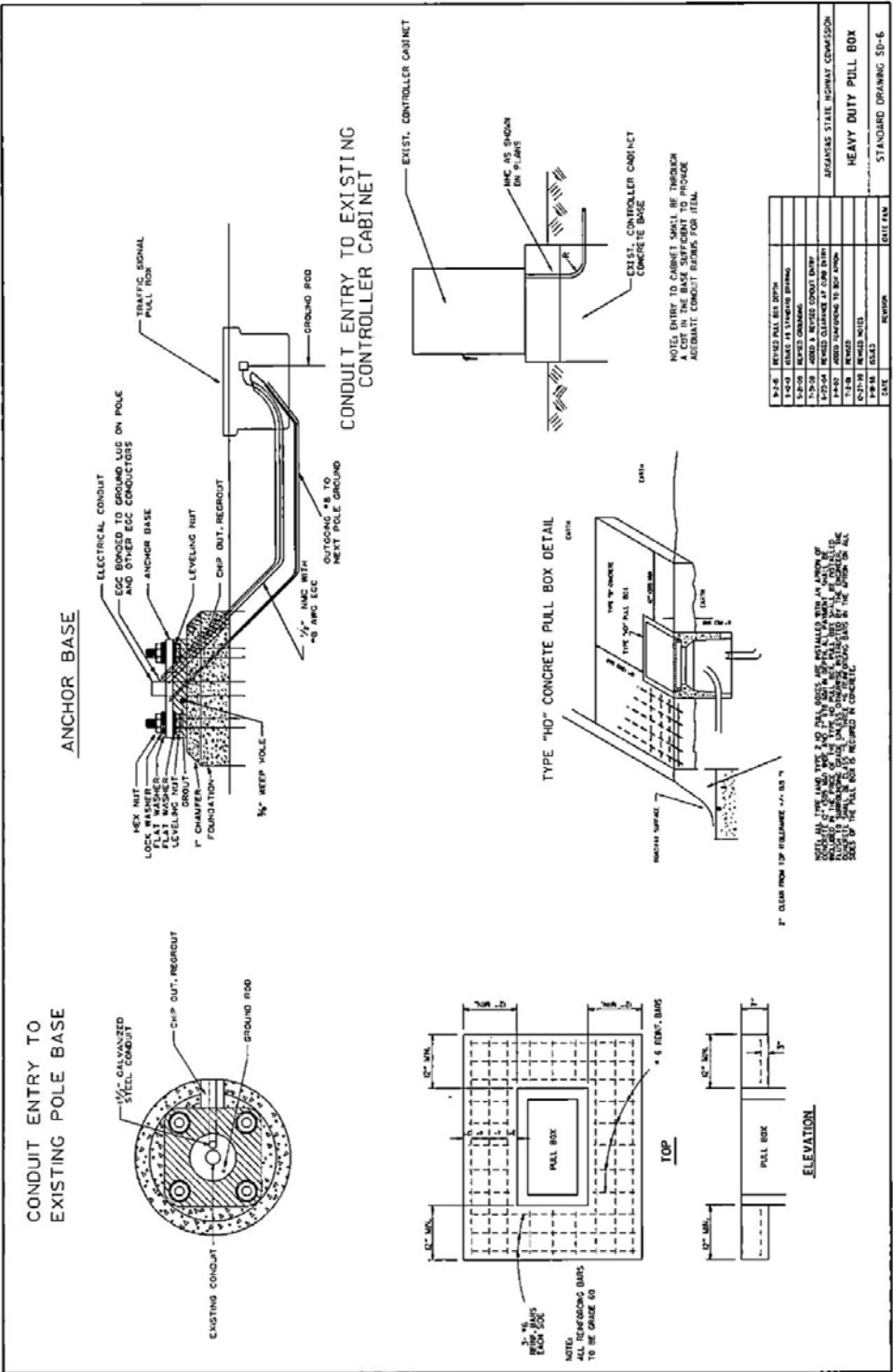
PETERS & ASSOCIATES

BENTONVILLE, AR

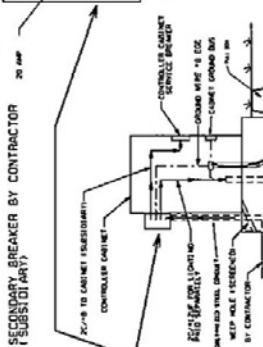
9-14-2018



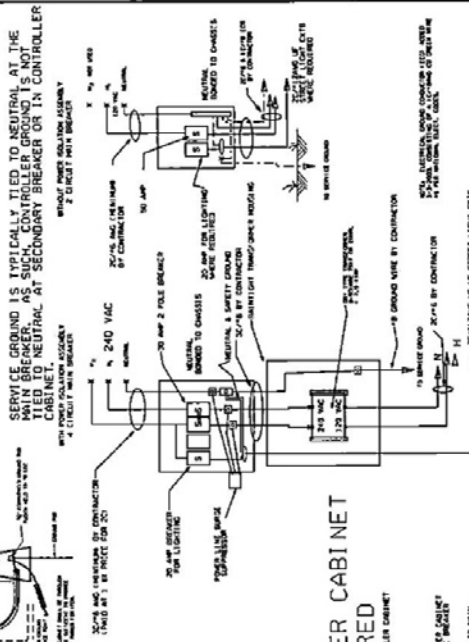




WITCHIT POWER ISOLATION ASSEMBLY



1



CONTROLLER CABINET

[illegible]



S.E. 8TH STREET AND S.E. "C" STREET
PRELIMINARY UNIT ITEMS AND COST ESTIMATE

9/14/2018		ITEM	QUANTITY	UNIT	PRICE	TOTAL
ITEM NO.						
601	MOBILIZATION		1.00	LUMP SUM	\$10,000.00	\$10,000.00
SP&701	SYSTEM LOCAL CONTROLLER TS2-TYPE 2 (8-PHASE)		1	EACH	\$22,000.00	\$22,000.00
702	BATTERY BACKUP SYSTEM		1	EACH	\$12,000.00	\$12,000.00
SP&706	TRAFFIC SIGNAL HEAD LED (3-SECTION, 1-WAY)		8	EACH	\$900.00	\$7,200.00
SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)		3	EACH	\$1,200.00	\$3,600.00
SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED		8	EACH	\$1,000.00	\$8,000.00
708	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G., E.G.C.)		21	LIN. FT.	\$3.00	\$63.00
708	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)		932	LIN. FT.	\$1.60	\$1,491.20
708	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)		2,100	LIN. FT.	\$1.15	\$2,415.00
708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)		1,750	LIN. FT.	\$1.70	\$2,975.00
708	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)		235	LIN. FT.	\$2.20	\$517.00
708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)		515	LIN. FT.	\$4.00	\$2,060.00
710	NON-METALLIC CONDUIT (3")		410	LIN. FT.	\$25.00	\$10,250.00
710	NON-METALLIC CONDUIT (2")		412	LIN. FT.	\$18.00	\$7,416.00
710	NON-METALLIC CONDUIT (1.25")		41	LIN. FT.	\$12.00	\$492.00
711	CONCRETE PULL BOX (TYPE 1)		2	EACH	\$500.00	\$1,000.00
711	CONCRETE PULL BOX (TYPE 2HD)		3	EACH	\$950.00	\$2,850.00
711	CONCRETE PULL BOX (TYPE 3)		1	EACH	\$1,000.00	\$1,000.00
711	CONCRETE PULL BOX (TYPE 4HD)		3	EACH	\$1,200.00	\$3,600.00
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (30')		1	EACH	\$11,500.00	\$11,500.00
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34')		1	EACH	\$13,000.00	\$13,000.00
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42')		1	EACH	\$16,500.00	\$16,500.00
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (44')		1	EACH	\$19,500.00	\$19,500.00
714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (48')		1	EACH	\$22,000.00	\$22,000.00
715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (12')		2	EACH	\$3,100.00	\$6,200.00
SP&726	18" STREET NAME SIGN		4	EACH	\$830.00	\$3,320.00
SP&726	STANDARD SIGNS		1	LUMP SUM	\$1,800.00	\$1,800.00
733	VIDEO CABLE		1,120	LIN. FT.	\$5.00	\$5,600.00
SP & 733	VIDEO DETECTOR (CLR)		7	EACH	\$2,800.00	\$19,600.00
733	VIDEO MONITOR (CLR)		1	EACH	\$830.00	\$830.00
SP&733	VEHICLE DETECTOR RACK (16 CHANNEL)		2	EACH	\$2,400.00	\$4,800.00
733	VIDEO PROCESSOR		1	EACH	\$1,500.00	\$1,500.00
SP&733	VIDEO EDGE CARD EXTENDER IP		1	EACH	\$500.00	\$500.00
SP	APS PUSHBUTTONS		8	EACH	\$400.00	\$3,200.00
SP	LED LUMINAIRE ASSEMBLY		5	EACH	\$1,300.00	\$6,500.00
SP	LED LUMINAIRE ASSEMBLY UNDER MAST ARM FOR PED CROSSING		3	EACH	\$700.00	\$2,100.00
SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES		240	LIN. FT.	\$1.50	\$360.00
SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)		1	EACH	\$3,500.00	\$3,500.00
SP	LED FLASHING SIGNS ASSEMBLY, POST AND FOUNDATION		2	EACH	\$2,000.00	\$4,000.00
Total Estimated Cost						\$245,239.20

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THADEN SCHOOL RELATED TO THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF S.E. C STREET AND S.E. 8TH STREET.

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

Section 1: That the Mayor and Clerk be and is hereby authorized to enter into an agreement with Thaden School to accept the funding of \$250,000.00 required for the construction of a traffic signal at the intersection of S.E. C Street and S.E. 8th Street, 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:

February 25, 2020

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Budget adjustment accepting additional funding from Thaden School in the amount of \$250,000 for the construction of a signal at the intersection of SE 8th/SE "C". See attached budget adjustment form and development agreement. This funding will be included in the 8th street account for the future 8th street project.

COST TO CITY:

Cost of this Request: N/A

Additional Budget Amount \$250,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	250,000
Remaining After Adjustment	\$ 250,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Jennifer Jones

Department

District Court

Phone

271-3120

ACTION REQUIRED:

Budget adjustment in the amount of \$13,822.00 to install bullet resistant acrylic windows at the District Court building.

COST TO CITY:

Cost of this Request: \$13,822

Additional Budget Amount \$13,822

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	13,822
Remaining After Adjustment	\$ 13,822

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





**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: February 7, 2020
Re: Budget adjustment for Total Security Solutions to install bullet resistant windows

The Bentonville Police Department completed a security assessment with regard to the District Court facility. One of the recommendations was to install bullet resistant glass in lieu of the regular glass currently in place. The Bentonville District Court has three (3) customer facing windows areas with five (5) sections of standard glass. The three (3) customer facing window areas receive a large amount of traffic on a weekly basis.

The proposal is attached but consists of the following:

Base Bid: Level 1 bullet resistant acrylic to fit in existing framing **\$11,065**

Alternate: Upgrade to Level 3 laminated acrylic **\$1,500**

Total \$12,565

This is not a budgeted item, therefore District Court is requesting a budget adjustment in the amount of \$13,822 to cover the cost estimate plus tax.

Should you have any questions regarding this request 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Budget Adjustment in the amount of \$3,705.00 and increase the contract amount to Jackson Brown Palculict Architects for Station # 7 design.

COST TO CITY:

Cost of this Request: \$3,705

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	108,450
Funds Expended to Date		108,450
Remaining Budget		-
Budget Adjustment		3,705
Remaining After Adjustment	\$	3,705

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Gladys Shoemake, Purchasing Manager, Camille Thompson, Staff Attorney,
Jake Harper, Finance Director
Date: February 25, 2020
Re: Budget Adjustment

Fire Department Staff is requesting a budget adjustment in the amount of \$3,705.00 to Jackson, Brown, Palculict Architects for the design work on Station # 7.

There were some design changes to the original plans of Station # 6 that caused this increase. This amount will complete the architects work on Station # 7.

This increase is 3.4% above the original budgeted amount of \$108,450.00 for the project.

Design Changes:

- Police Department Satellite Office.
- Changed the hip roof design to gable ends to match the surrounding structures.
- Added a Battalion Chief's quarters for future use.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter in to a contract with Mercy Clinic for firefighter physicals. This is a one year contract with option for two more years.

COST TO CITY:

Cost of this Request: \$74,250

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	78,840
Funds Expended to Date		
Remaining Budget		78,840
Budget Adjustment		-
Remaining After Adjustment	\$	78,840

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Gladys Shoemake, Purchasing Manager, Camille Thompson, Staff Attorney,
Jake Harper, Finance Director
Date: February 25, 2020
Re: Firefighter Yearly Physicals

Fire Department Staff is requesting City Council to allow the Mayor and City Clerk to enter in to a contract with Mercy Clinic for yearly firefighter physicals.

The City advertised for RFQ's (Request for Qualifications) and received one request. This request was from Mercy Clinic at 1000 SE 13th Court in Bentonville.

Cost of this request is \$74,250.00 and budgeted amount is \$78,840.00.

This is a budgeted item in the 2020 budget.

Request for Qualifications(RFQ)-20-09

CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES

This contract is made and entered into this ____ day of _____, 2020, by and between the CITY OF BENTONVILLE, an Arkansas municipal entity, hereinafter called "CITY", and **Mercy Clinic J Street/Mercy Health Systems**, an independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Beginning ____ (month) ____ (day), 2020 and continuing thereafter for a one-year term, ending ____ (month) ____ (day), 2021, CONTRACTOR shall perform the services required by the contract. This contract is renewable annually, upon mutual written agreement for a total maximum term not to exceed three (3) years.

1.2 Activities. CONTRACTOR shall provide:

- A. Employment related physicals. CONTRACTOR guarantees that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m. Appointments shall be fulfilled within five (5) business days of initial contact.
- B. Professional consultation services on occupational medicine issues as requested by City.
- C. Provide the CITY with written reports on the results of physicals administered, as outlined **Exhibit A-Contractor's Submission to RFQ-20-09**.
- D. In order to comply with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, CONTRACTOR shall forward all reports in a manner that will ensure confidentiality directly to the Human Resources Office.

1.3 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

1.4 Medical Malpractice Insurance. At all times during the term of this contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for medical malpractice in the amount of \$1,000,000 (one million dollars).

1.5 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.6 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.7 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.8 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Bentonville Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to pay CONTRACTOR **\$750.00 (seven hundred fifty dollars) per individual**, in accordance with Exhibit A.

2.2 Terms of Payment. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Council & Mayor.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to

perform, this contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Arkansas Municipal Rules & Regulations.

3.4 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Benton County for designation of the representative. The arbitration shall be conducted in accordance with Arkansas State law or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

City of Bentonville
Purchasing Manager
117 West Central
Bentonville, AR 72712

Contractors Name

Address

3.9 Applicable Laws. The laws of the State of Arkansas shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

City of Bentonville

Contractor Name

Stephanie Orman, Mayor
Date: _____

(Name of Person Signing Contract)
Date: _____

Tax Identification Number

RFQ-20-09

PROFESSIONAL SERVICE AGREEMENT

EMPLOYEE RELATED PHYSICALS

EXHIBIT A



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: January 31, 2020

REQUEST FOR QUALIFICATIONS

Employee Related Physicals

RFQ-20-09

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified and licensed entities to provide physicals for duty fitness testing of prospective and current City employees for a one year term. The awarded Submitter will be required to sign a binding contract with the City for the services. Information pertaining to this Request for Qualifications and the required Response Packet, can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. The Submission deadline is 10:30 A.M., February 11, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712
RFQ-20-09

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-20-09	Date of Issuance:	January 31, 2020
Brief Description:	Request For Qualifications for employee related physicals		
Agency:	The City of Bentonville, Arkansas		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Administrator purchasing@bentonvillear.com (479) 271-3115 City Hall 117 West Central Ave. Bentonville, AR 72712		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	Tuesday, February 11, 2020 at 10:30 A.M.
Responses must be received by the Purchasing Office prior to 10:30 A.M., Tuesday, February 11, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline. Responses received after the designated submission deadline date and time will be considered late and will be rejected, without exception.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Ave., Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: RFQ-20-09 • Vendor's name and return address
Number of Copies for Submission:	(1) One signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Firm or Individual: Mercy Clinic & Street / Mercy Health Systems
Contact Person: Sara Connors Title: Clinic Manager
Business Address: 1000 SE 13th Ct.
City: Bentonville State: AR Zip Code: 72712



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712
RFQ-20-09

Summary

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified properly licensed entities to provide physicals for duty fitness testing of prospective and current City employees for a one-year term. The awarded Submitter will be required to sign a binding contract with the City for the services for a one-year term, renewal upon mutual written agreement for two additional one year terms, for a total maximum term not to exceed three years.

The awarded Submitter must have provided the same or similar services as outlined in this RFQ document for a minimum of two (2) years.

The City will evaluate all submissions and select the top three qualified entities from the responses to the RFQ. These firms may be invited to interview with a selection committee and submit a formal proposal for the project.

Scope of Work

Employee related physicals will consist of, but not be limited to the following:

Annual Firefighter Medical Surveillance

1. Routine Physical Exam
2. Medical History
3. Laboratory Tests (as specified)

To include:

- a. Complete Blood Count
- b. Urinalysis
- c. Serum Electrolytes
- d. Total Bilirubin
- e. Fasting Blood Glucose
- f. Creatinine
- g. Blood Urea Nitrogen
- h. Calcium
- i. Cholesterol
- j. Triglycerides
- k. Uric Acid
- l. Total Protein
- m. Albumin
- n. Thyroid Function



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712
RFQ-20-09

Scope of Work Continued..

- o. Heavy Metal Poisoning
 - p. Red Blood Cell Count
 - q. HIV Testing
 - 4. Chest X-Ray
 - 5. Electrocardiogram
 - 6. Cardiac Treadmill Stress Tests
 - 7. PSA Testing
 - 8. Full Pulmonary Function Test
 - 9. Individual reports per Firefighter
 - 10. Annual Aggregate Report Submittal
 - a. This Aggregate Report shall be submitted to the Bentonville Fire Chief, reporting the overall health and wellness of the Fire Department Personnel.
 - b. Following each annual physical, the reviewing physician shall make a recommendation on the individual's report as to the employee's fitness for duty and ability to function in breathing apparatus, and to wear an encapsulating suit.
 - 11. For employees participating in the City's high deductible insurance plan, a City form shall be signed verifying that the employee has completed their annual physical.
-
- Submitters shall guarantee that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday, during the hours of 8:00 A.M. to 7:00 P.M.
 - Written reports on the results of physicals administered.
 - Professional consultation services on occupational medicine issues, as requested by the City.
 - In compliance with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, the awarded Submitter shall forward all reports in a manner that will ensure confidentiality directly to the City's Human Resources Office.

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712
RFQ-20-09

REQUIRED RESPONSES:

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding Submitter is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A description of the Submitter's experience in providing the same or similar services as outlined in this RFQ.
3. A brief summary of the Submitter's ability to provide the services described herein.
4. Proof that the Submitter is licensed pursuant to state law.
5. Proof that the Submitter is registered to do business in Benton County, Arkansas.
6. A brief summary that the Submitter has the ability to assign sufficient, experienced and qualified personnel to conduct the services in an efficient, and professional manner.
7. The following information for key personnel:
 - Name(s)
 - Respective title(s)
 - Experience
 - Periods of service with the company
 - Information on past work experience providing the same or similar services as outlined in this RFQ.
8. The following information for the Submitting entity:
 - Name
 - Headquarter Address
 - Address where services would be provided
 - Phone Number
 - Email
 - Website Address
 - Indicate whether the entity is a partnership, corporation, or sole proprietorship.
 - Where the company is organized
9. The contact information for the primary contact personnel, including:
 - Name
 - Address
 - Phone Number
 - Email



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712
RFQ-20-09

10. Statement of Qualifications: A narrative or other statement by the Submitter of its qualifications for providing the services as outlined in this RFQ.
11. A brief summary of the capacity and availability of the Submitter and the key personnel to undertake the employee related physical services for the City for an annual term(s).
 - ***Submitters should convey a summary of their current availability, directly stating their availability to begin services as early as March 1, 2020.***
12. If the Submitter intends to hire additional entities as subcontractors to assist with the services outlined in this RFQ, identify those groups and give a brief summary of their experience and availability to undertake the services. Identify the specific tasks subcontractors will be assigned.
13. Provide the description of service and contact names with telephone numbers of at least five (5) clients for whom the Submitter has completed the same or similar services for.



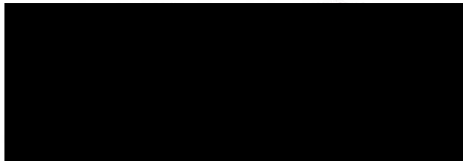
Mercy Clinic
Primary Care – Internal Medicine- Family Medicine
1000 S. E. Thirteenth Court
Bentonville, AR 72712
Phone 479-273-9056
Fax 479-273-6937

Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

February 4, 2020

To Whom It May Concern:

Mercy Clinic J Street is pleased to continue to provide annual medical physicals to your organization for the years 2020 and 2021. We appreciate the relationship we have built over the years. As you know, our providers have a lot of experience performing the physicals on your employees. We have come up with a seamless system i.e. getting supplies together for lab draws, setting up the appointments, holding all billing until every physical is complete to the final invoice cycle. Our providers, lab techs and front desk co-workers have developed relationships with your staff and look forward to them coming in every year. We hope to continue working with for years to come. Thank you for your consideration and we look forward to working with you in the future. If you have any questions or concerns, please feel free to reach out to me anytime.



Clinic Manager



Provider Qualifications

Dr. Rossitza Hristoskova – 27+ years experience in Family Medicine and corporate physicals as well as travel medicine.

Dr. Graeme Archer – 9+ years experience in Family Medicine and corporate and pilot physicals.

Dr. Roberto Saez – 27+ years experience in Internal Medicine and corporate physicals.

All providers listed above are licensed pursuant to state law by the medical board and are registered to do business in Benton County, Arkansas under Mercy Health Systems. They have provided the scope of work listed in the summary for 7+ years for the City of Bentonville. All services required by the City of Bentonville can be completed onsite at our Mercy J Street location.



Mercy Clinic
Primary Care – Internal Medicine- Family Medicine
1000 S. E. Thirteenth Court
Bentonville, AR 72712
Phone 479-273-9056
Fax 479-273-6937

References

City of Bentonville Police Department
Contact: Captain Smith (479-939-0919)

City of Bella Vista Police Department
Contact: Shelly (479-855-8030)

Walmart International Travel
Contact: Kayla Rushing (479-277-2784)

Walmart Executive Physical Program
Contact: Branda Peel (479-621-2920)

Walmart Aviation
Contact: Crystal Wagner (479-246-7404)



All physicals will be performed at the following clinic:

Mercy Primary Care Clinic J Street
1000 S.E. 13th Court
Bentonville, AR 72712
479-273-9056

Mercy Northwest Arkansas is a cooperation based in Chesterfield, Missouri at the following address:

14528 S. Outer Forty
Chesterfield, Missouri 63017

<https://www.mercy.net/practice/mercy-hospital-northwest-arkansas>

The primary contact for Mercy Primary Care Clinic J Street is:

Sara Connors
1000 S.E. 13th Court
Bentonville, AR 72712
sara.connors@mercy.net
479-338-5400



Mercy Primary Care Clinic J Street provider availability:

Dr. Rossitza Hristoskova

Monday:	8am-4pm
Tuesday:	8am-4pm
Wednesday:	8am-4pm
Thursday:	8am-4pm
Friday:	8am-12pm

Dr. Graeme Archer

Monday:	8am-4pm
Tuesday:	8am-4pm
Wednesday:	8am-4pm
Thursday:	8am-12pm
Friday:	8am-4pm

Dr. Roberto Saez

Monday:	8am-4pm
Tuesday:	8am-4pm
Wednesday:	8am-4pm
Thursday:	8am-4pm
Friday:	8am-12pm



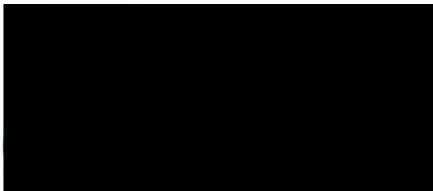
Mercy Clinic
Primary Care – Internal Medicine- Family Medicine
1000 S. E. Thirteenth Court
Bentonville, AR 72712
Phone 479-273-9056
Fax 479-273-6937

Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

February 4, 2020

To Whom It May Concern:

Mercy Clinic J Street is pleased to continue to provide annual medical physicals to your organization for the year 2020. We appreciate the relationship we have built over the years providing this service. We have not raised the price for many years. Due to the rising cost of supplies and services we will be raising the rates this year. The total cost proposal to your organization is \$74,250. This is calculated at \$750 per individual (includes treadmill test) with a total of 99 employees. Thank you for your consideration and we look forward to working with you in the future. If you have any questions or concerns, please feel free to reach out to me anytime.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MERCY HEALTH SYSTEMS FOR FIREFIGHTER
PHYSICALS 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 Mercy Health Systems for firefighter physicals for the City of Bentonville, Arkansas 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 #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a agreement with TOP Engineers to provide engineering design/bidding services for Priority 1 of the fiber backbone project for \$288,636.00. This is a 2020 budgeted item.

COST TO CITY:

Cost of this Request: \$288,636

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: February 25, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: TOP Engineering Agreement – Priority 1

Electric Dept. staff recommends entering into an agreement with TOP Engineering to perform the engineering/bidding for Priority 1 of the Fiber Backbone for the City of Bentonville for \$288,636.00.

TOP will survey, engineer, and assist with bidding for the fiber backbone that will be placed in the SW section of town ("Green" Ring). This backbone will capture multiple city buildings (Municipal Complex, Community Center), multiple electric substations ("F" Sub, "G" Sub, "I" Sub), and multiple traffic signals. This loop is the first phase of the overall backbone installation that will eventually give the city a robust, redundant, and current fiber ring connection all city facilities.

The engineering/construction of Priority 1 is a 2020-budgeted project.

Attachment:

Fiber Master Plan – Overall Rings



February 11, 2020

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

Travis Matlock, PE
Engineering Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

RE: Fiber Network Implementation

- Deliverables - Detailed Engineering Design for **Priority One**
 - **Reduced** Fiber Route Field Survey
 - Construction Design Package
 - Bill of Materials
 - Refined Construction Cost Estimate and Consultation
 - Bid Administration
 - Project Management

VIA: tmatlock@bentonvillear.com

Dear Mr. Matlock,

TOP Engineers Plus (TOP) is pleased to offer this proposal for Communications Engineering Services in support of the City of Bentonville.

Deliverables:

This Proposal entails the Detailed Engineering Design for what is described as Priority One.

Reduced Fiber Route Field Survey

- Preliminary Route Maps: Using the Map-book, the GIS team divides up the fiber route into discrete Design Templates.
- Notation of Special Circumstances: The Design Template can then be used by the field survey teams to make special notes digitally using a PDF editor call Bluebeam while reviewing the route on-site.
- Survey the Electric Distribution Poles: Using a survey tool call IkeGPS, obtain a scaled picture and via the Backoffice software, make notations on the height required and any make-ready recommendations needed due to the chosen placement location of the fiber. This will only be done for a small subset of the total number of poles estimated at about 100 of the 548 estimated to be in this Priority. If more poles are surveyed, the cost will increase accordingly. However, if less are surveyed, the cost will not be reduced as it will get into marginal mobilization rates that are unsustainable.

Cost:

The cost to perform the Field Survey Portion has been broken down on a per pole basis. This includes collaboration with BEUD regarding Make-Ready Assessment so that the work can be incorporated into the BEUD crew planning schedule. In addition, it would allow for some preliminary review of special circumstances for which the BEUD technical team would need to make decisions. The early resolution of the more complex situations would be very helpful.

- The costs for this task will be subtracted from the overall engineering costs for the whole project. This is not a duplication or overlap of costs. The exception is the additional existing sites to be incorporated into the backbone. The survey cost is included but the construction cost for this will be estimated under separate cover as discovered.
- Proposed start date for the Field Survey is Two weeks after NTP.
- Deliverables
 - These survey deliverables will be fed into the detailed engineering design. This is intended to be the field data to be used for communication between TOP staff and BEUD staff regarding how each item is to be resolved.
- Cost: The following table breaks down the cost:
 - The cost covers the first portion of the expense to support both the Engineering Team and the Survey Team. This task is to determine:
 - the best placement of breakout cabinet location specifically. How is the cabinet is going to be accessed – conduit riser placement from pole line, conduit entrance to facility for service and power?
 - How the facility will be served from the cabinet?
 - How the cabinet is going to be powered if it is an Active Cabinet?
 - Added is the cost for additional coordination and survey for sites such as the Community Center, Traffic Signals, Fire Station 6 & 7, etc. to include on the Backbone.
 - Survey Cost on a pole by pole basis
 - Preliminary Design Package Sheets for Survey – this defines the scope of each package and the perimeter, title block and orientation for each segment of the route.
 - Preliminary Drive out – this will determine how many poles will be surveyed to give the Survey Crews their scope of tasks. It will also begin to identify those areas that will need follow up in the future regarding route design and collaboration with BEUD staff. This will be enough funds to get started but not anywhere close to completion of any design. It will highlight those areas surveyed that will need to be addressed and thereby give BEUD time and scope to think about how they want to proceed on those items.

- Survey Poles with IkeGPS – TOP has used the IkeGPS very successfully around the country. It provides a scaled picture that can be shared and reviewed electronically. This will take approximately 2 weeks.
- Annotate IkeGPS Photos - This provides a common understanding for design and the ability to convey to the construction contractor exactly what needs to be done. It will identify both the desired placement location and any make-ready that will be required.
- Expenses: This will cover the remainder of the cost for the Engineering Team and the Survey Team

The following Table identifies the basis on which the Invoicing will be submitted. It shows the **reduced** amount if most of Priority One was excluded from the Pole Survey.

Item	Description of Survey Tasks	Unit Cost	Priority 1	
			# Of Poles	Total
1	Facility Entrance Surveys & Special Conditions Review	Lot		\$ 10,000
1A	Include Community Center, Traffic Signal, FS #6 & #7	Lot		\$ 5,000
2	Development of Design Package sheets for Survey	\$ 5	548	\$ 2,740
3	Preliminary Drive out (determine Scope)	\$ 10	548	\$ 5,480
4	Survey Poles with IkeGPS	\$ 35	100	\$ 3,500
5	Annotate IkeGPS photos	\$ 15	100	\$ 1,500
6	Expenses	\$ 15	100	\$ 1,500
7	Reduced Total to Survey Poles for each Priority			\$ 29,720

Detailed Engineering Design Package

- Initial field survey to identify any unique circumstances
 - Coordination with Stakeholders (fiber count, splice configuration, end points transitions, etc.)
 - Coordination with third parties as needed (traffic config.)
- Plan for fiber capacity enough for both current and future requirements
- Validate specific routes and terminal locations to match Master Plan
- Develop construction work prints
 - Develop bill of materials for ordering
- Create splicing documents
- Update Design Criteria as Reference Documentation from native Distribution Standard files.
- Document new fiber infrastructure in Fiber Management software called CrescentLink
 - Incorporate existing cable and splicing data as available

- Provide refined Construction Cost Estimates and advice via phone as needed during installation.

Approach to Service Delivery:

TOP Engineers step by step approach is as follows:

- Incorporate existing details related to the COB Master Plan
- Develop detailed construction drawings.
- Update Reference Documentation to include construction standards.
- Review with COB to incorporate any comments or changes
- Issue Detail Design to COB for construction

Bid Administration

- Revise Specification and Standards per Pilot remotely
- Review Revisions with BEUD remotely
- Solicit Bidders remotely
- Pre-Bid meeting on-site in Bentonville
- Evaluation of Bids remotely
- Award Bid Recommendation
- Coordination of Material Use and Storage with selected Construction Contractor.

Pricing:

Task	Description	Cost	Billed
1	Fiber Route Survey including Expenses	\$29,720	T&M
2	Develop Detailed Engineering Design including” • Develop Construction Design Package ○ Bill of Materials ○ Drawing details (new DS if necessary) ○ Route details with transitions ○ Refined Budget estimate for construction (for internal COB use) • Update Reference documentation for Overall Fiber Network implementation	\$161,548	T&M
3	Permit Requirements (to be coordinated with the City) Provide drawings as needed for permit support.	TBD	T&M
4	Expenses estimated at two trips for three people – Kick-off Meeting and Review meeting on-site. Stan, Bob, Paul (Air, food, lodging, car rental)	\$20,000	T&M
5	Project Management	\$45,000	T&M
6	Bid Administration including Expenses	\$32,368	T&M
7	TOTAL	\$288,636	



8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

Schedule (Calendars days will be defined upon official NTP)

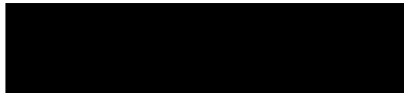
Review SOW – Q&A Conference Call	Within 2 wks after NTP
Stakeholder meeting/Kick-off on-site	Within 4 wks after NTP
General Scope Draft	Within 6-8 wks after Site Visit
General Scope Final Draft	1 wk after comments received
Project Cost Estimates	3 wks after Final SOW delivered

Please note that the quote for Construction Observation will be submitted at a later date.

Billing:

Billing will be submitted Monthly on a Time & Materials basis as listed. TOP Engineers Plus is grateful to be able to serve the engineering design needs of the City of Bentonville. Please let me know if there are any questions related to the above estimate and/or any additional services that may be needed.

Sincerely,



Stanford D. Torvik, P.E.
President
TOP Engineers Plus, PLLC

Authorization to Proceed

Priority 1 of Fiber Network Expansion

Survey, Design, Bid Admin, PM as shown in this proposal

Notice to Proceed (NTP) by Authorized Company Representative:

City of Bentonville

Signature

Printed Name

Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TOP ENGINEERS TO PROVIDE ENGINEERING/DESIGN AND BIDDING SERVICES RELATED TO PRIORITY 1 OF THE FIBER BACKBONE PROJECT 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 TOP Engineers to provide engineering/design and bidding services related to Priority 1 of the Fiber Backbone Project 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:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Motion to notify the Northwest Arkansas Conservation Authority that the City of Bentonville endorses and consents to its conditional settlement agreement reached with USI Consulting Engineers, Inc. and other parties related to the litigation concerning the Osage Creek Sewer Transmission Line.

COST TO CITY:

Cost of this Request: None

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

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

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Northwest Arkansas Conservation Authority (NACA)

CASE NO.: 04CV-20-270

USI Consulting Engineers, Inc.

CONDITIONAL SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION OF THE PAYMENT OF THE SUM OF
Nine Hundred Ninety-Five Thousand Dollars (\$995,000.00), the receipt and sufficiency
of which is hereby acknowledged, and the following consideration:

This Agreement is Contingent upon approval by NACA's board, to be evidenced
by letter from NACA's chair, confirming this contingency has been met. Further, this
agreement is contingent on affidavits from USI Consulting Engineers, Inc., Charles
Nickle, Terry Carpenter and Britt Vance attesting to insurance coverage. The parties
shall execute an additional Settlement Agreement and Release containing the agreed Joint
Tortfeasor Language, as per attached Exhibit "A".

The releasing parties do hereby release, acquit and forever discharge USI
Consulting Engineers, Inc., Charles Nickle, Terry Carpenter, Britt Vances, their
employees, their heirs, insurers, administrators, successors and assigns, agents, servants,
employers and employees, of and from any and all claims, demands, actions or causes of
action which I/we now have or may hereafter have arising out of or in any way related to
any and all liability of each and every kind developed to date, and any and all liability
that might develop in the future sustained by me/us as a result of Design and
Construction Observation of the Little Osage Sewer Line (Project). NACA shall release

all claims against the released parties relating to the Project on behalf of NACA and its board. The releasing parties shall include NACA and its board.

It is understood and agreed and expressly covenanted by the undersigned and the parties herein released that the above payment is in full and final compromise of disputed claims and that said payment is not to be construed as an admission of any liability on the part of any of the parties hereby released, by whom any liability is expressly denied.

It is further agreed by the parties hereto that it is the intent of this Settlement Agreement to comply with the provisions of the Uniform Contribution Amongst Tortfeasors Act, Ark. Code. Ann. § 16-61-202, *et seq.*, (Act 1116 of 2013), so as to provide for a reduction, to the extent of the pro rata share of the released tortfeasor or tortfeasors, of the injured person's damage or damages recoverable against all other tortfeasors.

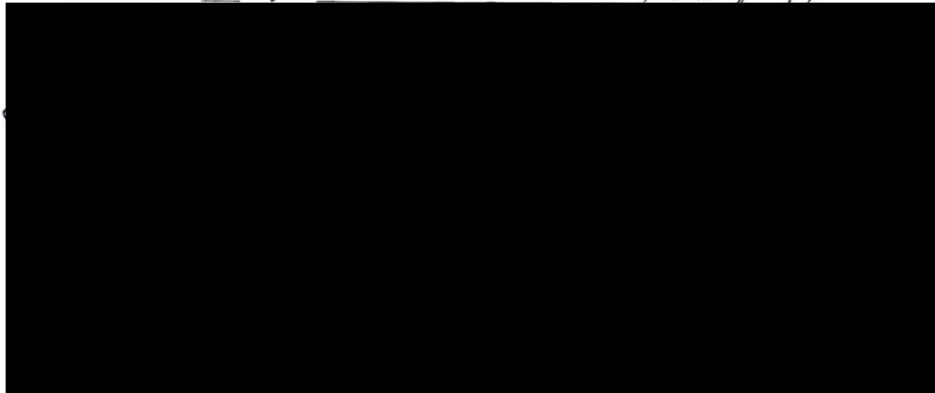
It is further understood, agreed and covenanted to by the parties herein released that this settlement is a complete accord and satisfaction of all claims and that the undersigned has not been threatened, coerced, or in any way unduly influenced to accept this settlement. Further, the undersigned expressly states that he/she has had an opportunity to discuss the terms and ramifications of this Settlement Agreement with his/her attorneys and believes that acceptance of the settlement is in his/her best interest.

It is further agreed that the above-referenced lawsuit, Benton County Case No. 04CV-20-270, against USI, Charles Nickle, Terry Carpenter and Robert B. Vance, will be dismissed with prejudice.

Settlement check shall be delivered within 45 days to the Hirsch Law Firm from the date of NACA Chair letter of approval.

It is further agreed and covenanted by the parties that the terms of this Settlement Agreement are intended to be contractual and not a mere recital.

DATED this 12 day of Feb., 2020. 



With regards to NACA's alleged damages arising out of the Dispute, NACA alleges that the Released Parties are joint tortfeasors with other parties not released by this Settlement Agreement. The parties agree that this Settlement Agreement shall reduce NACA's damages recoverable against parties not released by this Settlement Agreement by the greater of (1) the consideration paid for this release or (2) the Released Parties' pro rata share of responsibility, regardless of the cause of action under which NACA might recover. Further, it is the intent of the parties that this Settlement Agreement comply with the Uniform Contribution Among Tortfeasors Act, Ark. Code Ann. Section 16-61-102 *et seq.* In accordance with the provisions of the statute, the parties agree that NACA's damages recoverable against all other joint tortfeasors arising out of or relating to the Dispute shall be reduced by (1) the greater of Released Parties' pro rata share of responsibility, if any, or (2) the amount of consideration paid for this release. The parties agree that it is their mutual expressed intention that this Settlement Agreement comply with the provisions of Ark. Code Ann. Section 16-61-102 *et seq.*; that it relieve the Released Parties from liability to make contribution to any other joint tortfeasor; and that NACA's damages against all other joint tortfeasors shall be reduced as provided for in Ark. Code Ann. Section 16-61-102(c) *et seq.* The parties further stipulate and agree that this Settlement Agreement shall always and only be interpreted in a manner that furthers and fulfills this expressed intention.

EXHIBIT "A"