



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, and the current Federal recommendations to avoid gatherings of 10 or more people, some of all of the members of the City Council, as well as City staff members, are encouraged to attend this meeting by phone or other remote means. That being said, the Community Development Building will be open for the public to attend. Those that do attend will be asked to watch/listen to the meeting from the building’s lobby. Attendees will only be allowed into Council chambers to make a public comment or to speak during any public hearing on the agenda. Those who do attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). Moreover, no one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. While emailed comments are encouraged, accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make “live” oral public comments to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

**Regular City Council Meeting
Bentonville Community Center
BCC Community Rooms**

**Tuesday, June 23, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

**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: June 9, 2020**

AGENDA

1. Presentation - Spirit of Bentonville Awards.
2. Presentation to City Council of Bentonville Public Library's 2019 Annual Report. This year's report was distributed as a virtual document and is accessible at <https://tinyurl.com/BPL-Report-2019>. (Pages 6-26)

3. Planning:

- 3a. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Bentonville/Bella Vista Trailblazers Association, Inc., 700 SW 16th Street.**

(Pages 29-34)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas usually include higher density residential uses and may include local amenities for residents such as parks, community centers, and resident-oriented commercial uses. The requested rezoning lies internal to the park and will allow an additional revenue stream to help support the private park. It is a relatively small piece of property at approximately 0.36 acres in comparison to the approximately 63-acres that will remain A-1, Agricultural, and provide sufficient separation from the single-family residences to the east. Potential future uses could include an outdoor food vendor park. While C-2, General Commercial, is not an appropriate zoning district for the Medium Density Land Use designation, staff recommends approval of the rezoning request due to the site's compatibility with planned activities within the park and existing commercial uses that border the park to the north.

- 3b. **Ordinance accepting a lot split of Lots 9-10 of Polson's Subdivision, Southeast Sixth Partners, LLC, 204 SE 6th Street, DE, Downtown Edge.**

(Pages 36-38)

The Planning Commission voted 7-0, recommending approval.

A lot split of part of Lot 2 of Polson's Subdivision, creating new Lot 9 (+/- 0.19 acres) and Lot 10 (+/- 0.19 acres) of Polson's Subdivision. A 20-foot utility easement will be dedicated by the plat. In addition, the applicant proposed a 20-foot access and drainage easement be dedicated per separate document. The document will need to be filed prior to the issuance of a Certificate of Occupancy for The Link large scale development.

- 3c. **Ordinance accepting a lot split of Lots 5-6 of Northwest Prairie Addition, NWA Trailblazers, 1701 NW F Street, A-1, Agricultural.**

(Pages 39-45)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 3 & 4 of Northwest Prairie Addition, creating new Lots 5 (+/- 55.56 acres) and 6 (+/- 8.61 acres). The plat dedicates additional utility easements

of varying sizes and widths. Adequate right-of-way currently exists along SW I Street and SW 14th Street.

- 3d. **Ordinance accepting a property line adjustment of Lot 9 of Griffin Addition, Rose Properties, LLC, SE Griffin Drive, C-2, General Commercial.**

(Pages 46-49)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 3 and 8 of Griffin Addition, creating new Lot 9 (+/- 2.25 acres). The plat dedicates right-of-way along SE Griffin Drive to meet the requirements of the Master Street Plan. SE Griffin Drive is designated as a Local street, which requires a total of 26-feet of right-of-way from the centerline of the road.

- 3e. **Ordinance accepting a property line adjustment of Lot 9, Block 1 of Scoggan Subdivision, Marrs Developing, LLC, 405 SW C Street, R-1, Single Family Residential.**

(Pages 50-52)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of Lot 4 and part of Lot 5, Block 1, of Scoggan Subdivision, creating new Lot 9, Block 1 (+/- 0.22 acres). The plat dedicates right-of-way along SW C Street to meet the requirements of the Master Street Plan. SW C Street is designated as a Local street. In addition, the plat dedicates a 15-foot utility easement along SW C Street.

4. Appeal to a planning commission decision for a rezoning request by Brannon, Esslinger, & Crystal Creek Realty, LLC of property located at 306 SE 2nd Street and 301, 303, and 305 SE Henry Street. A rezoning request from R-1, Single-Family Residential to DN-3, Downtown High-Density Residential. The Planning Commission voted to deny the request from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential by a vote of 5-1.

(Pages 53-75)

5. Appointment of Eric Hipp to the Planning Commission effective July 1, 2020. Mr. Hipp has been a resident of Bentonville for 5 years and has been employed with the Bentonville school system for 7 years. This is a five-year term that expires on June 30, 2025.

(Pages 76-80)

6. Appointment of Reginald Wright to the Planning Commission effective July 1, 2020. Mr. Wright has a degree in Architecture and has a broad knowledge of development and zoning regulations. This is a five-year term that expires on June 30, 2025.

(Pages 81-84)

7. Appointment of Tom Hoehn to the new position 7 on the Public Art Advisory Committee (PAAC). Mr. Hoehn served on the PAAC between 2013 and 2017 and assisted in establishing the process for requesting proposals, participated in public engagement events, and created the Public Art Developer Kit. He has also served on Bentonville City Council. This position is a three-year term that begins on 07/01/2020 and expires on 06/30/2023.

(Pages 85-89)

8. An ordinance for City Council approval to waive competitive bidding requirements in the amount of \$35,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library. **(Pages 90-95)**
9. Public hearing and ordinance vacating an access and utility easement requested for Lot 119 & Lot 81 of Stone Meadow Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. (VAC20-0008) **(Pages 96-99)**
10. Public hearing and ordinance vacating a Street Right-of-Way Easement and establishing a Utility Easement at Lot 22 of Railroad Addition to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 100-103)**
11. Resolution setting a public hearing for July 14, 2020 for a Utility Easement Vacation requested for Lots 23, 24 and 25 of Chardonnay Subdivision (VAC20-0010). **(Pages 104-107)**
12. Resolution authorizing the Mayor and City Clerk to execute the First Amendment to the 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 108-120)**
- 13a. Resolution authorizing the Mayor and City Clerk to submit FAA Airport Improvement Program Grant Application 3-05-0006-015-2020 for the Southeast Taxiway "B" Construction Project, at Bentonville Municipal Airport and to execute any and all contracts associated with said grant and paid for by said grant. Said grant is in an amount up to \$1,632,487.00 from the FAA AIP Program, \$181,387.00 from the FAA CARES ACT Program, for funding of the South East Taxiway Construction for a total grant between the programs of \$1,813,874.00. Total cost of the project is \$1,818,874.60. The remaining \$5,000.60 will be paid for by Bentonville Municipal Airport general funds. **(Pages 121-195)**
- 13b. Budget Adjustment in the amount of \$5,000.60 to allow for payment of the FAA administration fees for the FAA Airport Improvement Program Grant Application 3-05-0006-015-2020 for the Southeast Taxiway "B" Construction Project. **(Pages 196-198)**
14. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter a contract amendment for the Replacement of Town Vu Road Bridge at McKissic Creek Project, IFB20-15. The request is to allow the City to enter into an amended agreement with Morrison-Shipley Engineers, Inc. for engineering and construction services in an amount of \$0.00. This amendment will reallocate the budgeted amounts for various engineering service items, but will keep the total contract amount the same as previously approved by Council. **(Pages 199-221)**
15. Approval of a Budget Adjustment to reimburse funding of airport RPZ property that was purchased in 2009. Please see attached memo. **(Pages 222-224)**
16. Resolution authorizing the Mayor and City Clerk to enter into a real estate contract to exchange equal property with Morrison Tract, LLC, in Kyleton Addition for the future development of a Collector street. **(Pages 225-243)**
- 17a. Bid Award for the construction of McCollum Road Sidepath Phase 1 to Diamond C Construction in the amount of \$256,580.91. McCollum Road Sidepath is being funded by a \$160,000.00 TAP grant from Northwest Arkansas Regional Planning

Commission and an additional grant up to \$181,000.00 from the Walton Family Foundation. **(Pages 244-248)**

- 17b. Budget adjustment, in the amount of \$160,000.00, to recognize revenue from a Transportation Alternatives Grant from Northwest Arkansas Regional Planning, for the McCollum Sidepath Trail. **(Pages 249-259)**
- 18. Resolution seeking City Council approval for the master plan for the Quilt of Parks, a plan for parks and open spaces in Downtown Bentonville. **(Pages 260-313)**
- 19a. Approve ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 8, 2020 through July 8, 2021. This policy will be with Affiliated FM. Stephens Insurance acts as the City's broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See attached memo and proposal. **(Pages 314-329)**
- 19b. Approval of a Budget Adjustment due to increase in cost of Property Insurance. Please see attached memo. **(Pages 330-333)**
- 20. Resolution of Support for the "Our Bentonville - Be Safe, Be Smart" Public Awareness Campaign and Health Authority Guidance Related to COVID-19. **(Pages 334-336)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 9, 2019

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Presentation to City Council of Bentonville Public Library's 2019 Annual Report. This year's report was distributed as a virtual document and is accessible at <https://tinyurl.com/BPL-Report-2019>.

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



Bentonville

Public

Library



2019 Annual Report



Library Advisory Board

Members:

Betsy Batey
Megan Bolinder
Melissa Godoy
Aaron Jones
Cynthia Cochran
Nathan Pollet
Kimberly Seay

Chair:

Hadi Dudley, Library Director

Ex-Officio:

Chuck Pribbernow, Friends of
the Bentonville Library
Teresa Stafford, Bentonville
Library Foundation

Octavio Sanchez,
Bentonville City Council
Michelle Vargas and Vira
Kousol, Board Secretary

Teen Advisory Board

Khadeeja Asif
Sandeep Chitturi
Arthi Krishna
Artur Kucharewicz

Haadiya Muhammad
Kate Peretz
James Quirk

Summer Roberts
Rithvik Talluri
Ananya Vangoor

Chair:

Sarah Herford, Teen
Services Librarian

Bentonville City Council

Aubrey Patterson
Bill Burckart

Chad Goss
Chris Sooter

Cindy Acree
Jon Terlouw

Octavio Sanchez
Tim Robinson





FROM THE DIRECTOR

Bentonville Public Library was happy to receive feedback from the patron survey last spring. You spoke, we listened! The overall consensus is that you want MORE! And that's exactly what we've done.

- Increased library shelving by 10% for more materials.
 - Added thousands of new items including books, DVDs, and special collections such as games, technology, and book club kits.
 - Offered more digital resources like NewsBank and increased our selection of eBooks and downloadable audiobooks.
 - Added to the number of library programs for all ages.
 - Provided more technology with circulating iPads and new telescopes with plans to add iPad stations for teens & tweens.
- And, last - but certainly not least - the library's café space is filled with the aroma of Guatemalan coffee!

We are looking to the future and have more plans. With everything we do, we keep you, our patrons, at the center of our thoughts. We believe that libraries are the heart of a community, and our patrons are the heart of this library.

If you haven't visited in a while, come see what we're doing! We'd love to have you here!

Welcome Mayor Orman

At year-beginning, the City of Bentonville welcomed Mayor Stephanie Orman's leadership. Community-driven and citizen-focused opportunities for people to be more engaged with our local government were evident early in the first year of her first term.

Ward meetings and open forums for citizens and downtown businesses were hosted at the Library and the Community Center. A social media presence and the Bentonville 311 platform connected citizens to the City in new ways.

Mayor Orman also helped me welcome Delia Owens, New York Times bestselling author of *Where the Crawdads Sing*, to Bentonville Public Library last summer.

The compelling story of Kya reminds us of the importance of community, how humankind should value our differences, and that literacy and education can create opportunity for anyone, regardless of age, gender, or wealth.

Hadi S. Dudley, M.S., M.A.
Director, Bentonville Public Library



"Once you learn to read anything, you can learn everything." - Delia Owens, *Where the Crawdads Sing*



Shelving Expansion: Making Room for More Books

After more than 12 years at 405 South Main Street, Bentonville Public Library expanded its shelving to accommodate its growing collections. BPL installed several new steel-shelving units and the library team shifted thousands of books, videos, magazines and other physical collections.

Physical collections have grown 120% and circulation is up 71% since 2007. While use of digital content is increasing, physical collections are still important to our library patrons.

The Library's 2019 Capital Budget through the City of Bentonville, which was approved by City Council, funded the shelving expansion project.



Summer Feeding Program

For the first time, BPL was a designated site for Bentonville Schools' and Aramark's Summer Feeding Program. More than 7,360 free lunches were served to youth with 1,160 Snack Packs distributed on Fridays by the Second Street Pantry Missions.

BPL was the perfect place to host Bentonville Schools' & Aramark's Summer Feeding Program. Families attended library events and checked out materials, then enjoyed a nutritious lunch on the veranda. It was well received by our community, and many families who need the support benefited from the summertime program.

Bentonville Public Library was happy to host and looks forward to partnering again on such an important project.

"Many days, it was like a community picnic at the Library" - Hadi Dudley



Café Opened at BPL

Bentonville Public Library was pleased to help share the news that 211 Café opened in October!

211 Café is owned and operated by Mauricio and Norma Guerrero. They are true coffee connoisseurs and offer a unique roast of coffee from their home country of Guatemala.

Sharing coffee in its purest form, 211 Café features pour overs such as Aeropress, V60, Chemex and French Press. Specialty coffee drinks, teas and other beverages are also served. The food menu features local vendors as well as meals made fresh on-site.

The Library Advisory Board supported the endeavor for BPL. "Part of the mission of BPL is to engage the community through discovery. The ability to share food and drink with others - especially over a good book! - is a powerful tool in community-building and developing relationships that enrich the lives and families of our city."

211 Café was selected by a BPL committee through the City of Bentonville's Request for Proposal process. Bentonville City Council approved the lease agreement through a city ordinance.

Walmart Gives NWA

Last summer, the Library partnered with the Bentonville Library Foundation and Walmart Foundation in Walmart Gives NWA. For every hour volunteered, Walmart pledged to make a financial donation to the eligible organization.

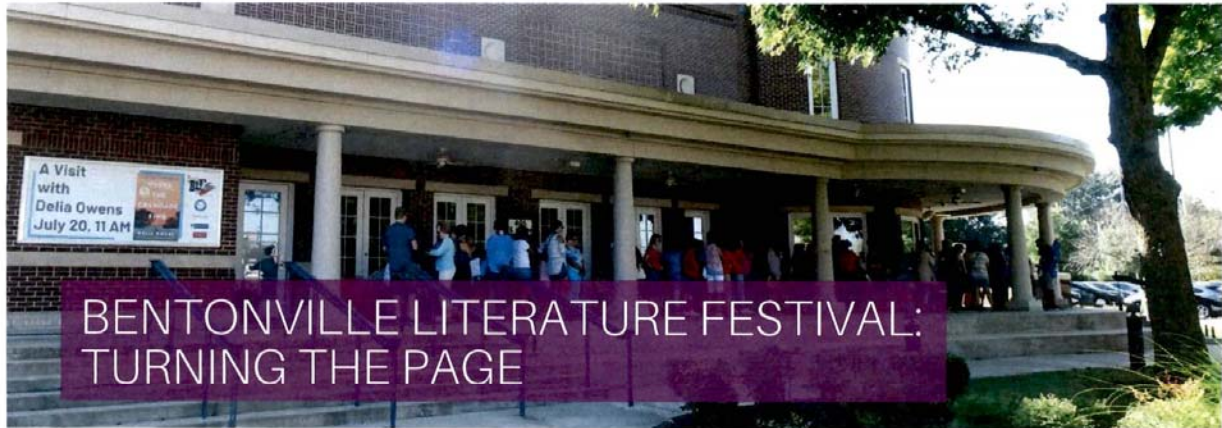
Walmart matched BPL's volunteer hours with a gift of \$12,299.75!

During the "Libraries Build Communities" reception, Ben Lacy, Bentonville Library Foundation board member said, "We are deeply grateful for the many hours volunteered at the library to support programs and services as well as the Walmart Foundation for their call to action, financial support, and vision to encourage community engagement."

The gift benefits the library and the community through the purchase of new iPad stations for tweens and teens, as well as funding for other special projects.



"Nobody is a stranger here." - Mauricio Guerrero, founder and owner of 211 Café



Bentonville's Literature Festival was reimagined in its fifth year to provide seasonal opportunities for readers of all ages to celebrate good stories and art. More than 600 people connected with authors and illustrators at BPL.

Suzanne Woods Fisher

BPL hosted best-selling, award-winning author Suzanne Woods Fisher on January 26. She promoted her new book, *Mending Fences*, and discussed the Amish traditions and lessons she learned from the Old Order Amish. Forty-five patrons and guests attended.



Rich Davis

BPL hosted Rich Davis, professional artist, children's book illustrator and author, and drawing game inventor, June 20 for a drawing workshop attended by 137 kids and parents. Children enjoyed the fast-paced, interactive program where they practiced eye/hand coordination leading to creative exploration and discovery.



Ashley Franklin

Debut author Ashley Franklin entertained toddlers and preschoolers and their caregivers at a BPL hosted storytime on July 23 with 163 in attendance. Franklin read her first book, *Not Quite Snow White*. The story and activities that followed encouraged attendees to let their own magic shine.



A Visit with Delia Owens



BPL hosted "A Visit with Delia Owens," NY Times bestselling author of *Where the Crawdads Sing* with 290 in attendance.

In partnership with the Arkansas Center for the Book at the Arkansas State Library, the presentation was part of "If All Arkansas Read the Same Book" statewide tour. A special reception was sponsored by the Bentonville Library Foundation.

The festival's mission is to connect our community with authors and illustrators to inspire readers of all ages, celebrate storytelling and foster a lifelong love of literature, writing and creativity.

Presented by BPL and supported by the Friends of the Bentonville Library and the Bentonville Library Foundation.

"You're just enough of all the right stuff." - *Not Quite Snow White*



May 4, 2019

Bentonville GeekCon 2019 was a superhero-sized success! More than 3,600 people visited the library on May 4, 2019 for workshops, door prizes, a costume giveaway, photo booth, free food, and the annual Free Comic Book Day comic giveaway!

The day began with our first-ever costume giveaway -- we gave out over 300 costumes! Special workshops focused on physics, animation, and illustration. Kids enjoyed *Masha and the Bear* storytimes along with geeky science activities. *Baby Mouse* made character appearances throughout the day. Patrons got crafty making dice necklaces and chainmaille jewelry. Everyone loved getting in super-hero poses in our photo booth area. Patrons signed up to win dozens of door prizes.

Crowds lined up around the exterior of BPL for the comic giveaway! BPL staff and volunteers gave away over a thousand bags in less than an hour! After the comic giveaway, patrons got a free lunch from Jimmy John's and enjoyed cookies at the "Party on the Porch" presented by the Satellite Rotary Club of Bentonville.



"May the Fourth be with you!"



GeekCon ended with our grand finale, Galactic Hero Training! Patrons learned that they just need their imagination and a few dance moves to save the Universe!

GeekCon was proudly sponsored by the Friends of the Bentonville Library, Jimmy John's, Palamon, Rubie's, Animaccord, Masha and the Bear, Satellite Rotary Club of Bentonville, and Branding Streams.

GeekCon is a Children's Book Week official event.

BPL first participated in Free Comic Book Day in 2013. With attendance and interest growing exponentially each year, BPL expanded the program and create Bentonville GeekCon featuring Free Comic Book Day in 2018, a library centered convention that promotes literacy and creativity through graphic novels and pop culture.



Library Expenditures

Personnel Salaries	\$	906,746
Personnel Benefits	\$	276,666
Library Materials & Digital Resources	\$	260,881
General Operating & Maintenance	\$	291,718
Capital Expenditures	\$	33,399
	\$	1,769,410



Library Revenue

Cost-Recovery Fees & Overdue Fines	\$	55,335
Rental Income & Misc Income	\$	5,919
Grant Funds & Donations	\$	41,931
	\$	103,186



Contributions

Materials & In-Kind	\$	78,107
Sponsorships & Donations	\$	127,249
Volunteerism	\$	509,239
	\$	714,595





Budget & expenditures are unaudited;
some contributions are estimated

Circulation includes eBooks &
Downloadables

New Library Cards do not include BPL
Tech Cards issued to local students

Outreach and Library Tour attendees
included in Program Attendance

Collection Size and Value does not
include digital materials such as
eBooks, databases or eLearning
resources

Stats-at-a-Glance

Circulation	725,056
Library Visits	319,697
Program Attendance	65,021
Computer Usage	15,990
Material Requests Filled	37,018
New Library Cards	5,835
Outreach & Library Tours	7,515
Summer Reading Hours	27,053
eBooks & Downloadables	142,207
Database Use	277,571
Website Hits	539,436
Staff Full-Time Equivalent	22.25
Meeting Room Groups	866
Meeting Room Attendees	12,845
Collection Size	149,962
Collection Value	\$3,267,732



Adult Volunteers

Aaron Garcia
 Alison Thomas
 Amanda Bryson
 Amanda Donaldson
 Amber Massey
 Anne Marie Schudy
 Annette Savage
 Antriksha Verma
 Anushka Sista
 Audrey McDonald
 Autumn Roberts
 Aymlee Mathis
 Bartholomew Warfield
 Bekah Haught
 Ben Kuykendall
 Bobbylee Ingals
 Bryan Collom
 Cassie Hannah
 Catherine Kromkowski
 Charlotte Shurtz
 Chhavi Shrivastava
 Cody Wheeler
 Connie Brown
 Crystal Cole
 Crystal Tibbetts
 Cynthia Mo
 Dalene Schrier
 Dana Apple
 Dawson Dayley
 Deena Davis
 Deepali Bhurat
 Diana Guerin
 Dominique Dandridge-Chapman
 Elizabeth Graham
 Elizabeth Hundley
 Gaye Kiker
 Georgia Choate
 Hasky McCool

Holly Wertens
 Janet Rivera
 Janet Tonne
 Jessica Roux
 Jody Agnacion
 Jon Bee
 Joshua Hummell
 Justin Powell
 Kaelia Owens
 Karen Robbins
 Karen Trimble
 Katherine Paley
 Kayton Coffee
 Lakshmi Gouthami Tunuguntla
 Laxmi Shrestha
 Manoella Oliveira
 Margaret Curry
 Mark Lloyd
 Mary Eileen Ameigh
 Monaliza Viana
 Monisha Panner Selvam
 Nathaniel Hailu
 Nikhitha Ramagiri
 Nilamben Patel
 Nithya Sundar
 Pam Willis
 Paul Hale
 Pavithra Gopalakrishnan
 Payel Acharya
 Priya Puvanakrishnan
 Priyadharshini Devanathan
 Rebecca McCrory
 Rodney Gottschalk
 Rondell Secrest
 Roxanne Milligan
 Samantha Silverstein
 Samuel Herrington
 Sharon Shields

Shawn Sawyer
 Shelley Slinkard
 Sirisha Badhika
 Sriram Amuluru
 Sundaravalli Sethurajan
 Sunil Singh
 Susan Erickson
 Tesline Thomas
 Theiva Selvarajan
 Tobie Taylor Jones
 Tressa Martin Jesudasan
 Tyla Morris
 Van Tabbert
 Vivek Jha
 Whitney Fowler

Junior Partners

Adelaide Tine
 Anjali Patel
 Ann Sali Tine
 Ayan Pahwa
 Cameron Secrest
 Jillian Johnson
 Kara Johnson
 Katelynn Vandekamp
 Mona Pahwa
 Nilam Patel
 Riddhi Patel
 Rondell Secrest
 Sandhya Gaddam
 Teja Gaddam
 Yashu Gaddam



Teens

Aaliyah Maurice
Aaren Warr
Aaron Tong
Aashvi Dahiya
Abhinandana Saravanan
Abigail Garrett
Adam Baranyk
Adelaide Berry
Adithya Sundar
Aiden Coursey
Aiswarya Saravanan
Akshaj Tadiparthi
Akshath Verma
Alex Chrisco
Alex Solis
Alexis Doellinger
Alexis Hecht
Alic Fernandez
Alyssa Chanthabouala
Aman Prasanna
Ananya Vangoor
Andrew Brothers
Angel Sotero
Ani Tavva
Anish Guntreddi
Anish Leekkala
Anna Liu
Anna Tomlinson
Annandita Sureshbabu
Anumi Wickramasinghe
Anushri Kulkarni
Anyu Neier
Ariana Reyes
Arjun Krishna
Arthi Krishna
Artur Kucharewicz
Audrey Bracht
Audrey Brown
Averi Robinson
Aydin Swales
Bhavana Omkaram
Bilal Raza
Breanna Huber
Brenleigh Spence
Brianna Estus
Caitlyn Sellers
Caleb Lindy
Cameron Estus
Chase Alvarado
Chloe Bracht
Chloe Cooper
Ciarrh Rousey-Rangel
Dalton Bane
Dalton McMillan

Deeksha Tummala
Dhruva Rangarathna
Dineshi Abeyagunawardene
Diya Nambiar
Dominic DeMania
Ebuka Onyebueke
Eekshita Tanmayee Sri Allipilli
Eleanor Everhart
Elizabeth Gregory
Ellen Woodhouse
Emily Graham
Emily Niggemann
Emily Wheelless
Emma Grimm
Es Mary Frannie Van
Esther Moore
Eunsol 'Grace' Kim
Farah Khalil-Ahamed
Grace Marsiglio
Graceyn Moore
Haadiya Muhammad
Haley Corwin
Hannah Miller
Hannah Vass
Harini Senthilkumar
Harmonie Yang
Harmony Reynolds
Harsha Nannapaneni
Harshdeep Singh
Harshini Mahesh
Haya Raza
Haylen Phung
Himani Patel
Illyana Lerch
Immaculin Joe
Irene Huang
Isha Thirupathy
Ishana Thakre
Ivan Wong
Jake Jesudasan
James Quirk
Janani Saravanan
Jessica Kannangara
Jillian White
John Ring
Josh Armstrong
Jyothika Arunkumar
Karina Batra
Kassidy Bauer
Katherine Peretz
Kaushal Dhupal
Kavin Kannangara
Keeley Miller
Kelly Hester

Kendrick Estus
Kennedy Pate
Khadeeja Asif
Khushi Mehta
Khushi Taori
Kiana Magsam
Laasya Ravipati
Laney Shelly
Lexie Holum
Lillie Miller
Lilly Culbert
Lilly Moseley
Lily Agnacion
Lily Baer
Lindsey Wewers
Logan Waddle
Loren Menna
Lukas Danehy
Lynda Nguyen
Maanasvi Kotturi
Macey Hurley
Mackenzie Allen
Madelyn Bertrand
Madhav Nair
Maleigha Evans
Malismitha Rajvignesh Lohithan
Jeyaram
Malorie Grimm
Manas Chithirala
Marianna Willis
Marisha Manes
Mary Claire Clark
Mason Hollingsworth
Megan Cordell
Megan Parker
Mekhi Scullaw
Michelle Hester
Millie Kuhn
Monique Banks
Murari Kothagundla
Mutheshree Rajesh
Nadia Moutria
Nagavenkatasai Puvvada
Nandita Ajit
Nathan Jones
Neil Paruchuri
Nevaeh Sebastian
Nicole Moutria
Nina Zeller
Olivia Elshoff
Omar Allauddin
Paisley Hight
Parker Manns
Pradyun Pandey
Pranav Natarajan

Pranav Polavarapu
Pranav Thirupathy
Pranav Vasam
Praneel Vakkalagadda
Pranit Dodda
Priya Thelapurath
Reagan Clark
Rheagan Stinnett
Rikhil Tadiparthi
Rishab Gaddam
Rishvik Vannemreddy
Rithvik Talluri
Rithyka Heng
Rohit Kasthuri
Rohith Ratheesh
Rowan Christensen
Ruben Mathew
Russ Tharp
Saahas Parise
Saivarunteja Elagandula
Saloni Satappagol
Samaira Mohammed
Sandeep Chitturi
Santosh Vangoor
Sanviti Kumar
Serena Jones
Shiuli Batra
Shivani Suresh
Sierra Greiner
Skyla Yang
Sofi Overton
Sophia Charlesworth
Sophie Calvi
Soumya Chauhan
Sruva Ravipati
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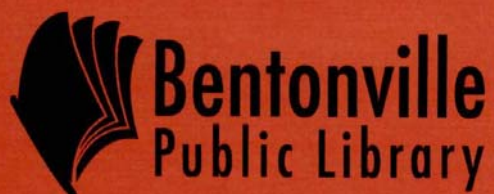
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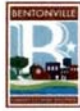
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City Council Agenda Items
For City Council Meeting of June 23, 2020
From the June 16, 2020 Planning Commission Meeting

- a. Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Bentonville/Bella Vista Trailblazers Association, Inc., 700 SW 16th Street.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas usually include higher density residential uses and may include local amenities for residents such as parks, community centers, and resident-oriented commercial uses. The requested rezoning lies internal to the park and will allow an additional revenue stream to help support the private park. It is a relatively small piece of property at approximately 0.36 acres in comparison to the approximately 63-acres that will remain A-1, Agricultural, and provide sufficient separation from the single-family residences to the east. Potential future uses could include an outdoor food vendor park. While C-2, General Commercial, is not an appropriate zoning district for the Medium Density Land Use designation, staff recommends approval of the rezoning request due to the site's compatibility with planned activities within the park and existing commercial uses that border the park to the north.

- b. Ordinance accepting a lot split of Lots 9-10 of Polson's Subdivision, Southeast Sixth Partners, LLC, 204 SE 6th Street, DE, Downtown Edge.**

The Planning Commission voted 7-0, recommending approval.

A lot split of part of Lot 2 of Polson's Subdivision, creating new Lot 9 (+/- 0.19 acres) and Lot 10 (+/- 0.19 acres) of Polson's Subdivision. A 20-foot utility easement will be dedicated by the plat. In addition, the applicant proposed a 20-foot access and drainage easement be dedicated per separate document. The document will need to be filed prior to the issuance of a Certificate of Occupancy for The Link large scale development.

- c. Ordinance accepting a lot split of Lots 5-6 of Northwest Prairie Addition, NWA Trailblazers, 1701 NW F Street, A-1, Agricultural.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 3 & 4 of Northwest Prairie Addition, creating new Lots 5 (+/-55.56 acres) and 6 (+/- 8.61 acres). The plat dedicates additional utility easements of varying sizes and widths. Adequate right-of-way currently exists along SW I Street and SW 14th Street.

d. Ordinance accepting a property line adjustment of Lot 9 of Griffin Addition, Rose Properties, LLC, SE Griffin Drive, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 3 and 8 of Griffin Addition, creating new Lot 9 (+/- 2.25 acres). The plat dedicates right-of-way along SE Griffin Drive to meet the requirements of the Master Street Plan. SE Griffin Drive is designated as a Local street, which requires a total of 26-feet of right-of-way from the centerline of the road.

e. Ordinance accepting a property line adjustment of Lot 9, Block 1 of Scoggan Subdivision, Marrs Developing, LLC, 405 SW C Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of Lot 4 and part of Lot 5, Block 1, of Scoggan Subdivision, creating new Lot 9, Block 1 (+/- 0.22 acres). The plat dedicates right-of-way along SW C Street to meet the requirements of the Master Street Plan. SW C Street is designated as a Local street. In addition, the plat dedicates a 15-foot utility easement along SW C Street.

REZONING STAFF REPORT



Bentonville/Bella Vista

Trailblazers, LLC

700 SW 16th Street

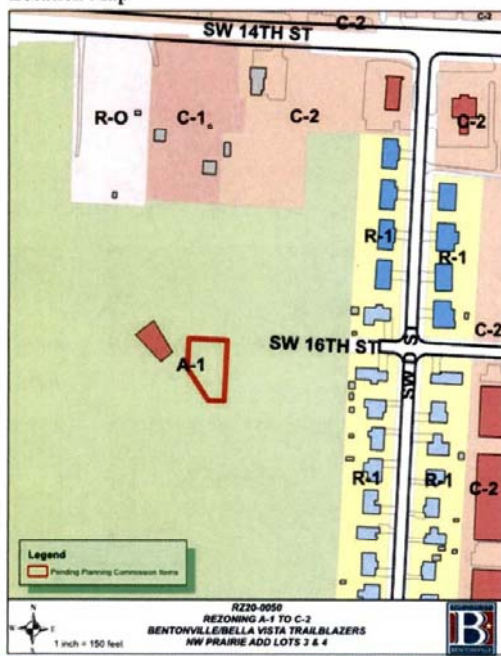
PC Date: 6/16/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0018
Applicant / Current Owner	Bentonville/Bella Vista Trailblazers Association, Inc. PO Box 2821 Bentonville AR, 72712
Site Area	+/- 0.36 Acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

This property is located at 700 SW 16th Street and lies within the Osage Park boundaries. The requested area to be rezoned will remain surrounded by A-1 Agricultural.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas usually include higher density residential uses and may include local amenities for residents such as parks, community centers, and resident-oriented commercial uses.

Public Comment

Staff has not received public comments regarding this request.

Analysis

The requested rezoning lies internal to the park and will allow an additional revenue stream to help support the private park. It is a relatively small piece of property at +/- 0.36 acres in comparison to the, +/- 63 acres that will remain A-1, Agricultural and provide sufficient separation from the single-family residences to the east. Potential future uses could include an outdoor food vendor park.

Conclusion

While C-2, General Commercial is not an appropriate zoning district for the Medium Density Land Use designation, staff recommends approval of the rezoning request due to the site's compatibility with planned activities within the park and existing commercial uses that border the park to the north.



May 11, 2020

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

RE: Rezoning Request for New Lot 7 of NW Prairie Addition - 700 SE, Bentonville, AR 72712
(Real parcel# 01-18214-000)

To The City of Bentonville Planning Commission:

On behalf of NWA Trailblazers, Inc., EDG is requesting a zoning change to **C-2 Commercial (proposed)** from **A-1 Agricultural (current)** for Lot 7 of NW Prairie Addition.

Concurrent with this rezoning request, we have submitted a Conditional Use Permit for an outdoor vendor park for food trucks to be located on the property.

The C-2 zoning allows multiple food trucks as an outdoor vendor park with a conditional use permit. The food trucks will complement the Osage Park pavilion and community park and provide an amenity for the park patrons. The Land Use Plan calls for this property to be Medium Density Residential, however, there is C-2 zoning directly north of this property along 14th street. The site infrastructure for the food truck parking area is currently under construction as part of the Osage Park project. There is no other intended use for this property.

Proposed Use

Lot 7 of the NW Prairie Addition is at the end of the extension of the public right-of-way for 16th street and is surrounded by the Osage Park property that is a large open community park, with public amenities. Lot 7 will be used for no more than 4 food trucks that will be parked in an area that will have a plaza like atmosphere with dense landscaping and high-end pavers. This will be a nicely landscaped and maintained public amenity for the park and surrounding area.

Signage

There is no planned signage for this food truck area. Any signage for the park will be part of the park LSD and will be approved via separate sign permit as required by ordinance.

Traffic

Food truck area is not anticipated to increase traffic beyond the traffic that the park will generate. The intention of the food truck area is to support the park users and not create traffic.



Availability of Water and Sewer

Public water, sewer and electric were extended along 16th street west and provide ample capacity for this development. All food truck will be self-contained for water and sewer and will not need individual hookups for water and sewer.

Attachments

- Property Owner Consent Form
- Warranty Deed
- Legal Description (MS-Word format)

Respectfully submitted,

ECOLOGICAL DESIGN GROUP, INC.



Brahm Driver, PE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0018).

WHEREAS, Bentonville/Bella Vista Trailblazers Association, 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 A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 3 OF NORTHWEST PRAIRIE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2017, PAGES 680-684, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°48'13"W 676.87 FEET; THENCE N87°31'25"W 148.93 FEET; THENCE S02°30'17"W 44.30 FEET; THENCE N87°27'27"W 155.70 FEET TO THE POINT OF BEGINNING; THENCE S02°32'33"W 152.17 FEET; THENCE N87°27'21"W 39.92 FEET; THENCE N32°46'11"W 95.53 FEET; THENCE N02°32'39"E 74.22 FEET; THENCE S87°27'27"E 95.13 FEET TO THE POINT OF BEGINNING, CONTAINING 12,324.66 SQUARE FEET OR 0.28 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 June 16, 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 A-1, Agricultural to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



Consent Agenda Items

For Planning Commission meeting of June 16, 2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on June 9, 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.

Lot Split: Lots 9 & 10, Polson's Subdivision, Southeast Sixth Partners, LLC, 204 SE 6th Street, DE, Downtown Edge, LS20-0029

A property line adjustment of part of Lot 2 of Polson's Subdivision, creating new Lot 9 (+/- 0.19 acres) & Lot 10 (+/- 0.19 acres) of Polson's Subdivision. 20-foot utility easement will be dedicated by the plat. In addition, the applicant proposed a 20-foot access and drainage easement be dedicated per separate document. The document will need to be filed prior to the issuance of a Certificate of Occupancy for the Link Large Scale Development.

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

Lot Split: Lots 5 & 6, Northwest Prairie Addition, NWA Trailblazers, 1701 NW F Street, A-1, Agricultural, LS20-0026

A lot split of Lots 3 & 4 of Northwest Prairie Addition, creating new Lots 5 (+/-55.56 acres) and 6 (+/- 8.61 acres). The plat dedicates additional utility easements of varying sizes and widths. Adequate right-of-way currently exists along SW I Street and SW 14th Street.

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

Property Line Adjustment: Lot 9, Griffin Addition, Rose Properties, LLC, SE Griffin Drive, C-2, General Commercial, PLA20-0026

A property line adjustment of Lots 3 and 8 of Griffin Addition, creating new Lot 9 (+/- 2.25 acres). The plat dedicates right-of-way along SE Griffin Drive to meet the requirements of the Master Street Plan. SE Griffin Drive is designated as a Local street, which requires a total of 26-feet of right-of-way from the centerline of the road.

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

Property Line Adjustment: Lot 9, Block 1, Scoggan Subdivision, Marrs Developing, LLC, 405 SW C Street, R-1, Single-Family Residential, PLA20-0031

A property line adjustment of part of Lot 4 and part of Lot 5, Block 1, of Scoggan Subdivision, creating new Lot 9, Block 1 (+/- 0.22 acres). The plat dedicates right-of-way along SW C Street to meet the requirements of the Master Street Plan. SW C Street is designated as a Local street. In addition, the plat dedicates a 15-foot utility easement along SW C Street.

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 9-10 OF POLSON'S
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0029).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 9-10 of Polson's Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 16, 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 Lots 9-10 of Polson's 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.

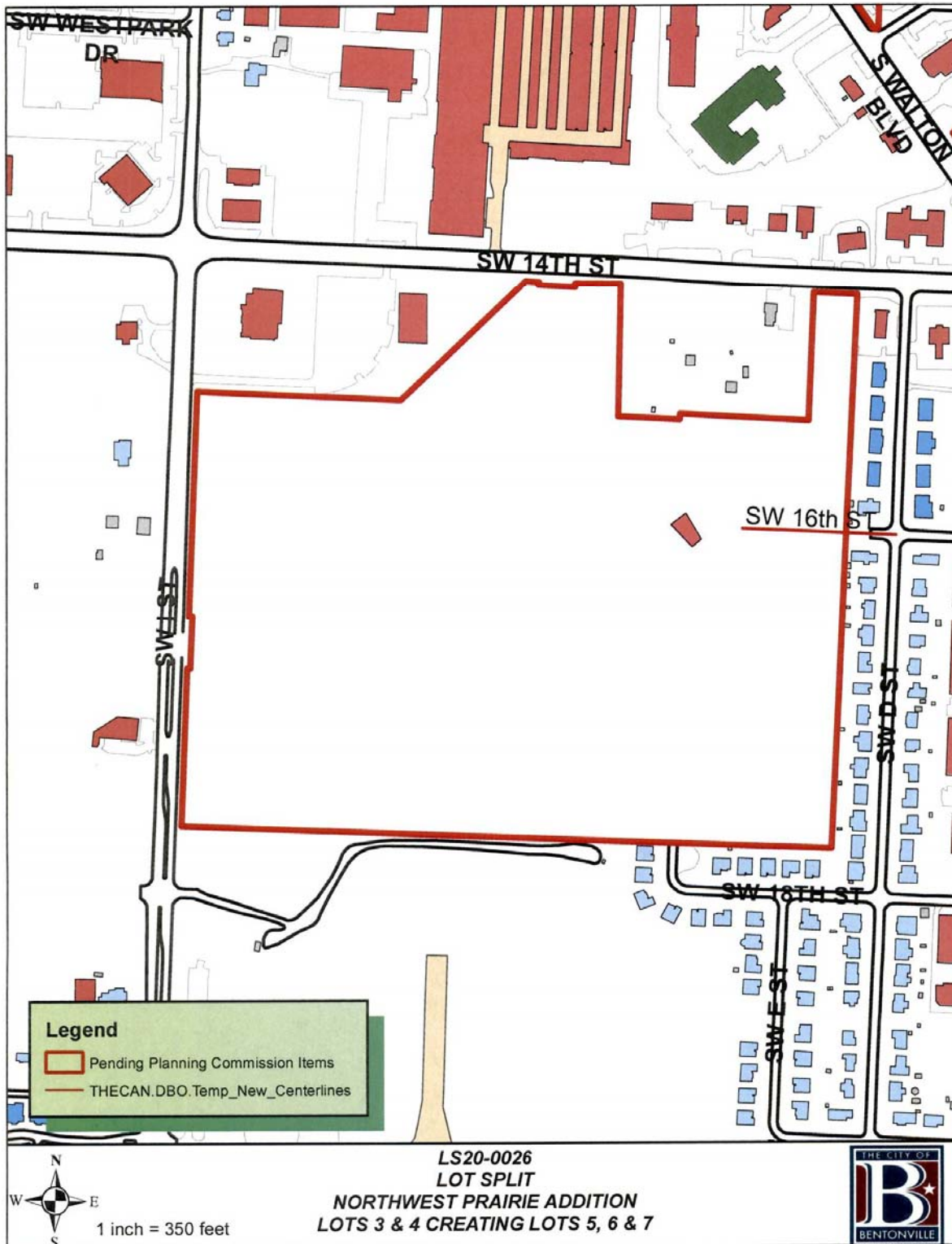
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

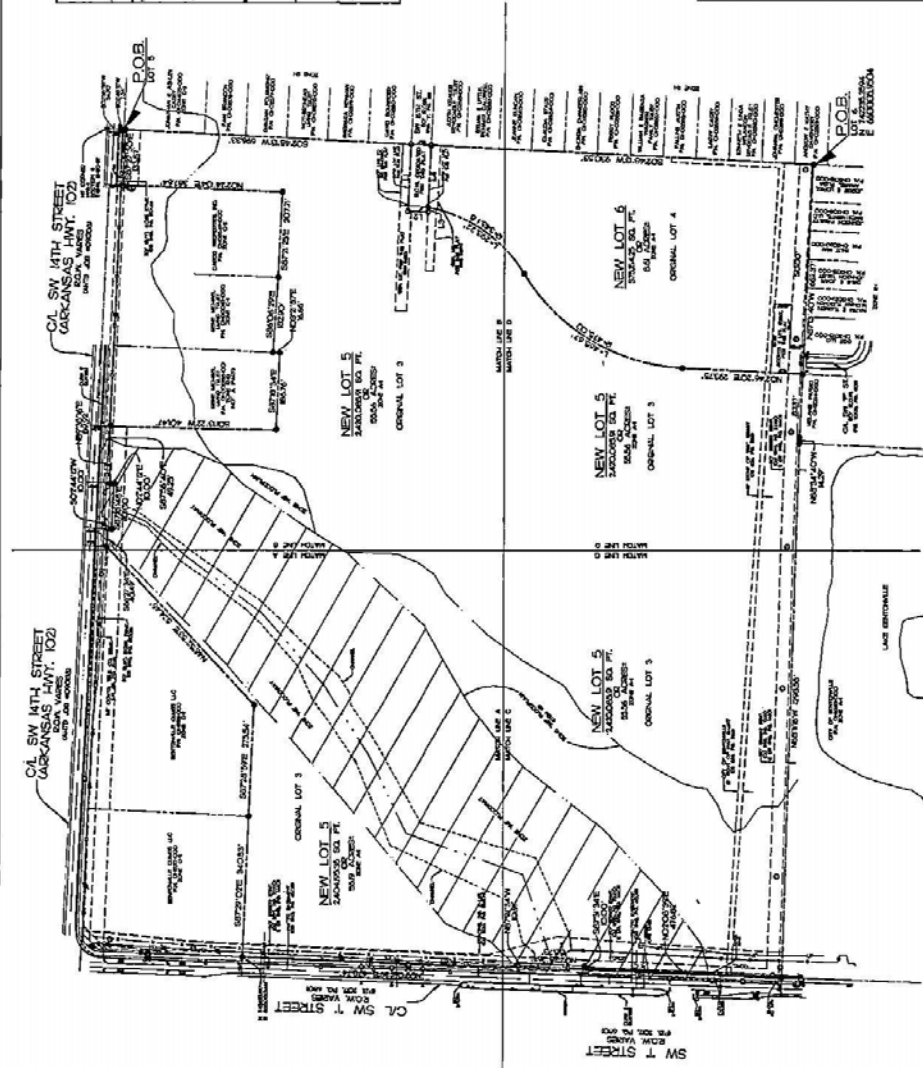
MAYOR

CITY CLERK



LOTS 5, 6, & 7

NORTHWEST PRAIRIE ADDITION



NOTICE TO THE PUBLIC
THIS MAP WAS PREPARED BY
CASTER & ASSOCIATES, INC.
A PROFESSIONAL LAND SURVEYOR
BENTONVILLE, ARKANSAS
DATE: 11/1/2008



NTS.
BENTONVILLE PROJECT #15-20-0025

CASTER & ASSOCIATES
LAND SURVEYING, INC.
775 SE T Street, Suite 5
Bentonville, AR 72712
Telephone: 479-265-4464



LOT SPLIT OF
LOTS 3 AND 4
CREATING LOTS 5 AND 6
NORTHWEST PRAIRIE ADDITION
BENTONVILLE, BENTON COUNTY,
ARKANSAS

DATE: 11/1/2008
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 40.00'

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 5-6 OF NORTHWEST
PRAIRIE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS20-0026).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 5-6 of Northwest Prairie Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 16, 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 Lots 5-6 of Northwest Prairie Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

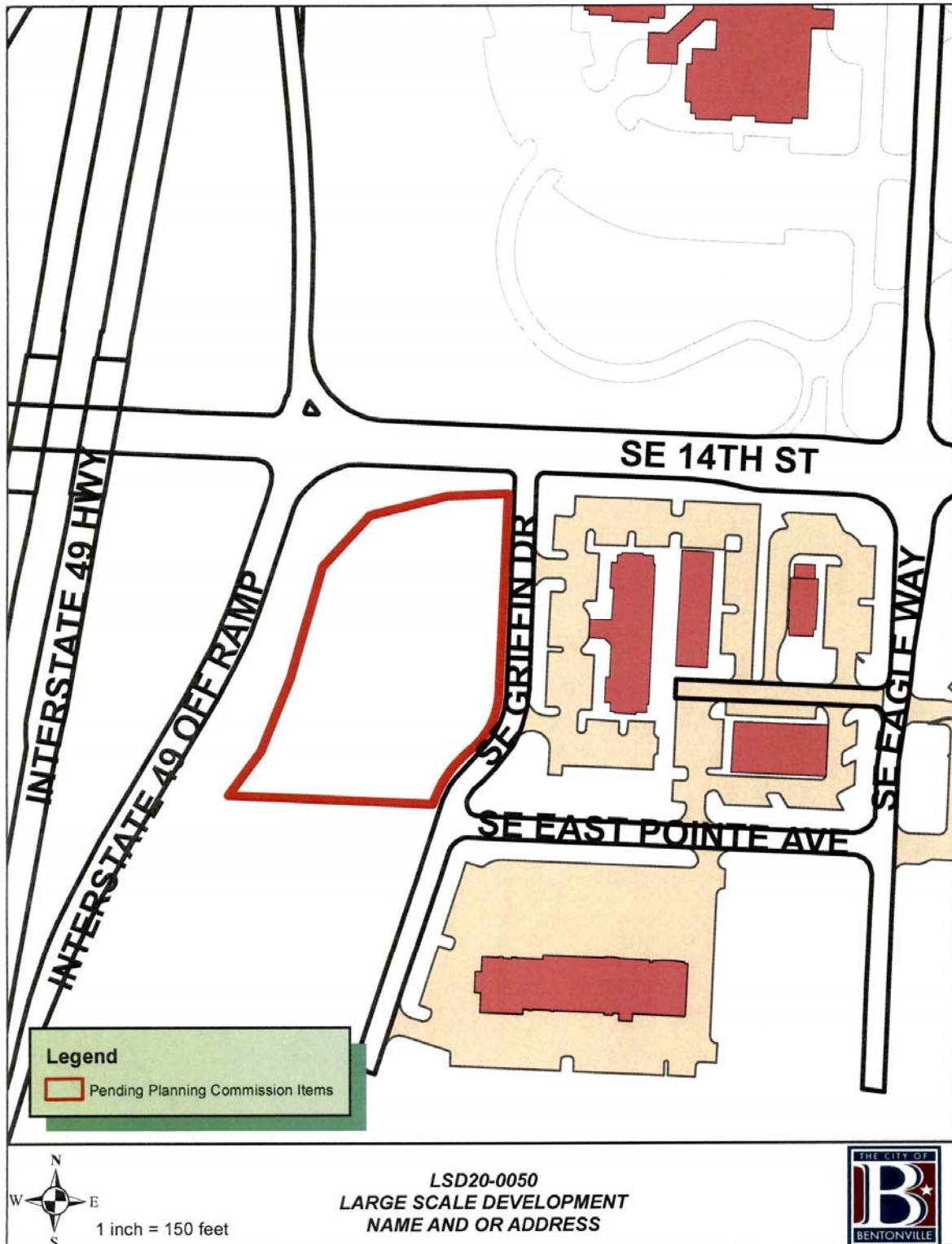
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 9
OF GRIFFIN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA20-0026).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 9 of Griffin Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 16, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 9 of Griffin Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 9,
BLOCK 1 OF SCOGGAN SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0031).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 9, Block 1 of Scoggan Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 16, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 9, Block 1 of Scoggan 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by: Ellen Norvell

Department: Planning

Phone: 271-5993

ACTION REQUIRED:

Appeal to a planning commission decision for a rezoning request by Brannon, Esslinger, & Crystal Creek Realty, LLC of property located at 306 SE 2nd Street and 301, 303, and 305 SE Henry Street. A rezoning request from R-1, Single-Family Residential to DN-3, Downtown High-Density Residential. The Planning Commission voted to deny the request from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential by a vote of 5-1.

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



June 3, 2020

City of Bentonville City Council
117 W. Central Ave.
Bentonville, AR 72712

**APPEAL OF PLANNING COMMISSION DENIAL FOR
BRANNON, ESSLINGER & CRYSTAL CREEK REALTY LLC
REQUEST FOR REZONING FROM R-1 TO DN-3
PARCEL NOS: 01-03852-000, 01-03853-000, 01-03854-000, and 01-03856-000
BENTONVILLE, ARKANSAS**

To Bentonville City Council,

My name is Cindy Esslinger and I am the applicant and a property owner representing the Brannon, Esslinger & Crystal Creek Realty LLC appeal. I respectfully request this appeal be heard in the decision of the City Planning Commission's vote at the May 5, 2020 meeting regarding a request for our properties to be rezoned from R-1 Single-Family Residential to DN-3 High-Density Residential (Attachment 1 – Rezoning Application Narrative). The board voted 5-1 against rezoning, with one member absent. As individual property owners, our rezoning request is aimed toward future development, with no sales pending.

Our properties are contiguous lots located mid-block at 306 SE 2nd St. and 301, 303 & 305 SE Henry St. and are located near SE B St. (Attachment 2). Areas of commercial and high-density zoning demonstrate the growth and increased density that's occurring all around our properties within the 200' radius (and beyond), illustrated on the Public Zoning Map (Attachment 3). More specifically, Attachment 3 shows our properties are located between the approved Park Central multi-family (M/F) and commercial LSD (zoned D-C) immediately north, the approved City-U mixed-use LSD (zoned PRD) to the south, recently approved Haxton District mixed-use development (zoned D-E) to the west and the Parkwood Apartments (zoned R-3) to the east.

On the City's Future Land Use Map, our properties lie within an area that's predominantly HD-R, and is adjacent to more-dense categories DT and PSP (Attachment 4). However, properties within our 200' radius have been rezoned to more dense development than was indicated on the Future Land Use Map. Examples are 206-250 SE B St. planned HD-R and 205-209 SE 3rd St. planned MD-R have all been rezoned to D-E (hatched area on Attachment 4).

The City Planning Staff indicate their support for the rezoning in their Staff Report (Attachment 5) stating, "Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts". In addition, the Staff Report's analysis states, "The site's compatibility with the Future Land Use Plan and the proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential".

There were no objections expressed at two Planning Commission Technical Review Sessions (tabled once due to covid-19 virus outbreak) by Planning Commissioners. Planning Staff made clear at all meetings that our properties are all mid-block lots and therefore, townhouses are the maximum development type allowed.

The May 5th meeting was only the second Zoom Planning Commission meeting. There were significant audio problems experienced by those attending. Following receipt of the meeting audio recording, we found out we did not hear pertinent points and information during our rezoning. However, our lack of hearing is but one important part of our appeal. Also during the meeting, the Planning Commissioners listened to neighbors' concerns which largely focused on perceived future increases in density, traffic and potential loss of on-street parking, and loss of privacy with any future development of the area. A common theme in neighborhood opposition, both written and voiced in person, was their strong objection to the recently approved Park Central Development citing the significant increases in density and parking from the previously approved Dream on 2nd LSD. The Park Central Development, on the same agenda as our request, received approval.

Because Large Scale Developments are not required to receive public comment, we believe our rezoning is receiving the brunt of the public frustration and opposition to Park Central. Please don't allow public outcry directed toward one major development be impactful to individual owners seeking to rezone. Commissioner discussion also included questions about the maximum height differences (on Henry St.) between DN-2 (36') and DN-3 (40'). It should be noted that R-1 maximum height is also 36'. During the May 5th meeting, Commissioners voiced their support for DN-3 for 306 SE 2nd St.

Planning Staff have affirmed their continued support for our rezoning request from R-1 to DN-3 for our properties in conversations since the May 5th meeting.

Our properties are located precisely in the area designated High-Density Residential in the City's comprehensive Community Plan (Plan). The Plan anticipated and intended transition zones of higher residential density to exist between lower density residential areas and D-E and D-C zoning areas. "The intent of the Downtown High-Density Residential neighborhood area is to allow for an increased neighborhood density primarily through the development of small-lot single-family and townhouses. These mixed residential areas tend to be adjacent to downtown commercial uses and serve as a transition between single-family residential to areas of higher density, a wider range of housing types, and areas of commercial/mixed-use development and activity" (The Plan DN-3 (Character Subarea 5), Pg. 142). Our rezoning request fits solidly within the intent and spirit of the Plan.

In conclusion, we believe the public health, safety, welfare and morals would be better served if the Planning Commission's vote were reversed allowing the rezoning request for our properties because:

- Growth and increased density is occurring all around our properties and is evident by the existing commercial and high-density zoning of adjacent D-C (Park Central), and very proximal D-E (Haxton District), R-3 (Parkwood) and the PRD (City U) (Attachment 3).
- The Future Land Use Map (Attachment 4) demonstrates our properties are predominately surrounded by HD-R and are adjacent to DT and very proximal to PSP.
- The City has approved more dense development than indicated on the Future Land Use Map very close to our properties along SE B St and SE 3rd St. (hatched area of Attachment 4)
- The Planning Staff continue to support rezoning our properties to DN-3 since the May 5 PC meeting.
- The mid-block locations of our properties limit the density of any future development to a maximum of townhouses.
- Rezoning our properties to DN-3 accomplishes the City's Plan, Character Subarea 5, DN-3 density (Attachment 6, pg. 135 & 142) plus HD-R is compatible with the City's Future Land Use Plan for the transition from residential to DT, (D-C and D-E zoning areas).

We appreciate your consideration in this matter, and if you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

A black rectangular redaction box covering the signature of Cindy K. Esslinger.

Cindy K. Esslinger
Applicant/Owner
(479)-855-0301
bradesslinger@yahoo.com
Brannon, Esslinger & Crystal Creek Realty LLC Rezone

ATTACHMENTS

Attachment 1 - Rezoning Application Narrative
Attachment 2 - Vicinity Map
Attachment 3 - City Zoning Map
Attachment 4 - Future Land Use Map
Attachment 5 - City Planning Staff Report for Rezoning Request
Attachment 6 - Downtown Neighborhood Character Areas Map

REZONING APPLICATION NARRATIVE

Please accept this rezone request for 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total, currently R-1, Single-Family Residential to proposed DN-3, Downtown High-Density Residential.

Explanation: As owners, Esslinger Trust (306 SE 2nd), Brannon (301 SE Henry), Crystal Creek Realty LLC/Willis (303 SE Henry), and Brannon (305 SE Henry), we request the rezone for future development, with no sales pending.

Reason: For future development. In accordance with the City's 2018 Community Plan, these properties conform to DN-3, Downtown High-Density Residential and to the Land Use Designation HD-R, High-Density Residential.

How it Relates: DN-3, Downtown High-Density Residential, recently approved multi-family to the West and proposed multi-family to the North. In addition, surrounding properties within a 200' radius of the proposed rezone are currently zoned R-1, Single-family Residential, R-3, Medium-Density Residential, DE, Downtown Edge, DC, Downtown Commercial, and PRD, Planned Residential Development. Land Use Designation is predominantly H-DR, High-Density Residential, followed by DT-C, Downtown Commercial, and two M-DR, Medium-Density Residential within the same 200' radius.

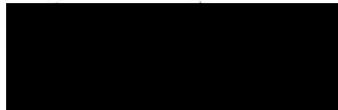
Use: To be addressed in development

Traffic: To be addressed in development

Signage: None required at this time

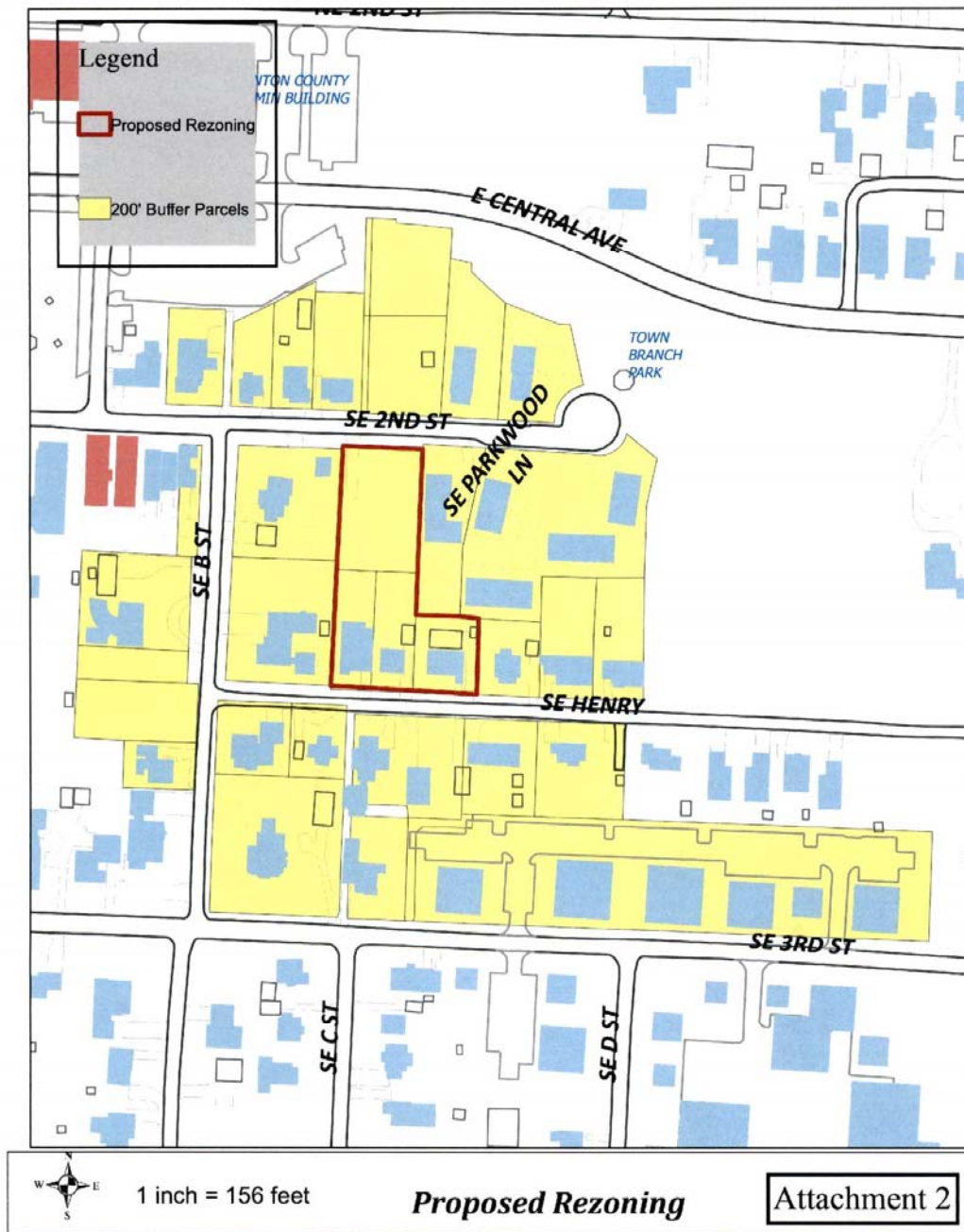
Appearance: None required at this time

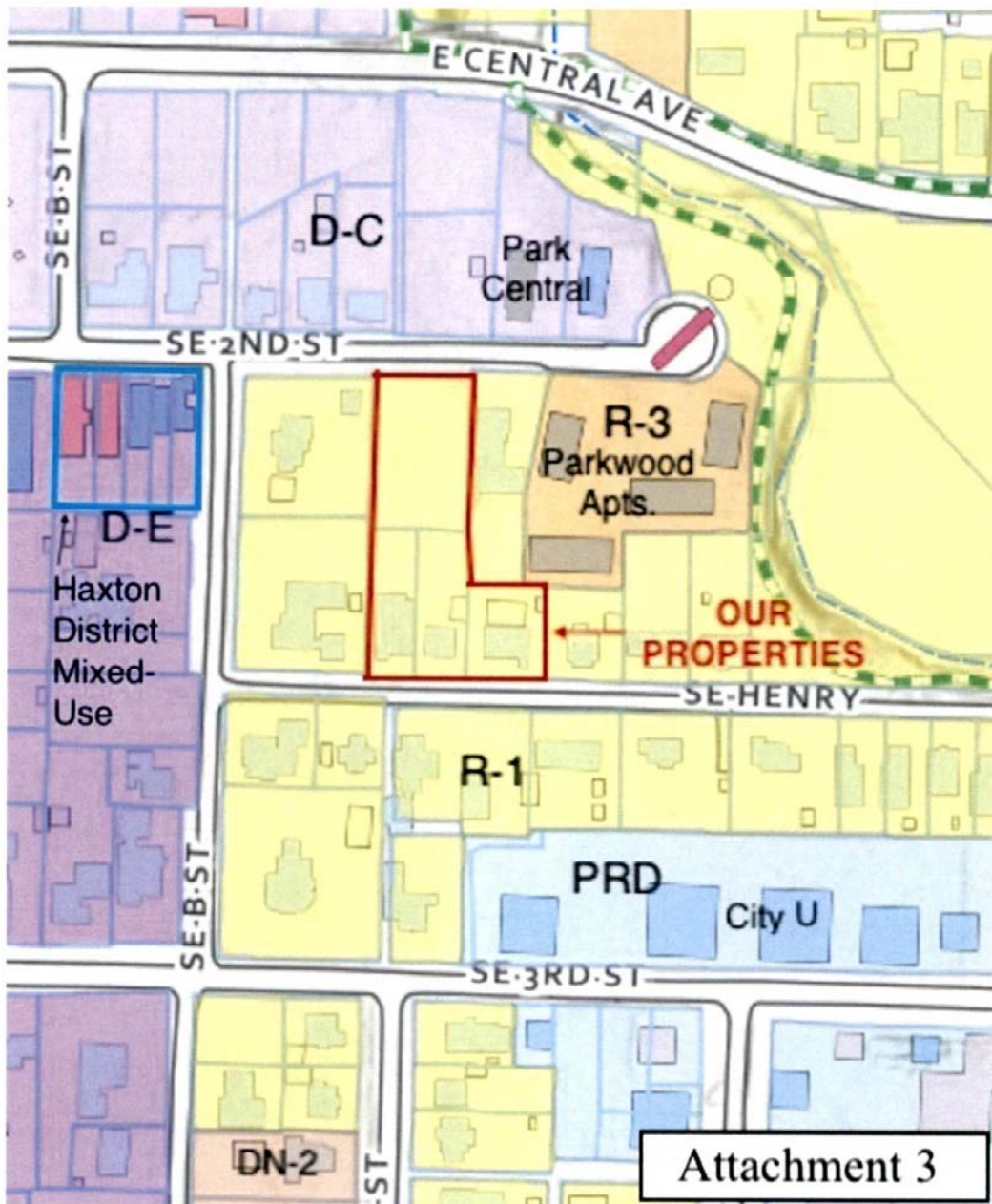
Availability of water and sewer: All sites currently have water and sewer available.

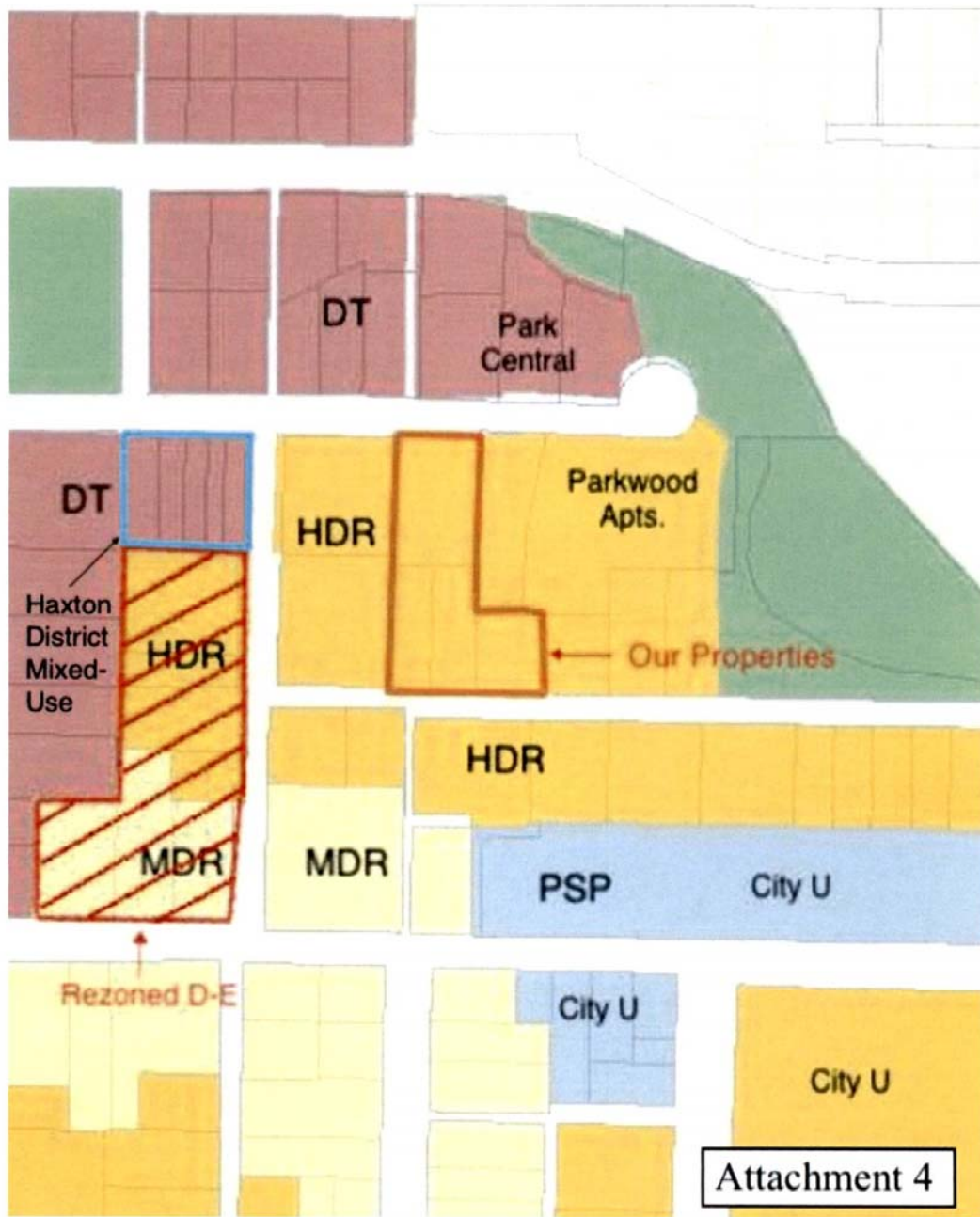


Applicant/Owner

Attachment 1







REZONING STAFF REPORT



Brannon, Esslinger & Crystal Creek Realty, LLC

306 SE 2nd Street & 301,303, & 305 SE Henry

PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0011
Applicant / Current Owner	Brannon, 301 & 305 SE Henry Bentonville AR, 72712 Cindy Esslinger 50 Llanon Dr. Bella Vista AR, 72714 Crystal Creek Realty, LLC 10203 Sears Rd. Bentonville, AR 72713
Site Area	+/- 1.03 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

These properties are situated between SE 2nd Street and SE Henry. All properties are currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the east, west, and south, R-3 Medium-Density, to the east, and DC, Downtown Core, to the north.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas usually include higher density residential uses and may include amenities for residents such as parks, community centers, and resident-oriented commercial uses. While the DN-3 district allows for apartments and similar high density uses, the mid-block location of these properties would limit the densest development feasible to townhomes. Townhomes are differentiated from multi-family developments in that the units must be split onto separate lots for ownership after construction.

Public Comment

Staff has received public comments regarding this request.

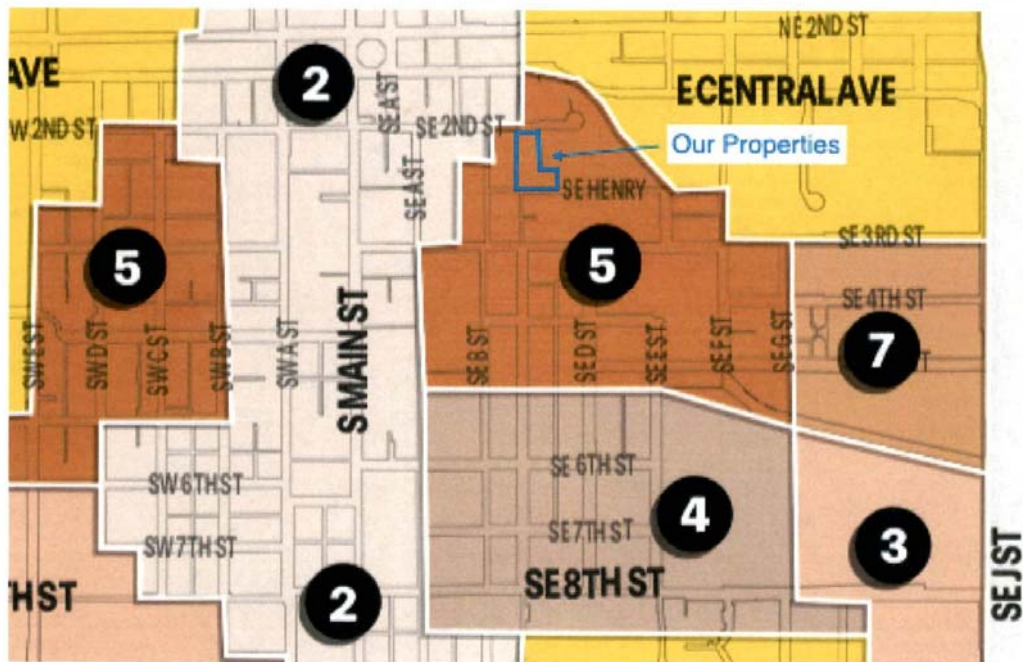
Analysis

The site's compatibility with the Future Land Use Plan and proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential. According to the applicant's narrative, the intent of the proposed rezoning is to allow for future flexibility in redevelopment. Potential future uses could include single-family, duplex or townhome developments.

Conclusion

Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts.

Attachment 5



Downtown Neighborhood Character Areas

- 1 Residential Preservation Areas
- 2 Downtown Core and Gateway Corridors
- 3 Corridor Commercial Areas
- 4 Southeast Downtown Plan Area
- 5 High Density Residential Area
- 6 Secondary Residential Density Area
- 7 Transitional Residential Area

Note: Information from page 135 of the City of Bentonville Community Plan

Attachment 6

REZONING STAFF REPORT



Brannon, Esslinger & Crystal Creek Realty, LLC

306 SE 2nd Street & 301,303, & 305 SE Henry

PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0011
Applicant / Current Owner	Brannon, 301 & 305 SE Henry Bentonville AR, 72712 Cindy Esslinger 50 Llanon Dr. Bella Vista AR, 72714 Crystal Creek Realty, LLC 10203 Sears Rd. Bentonville, AR 72713
Site Area	+/- 1.03 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

These properties are situated between SE 2nd Street and SE Henry. All properties are currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the east, west, and south, R-3 Medium-Density, to the east, and DC, Downtown Core, to the north.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas usually include higher density residential uses and may include amenities for residents such as parks, community centers, and resident-oriented commercial uses. While the DN-3 district allows for apartments and similar high density uses, the mid-block location of these properties would limit the densest development feasible to townhomes. Townhomes are differentiated from multi-family developments in that the units must be split onto separate lots for ownership after construction.

Public Comment

Staff has received public comments regarding this request.

Analysis

The site's compatibility with the Future Land Use Plan and proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential. According to the applicant's narrative, the intent of the proposed rezoning is to allow for future flexibility in redevelopment. Potential future uses could include single-family, duplex or townhome developments.

Conclusion

Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts.

REZONING APPLICATION NARRATIVE

Please accept this rezone request for 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total, currently R-1, Single-Family Residential to proposed DN-3, Downtown High-Density Residential.

Explanation: As owners, Esslinger Trust (306 SE 2nd), Brannon (301 SE Henry), Crystal Creek Realty LLC/Willis (303 SE Henry), and Brannon (305 SE Henry), we request the rezone for future development, with no sales pending.

Reason: For future development. In accordance with the City's 2018 Community Plan, these properties conform to DN-3, Downtown High-Density Residential and to the Land Use Designation HD-R, High-Density Residential.

How it Relates: DN-3, Downtown High-Density Residential, recently approved multi-family to the West and proposed multi-family to the North. In addition, surrounding properties within a 200' radius of the proposed rezone are currently zoned R-1, Single-family Residential, R-3, Medium-Density Residential, DE, Downtown Edge, DC, Downtown Commercial, and PRD, Planned Residential Development. Land Use Designation is predominantly H-DR, High-Density Residential, followed by DT-C, Downtown Commercial, and two M-DR, Medium-Density Residential within the same 200' radius.

Use: To be addressed in development

Traffic: To be addressed in development

Signage: None required at this time

Appearance: None required at this time

Availability of water and sewer: All sites currently have water and sewer available.

Alison Worley

From: [REDACTED]
Sent: Monday, April 06, 2020 9:21 PM
To: Planning
Subject: April 7 Planning Commission meeting item
Attachments: 07 APR 2020 Galen.pdf; SE B and 2nd.jpg

Hello,

Attached is our objection to the rezoning at 306 SE 2nd St., 301, 303 and 305 Henry St. I am also attaching a photo of the street on a recent weekday to document the current lack of parking.

As mentioned in our objection, this property would be better served as DN-2, Downtown Medium-Density.

Thanks for your consideration.



NOTICE OF INTENT TO REZONE

Esslinger Trust, Brannon, Crystal Creek Realty LLC, Millis, and Brannon has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Single-family Residential to DN-3, Downtown High-density Residential.

The legal description of the property is as follows:

SEE ATTACHED (back of vicinity map)

The common description of the property is: 306 SE 2nd St., 301, 303, and 305 Henry St.

Proposed land use: Future development

The public hearing

will be held APRIL, 7 2020 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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:

- The property is located between two very narrow streets (SE 2nd and SE Henry). Increasing the traffic on these streets would be detrimental.
 - SE Henry has some sections in which two cars cannot currently pass each other safely.
 - SE 2nd ends in a cul-de-sac, with a senior citizen community
- Existing parking is abominable and adding multi-family housing would only exacerbate that problem. See attached photo of a recent weekday on SE 2nd Street. We are regularly unable to park in front of our own home.
- Surrounding lots are all single-family homes, making DN-3 high-density out of character with the existing neighborhood
- If the future plans are truly for townhomes as the densest residential use, then DN-2 Medium-density residential would be more appropriate

Steven Galen

Susan Galen



Alison Worley

From: patsy rakes [REDACTED] >
Sent: Tuesday, April 07, 2020 3:01 PM
To: Planning
Subject: rezoning across from [REDACTED]

86

Dear sir

Sent from [Mail](#) for Windows 10

I would like to express my concerns about the rezoning on henry street , proposed land use for future development of property at 306 s 2nd st, 301,303, and 305 henry st, I own and reside at [REDACTED] which is directly across from the 3 lots being considered for downtown high density residential. I believe I own the most property adjoining the proposed lots – I too own 3 lots and object to the rezoning for a number of reasons. The street on se henry is not adequate for high traffic, not adequate for on street parking. This is a very nice single family residential area and very well kept up by owner residents. I was born on henry st over 86 years ago and hope to remain here and enjoy this current neighborhood for the remainder of my live, signature patsy ruth brewer rakes

Alison Worley

From: Rob Sanders [REDACTED]
Sent: Tuesday, April 07, 2020 4:49 PM
To: Planning
Subject: Rezoning 305 SE Heny

I sent a letter

In case you didn't receive it:

I am opposed to the rezoning

My property is adjacent
[REDACTED]

I am concerned about water drainage which is already a problem on that street. All the water west of my house already drains into my yard and down my driveway and floods my garage. A new structure is probably going to make that worse.

I am concerned about privacy with multi level structure next to my house.

I am concerned about property values going down

I am concerned about traffic on that narrow street

Robert Sanders

Sent from my iPhone

April 7, 2020

To the Bentonville Planning Commission

RE: Zoning Application #RZ20-0011, Brannon, Esslinger, & Crystal Creek Realty, LLC, R-1 to DN-3.

My name is Robert Stoker. My wife and children and I live at [REDACTED] immediately abutting the the western boundary of the Esslinger parcel.

As you know, the Esslinger's together with their adjacent property owners to the south of their property are seeking to change their zoning designation from R-1 to DN-3.

We are opposed to this zoning request on the following grounds:

Our home, which was built in 1890, is listed on the National register of Historic Homes and may be negatively impacted by the up-zoning of the Esslinger, Brannon and Crystal Creek properties to a higher density use. Our home was built by a civil war veteran who was a one time treasurer of Benton County, an early merchant of Bentonville who owned several mercantile stores and who, with his business partners, was instrumental in bringing the first railroad into Bentonville, which in significant part contributed to Bentonville's early growth and establishment as an economic and governmental center in the area. The historical exterior architectural features of our home remain intact and unchanged from their initial construction. This property is quickly becoming one of a very few original pre 1910 homes remaining in Bentonville. It is now at threat to become overshadowed and forgotten amongst Bentonville's advance toward the future.

At this time, all homes to the south, east and north of ours are single family homes. Establishing DN-3 zoning will create a "hop-scotch" zoning environment in the vicinity of our home with a mix of R-1 and higher density zones.

We are not opposed to this change for the sake of fighting change. We fully appreciate many of the wonderful changes and developments that have led to a vibrant Bentonville that we all love. However, we are opposed to such continued densification in the vicinity of our home without a clear strategy and vision which specifically addresses and targets the protection of historic neighborhoods and the remaining iconic and culturally important historic homes that are disappearing from the downtown Bentonville landscapes. These homes, including ours, have been a foundational part of Bentonville that in great part are on their own responsible for so much of the interest by many to live in the downtown area. This foundation of historical homes and their immediately surrounding neighborhoods should continue to provide inspiration for a future Bentonville which protects, values, and highlights such important structures, features and neighborhoods.

Historically, across many municipalities around the country that have either pursued or allowed this type of spot or hop-scotch zoning have seen mixed results even with the best intentions. Many times terrible consequences have played out over time as in many cases historic R-1 zoned properties and their neighborhoods have experienced declining values and even blight as they have been surrounded by or infiltrated by higher density, less compatible uses. Too often, this has resulted in the loss of such important historic structures over time as they have been slowly demolished to make way for more "inspired" uses.

We believe the properties immediately to our east and south should be maintained as an important and historic neighborhood of predominantly R-1 zoned properties.

We currently enjoy our property and it's quiet privacy afforded by the R-1 zoning on ours and the surrounding properties to the east and south. We have already been negatively impacted by the higher densities now built up to our west.

The buildings to our west quite literally have blocked our view to the west, our yard is repeatedly infringed upon by inconsiderate drivers parking on our landscaping, bumping into our fence, knocking over a tree.

The high density development on our west has also created a very significant and serious drainage problem resulting from the design and installation of new curb and gutter on the west side of SE B street. That design, in violation of Bentonville development code, has redirected drainage from the west side of SE B street directly across the street and into our yard, changing the pre-existing and established drainage patterns and resulting in repeated flooding of our yard including flooding up against the foundation of our home which never happened prior to the townhome and office development to our west. The City engineering department is aware of this matter.

Further, we now have 24 hour security lighting on the new commercial buildings to our west which shines into our west facing windows all night long. Parking along SE B street forces vehicles to drive upon our lawn regularly and accidents have even occurred at our intersection due to increased traffic and inadequate road infrastructure and road widths which were not addressed by or through the construction to our west.

We are now concerned that new multilevel homes will be built up to 40' tall just across our fence on our east boundary as well and which will look right down into our backyard and home. Literally allowing people to look into our home and lives. This is a literal impact on our privacy.

Finally, there are significant and existing drainage patterns in the area that may be affected by high density development to our east. We need to be assured that development on the Esslinger property will not further adversely impact our property as have the developments which have thus far been built to our west.

Primarily because of the above stated risk of devaluation of our property value, but also due to these additional concerns, we are opposed to this rezoning request.

NOTICE OF INTENT TO REZONE

Esslinger Trust, Brannon, Crystal Creek Realty LLC/Wills, and Brannon

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

R-1, Single-family Residential



to

DN-3, Downtown High-density Residential



The legal description of the property is as follows:

SEE ATTACHED (back of vicinity map)

The common description of the property is: **306 SE 2nd St., 301, 303, and 305 Henry St.**

Proposed land use: **Future development**

The public hearing will be held **APRIL, 7** 20**20** at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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:

Development at the subject locations has reached capacity without unreasonably interfering with the quiet use and enjoyment of single family residents by this spot zoning. The streets are not suitable for this increase in development

S

Katharine Maltz

Bentonville, AR 72712

Signature and Physical Address

4/1/2020

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

RE: Proposed rezoning 306 SE 2nd ST, 301, 303, 305 Henry St

We object to the rezoning to DN - 3

We live at [REDACTED] this property adjoins our home.

We object due to concerns about water drainage issues, privacy, property values and traffic.

I am very concerned about water drainage. We already have an issue with water drainage on that street. When we get one of our frequent deluges, the path of the water for everything west of my property drains into my yard (front and back), and then down my driveway. I had the city engineers out previously and followed their recommendations to try to improve this with limited success. It is unacceptable for new zoning to allow structures/grading, etc. that might increase the water drainage that ends up against the foundation of my house.

We are concerned about lack of privacy if multi-level buildings are built next door to our house. I don't want people on the 3rd floor sitting on decks overlooking my backyard.

I am concerned this will decrease my property value.

SE Henry Street is a narrow street and has a single vehicle bridge just east of the property in question. It is not designed to handle traffic. I drive this road every day of the week, and egress from the neighborhood to get to Central or J street is already very challenging. I am concerned for the safety of bikers and runners on our street and there are numerous daily. My grandchildren and other children bike on this street. Huge numbers of bikers and runners cross Henry at the aforementioned single vehicle bridge on the greenway.

We object to the rezoning

Robert and Michelle Sanders
[REDACTED]

Tyler Overstreet

From: Brian Wedekind [REDACTED]
Sent: Monday, May 4, 2020 2:50 PM
To: Planning
Subject: Zoning Application #RZ20-0011, Brannon, Esslinger, & Crystal Creek Realty, LLC, R-1 to DN-3.

To the Bentonville Planning Commission,

My name is Brian Wedekind. I own 308 SE 2nd st. I would like to voice my opposition to the rezoning of 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total. Zoning Application #RZ20-0011. My property borders 306 SE 2nd st. as well as 303 and 305 SE Henry. This rezoning puts my house and property at risk of being surrounded by high density housing. Neither SE 2nd st. nor SE Henry can support the traffic and parking that higher density will bring. Henry is a tiny street with lovely houses and a great quite vibe, adding higher density will destroy the neighborhood feeling. More traffic along SE Henry will also make the crossing of the greenway bike trail across SE Henry much more dangerous. I know the area is changing and SE 2nd st. is already going to become overrun with cars due to the development of the land between Central ave. and SE 2nd st., but allowing the high density to jump over to Henry as well is a mistake. Growth will continue, but I believe it can be done in a way to preserve the beauty and incredible living experience of this neighborhood without letting developers squeeze every last penny out of each sq/ft of land. Thank You.

- Brian Wedekind

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: RZ20-0011).

WHEREAS, Richard Brannon, Jay Dene Brannon, Joshua Todd Brannon, Brad & Cindy Esslinger, and Crystal Creek Realty, 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'S 8, 9, & THE WEST HALF OF THE SOUTH 108' OF LOT 10 BLOCK 16 RAILROAD ADDITION TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK "A" PAGE 38, 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 May 5, 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 denied and that said property not 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Ellen Norvell

Department

Planning

Phone

271-5993

ACTION REQUIRED:

Appointment of Eric Hipp to the Planning Commission effective July 1, 2020. Mr. Hipp has been a resident of Bentonville for 5 years and has been employed with the Bentonville school system for 7 years. This is a five-year term that expires on June 30, 2025.

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





June 18, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Eric Hipp to the City of Bentonville's Planning Commission.

I recommend Eric Hipp for appointment to the City of Bentonville's Planning Commission. Mr. Hipp's term will expire on July 1, 2025.


Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
6.8.20

APPLICANT INFORMATION

Name Eric Hipp

If married, spouse's name Jennifer Hipp

Home Address

City Bentonville

Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation School Principal

Employer Bentonville School

Length of Residency in Bentonville 5 years

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Michael Paladino

Phone

Email

Name Todd Matherly

Phone Todd Matherly

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|--|---|
| ☐ Advertising & Promotion Commissions | ☐ NACA Board |
| ☐ Airport Advisory Board | ☐ Ozark Regional Transit Authority (Bville representative) |
| ☐ Bentonville Facility Board | ☐ Parks & Recreation Advisory Board |
| ☐ Board of Adjustment | ☒ Planning Commission |
| ☐ Bentonville House Authority | ☐ Public Art Advisory Committee |
| ☐ Criminal Nuisance Abatement Board | ☐ Tree & Landscape Advisory Committee |
| ☐ Library Advisory Board | ☐ Utility Board |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I have my Masters Degree in Ed Leadership. I am the current Middle School Principal of the Year and a National Distinguished Principal. My strengths are communication and working with people and the policies which affect them. I would like to be considered for this position is my desire to be invested in my community for years to come. We have a wonderful community for our citizens both

2. Why would you like to be considered for appointment to this commission or board?

I have my Masters Degree in Ed Leadership. I am the current Middle School Principal of the Year and a National Distinguished Principal. My strengths are communication and working with people and the policies which affect them. I would like to be considered for this position is my desire to be invested in my community for years to come. We have a wonderful community for our citizens both

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112. If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

Planning Commission Application:

1. What are your qualifications for serving on this commission board, including education and expertise in the subject matter.

I have my Master's Degree in Educational Leadership. I am the current Middle School Principal of the year for Arkansas and a National Distinguished Principal. My strengths are communication and working with people and the policies which effects them. As an involved citizen and in my specific role, I have a unique perspective in how city planning effects people.

2. Why would you like to be considered for appointment to this commission or board.

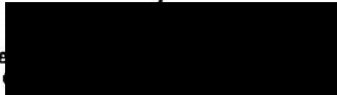
I currently serve our community as a middle school principal, but would like to position myself to serve beyond my current capacity. It is my desire to be a public servant for my entire life and would love to be a part of a group where I can contribute and provide perspective if needed. I am an invested citizen of this community on a personal and professional level and I wish to help positively shape the future of our town to not only be a place our citizens are proud of, but one that other cities will look to as successful model.

Restrictions on Appointees

By signing below, applicants confirm their awareness that persons appointed to offices of the city are bound by the following rules:

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).
2. It is unlawful to accept employment or engage in public or professional conduct that would require or induce you to disclose confidential city information. A.C.A. § 21-8-304(b).
3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).
4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).
5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:
 - a. Embezzlement of public money,
 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature



Date June 8, 2020



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Ellen Norvell

Department

Planning

Phone

271-5993

ACTION REQUIRED:

Appointment of Reginald Wright to the Planning Commission effective July 1, 2020. Mr. Wright has a degree in Architecture and has a broad knowledge of development and zoning regulations. This is a five-year term that expires on June 30, 2025.

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





June 18, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Reginald Wright to the City of Bentonville's Planning Commission.

I recommend Reginald Wright for appointment to the City of Bentonville's Planning Commission. Mr. Wright's term will expire on July 1, 2025.


Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
6-8-20

APPLICANT INFORMATION

Name Reginald Wright

If married, spouse's name Brandi Wright

Home Address

City Bentonville

Zip Code 72713

Home/Cell Phone

Business Phone

Email Address

Occupation Architecture/Construction

Employer RB Group, Inc.

Length of Residency in Bentonville 1yr -10months

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Clay Porter

Phone

Email

Name Brandon Swaboda

Phone

Email

Please select all commissions / boards for which you would like to be considered:

☐ Advertising & Promotion Commissions

☐ Airport Advisory Board

☐ Bentonville Facility Board

☐ Board of Adjustment

☐ Bentonville House Authority

☐ Criminal Nuisance Abatement Board

☐ Library Advisory Board

☐ NACA Board

☐ Ozark Regional Transit Authority (Bville representative)

☐ Parks & Recreation Advisory Board

☒ Planning Commission

☐ Public Art Advisory Committee

☐ Tree & Landscape Advisory Committee

☐ Utility Board

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Education: Bachelor of Architecture (UofA)

Certification: Construction Document Technologist.

I believe that my broad background of working in architecture, construction management, and construction would allow me the ability to see applications from all aspects of the building and zoning industry. As a new developer I have also gained familiarity w/ the zoning process.

2. Why would you like to be considered for appointment to this commission or board?
AS MY FAMILY AND I MOVED TO BENTONVILLE FROM LITTLE ROCK WE HAVE COME TO LOVE THE CITY AND ARE BEGINNING EFFORTS TO BECOME INVOLVED AS RESIDENTS. AS I SEEK A CITY COMMISSION TO SERVE ON, THE PLANNING COMMISSION APPEARS TO BE A GOOD FIT CONSIDERING MY PROFESSIONAL BACKGROUND.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112. If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

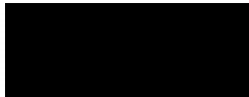
1 | Page

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3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).
4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).
5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:
 - a. Embezzlement of public money,
 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature:



Date **June 08, 2020**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by: Shelli Kerr

Department: Planning Services

Phone: 271-6822

ACTION REQUIRED:

Appointment of Tom Hoehn to a new position 7 on the Public Art Advisory Committee (PAAC). Mr. Hoehn served on the PAAC between 2013 and 2017 and assisted in establishing the process for requesting proposals, participated in public engagement events, and created the Public Art Developer Kit. He has also served on Bentonville City Council. This position is a three-year term that begins on 07/01/2020 and expires on 06/30/2023.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





June 18, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Tom Hoehn to the City of Bentonville's Public Art Advisory Committee.

I recommend Tom Hoehn for appointment to the new position 7 of the City of Bentonville's Public Art Advisory Committee. Mr. Hoehn's term will run from June 1, 2020 to June 30, 2023.


Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name *THOMAS J. HOEHN*

If married, spouse's name *PAULA STEINMEYER*

Home

City

Home

Busin

Email

Occupation *DIGITAL MARKETER*

Employer *NA*

Length of Residency in Bentonville *8 YEARS*

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

☐ Advertising & Promotion Commissions

☐ Airport Advisory Board

☐ Bentonville Facility Board

☐ Board of Adjustment

☐ Bentonville House Authority

☐ Criminal Nuisance Abatement Board

☐ Library Advisory Board

☐ NACA Board

☐ Ozark Regional Transit Authority (Bville representative)

☐ Parks & Recreation Advisory Board

☐ Planning Commission

☒ Public Art Advisory Committee

☐ Tree & Landscape Advisory Committee

☐ Utility Board

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I WAS AN ACTIVE MEMBER OF THE PAAC IN ITS EARLY DAYS AND HELPED ESTABLISH THE PROCESS FOR RFP'S, ART WORK SUBMISSION REVIEWS, AND CREATED THE "PUBLIC ARTS DEVELOPER'S KIT," STILL IN USE TODAY. ATTACHED PLEASE FIND A ONE-PAGER OUTLINING EXPERIENCE AND QUALIFICATIONS RELATED TO COMMUNITY ENGAGEMENT AND THE ARTS.

2. Why would you like to be considered for appointment to this commission or board?

I HAVE BEEN AN ACTIVE CONTRIBUTOR TO THE VIBRANCY AND GROWTH OF BENTONVILLE. PREVIOUSLY SERVING ON THE CITY COUNCIL, REEL. COMMON FOUNDATION BOARD, AND THE PAAC. I HAVE ALSO CREATED CONTENT EXPERIENCES SHOWCASING DIVERSITY AND INCLUSION FOR EACH OF THE FIVE BENTONVILLE FILM FESTIVALS. I WOULD BE HONORED TO SERVE ON THE PAAC TO HELP

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112. If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. *1 Page*
NURTURE PUBLIC ART IN OUR COMMUNITY!

Thomas Hoehn - 7 Points: Creativity and Public Engagement

1 Creativity

- Digital marketing/Internet pioneer, since 1995
- Team member - first website placed in Smithsonian National Museum of American History - *24 Hours in Cyberspace*
- Creative agency management (Ogilvy, RG/A, Saatchi)
- Painter (watercolor, pen & ink) and Photographer – personal exhibitions in NY and AR



2 Innovation/Leadership

- Patent for unique way to display images on web/mobile
- Social media global brand usage, engagement strategies
- Work with start-ups, new acquisition partners, bizdev
- Industry speaker/lecturer at several colleges including graduate level at Cornell and Syracuse University



3 Local Service

- Former Bentonville City Council Member
- Served on Bentonville Public Arts Advisory Committee
- Peel-Compton Foundation Board Member/Advisory



4 Photographic

- A leader at Eastman Kodak
- Worked with numerous photographers - Howard Bingham (Muhammad Ali fame), Rick Smolan (Nat Geo, *Day in a Life* series), Jodi Cobb (Nat Geo - *Geisha*), Steve McCurry (Nat Geo, *Afghan Girl*), and many more.
- Former board member George Eastman International Museum of Film and Photography



5 Chautauqua Institution

- 28 years of attendance/participation
- Conducted *Photography Week* programming featuring 3 Nat Geo photographers, Astrophysicist Margaret Geller and US Poet Laureate Billy Collins, and digital camera inventor Steve Sasson



6 Bentonville Film Festival

- "Legacy" Programming highlighting barrier breaking women and diverse voices in film that included:
- Exhibitions at Crystal Bridges (*Reel Women, and Pioneers of African American Cinema*). Also, Early Female Filmmakers – films sourced from Library of Congress, U of A partnership
- Silent film digitization and screening with live accompaniment



7 World-class event digital activation

- 5 Olympic Games – Sydney, Salt Lake, Athens, Torino, and Beijing. Multiple trips and lived at each location to deliver.
- Disney – EPCOT after-show experience, *The What-If Labs*
- Oscars – Kodak (Red carpet) and Walmart (The Receipt)
- Sponsorship activation: NASCAR, American Society of Cinematographers, and various large concerts
- Campaign engagement with Rhianna, Pitbull, Trey Songz

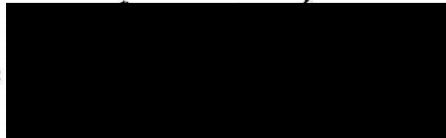


Restrictions on Appointees

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 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature:



Date

June 16, 2020



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

An ordinance for City Council approval to waive competitive bidding requirements in the amount of \$35,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>6/23/2020</u>		
Requested by:	<u>Hadi Dudley</u>		
Department:	<u>Library Director</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Professional Services for Technical/Data - ebook contract & purchases</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Overdrive, Inc.</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>35,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>35,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
When the Library closed in response to the COVID-19 pandemic mid-March, BPL purchased hundreds of new ebooks to improve virtual services for patrons. Due to the unusual circumstances and high demand for digital materials, the remaining year's Overdrive budget was expended this spring. A bid waiver in the amount of \$35,000 will allow librarians to continue purchasing ebooks for the remainder of the year. BPL and several consortium libraries already have access to a large collection of titles with Overdrive, a leading provider in the industry. Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Gladys Shoemake, Purchasing Manager; Camille Thompson, Staff Attorney; Jake Harper, Finance Director
SUBJECT: An Ordinance to Waive Competitive Bidding
DATE: June 11, 2020

Bentonville Public Library (BPL) seeks City Council approval to waive competitive bidding requirements in the amount of \$35,000 to Overdrive, Inc. for ebook purchases.

Outline of History with Overdrive

- In 2008, BPL agreed to participate with regional library peers in a consortium with Overdrive to purchase ebooks for our communities.
- Original participation form signed by Mayor Bob McCaslin on November 5, 2008 is still in effect.
- Arkansas Library2Go launched with five (5) participating libraries in April 2009.
- Throughout the years, many more libraries have joined the regional consortium, totaling nineteen (19) libraries today.
- State Library's "Library Development District I" (LDD1) membership is the basis for participation which includes public libraries throughout Northwest Arkansas and the Arkansas River Valley.
- It has been a successful partnership serving thousands of readers across our shared communities with more than 3.7 million downloads since 2009.
- Bentonville Public Library circulations total over 428,000 and BPL patrons comprise the second most users and second highest readership in the entire consortium.
- The consortium collection size is over 76,800 items and valued at more than \$2.2 million.

Bid Waiver Justification

- When BPL closed in response to the COVID-19 pandemic mid-March, librarians purchased hundreds of new ebooks to improve our virtual services for patrons.
- Due to the unusual circumstances and high demand for digital materials, I approved expending the remaining year's Overdrive budget while we were closed.
- BPL has expended \$18,093 with Overdrive for contract costs and ebook content to-date.
- A bid waiver in the amount of \$35,000 will allow librarians to continue purchasing ebooks for the remainder of the year.
- The Library's existing O&M budget can absorb the additional cost of \$16,907 by reallocating funds from software and book budgets. A formal budget adjustment is not necessary.
- While other ebook vendors exist, BPL and the consortium libraries already have access to a large collection of titles with Overdrive, a leading provider in the industry.
- Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.
Hadi S. Dudley, Library Director
Bentonville Public Library

Schedule "C"
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.
2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): <http://nces.ed.gov/surveys/libraries/librarysearch/>

Annual Fees for 2008 - 2012

			Please check one:
Tier 1	Legal Service Area Population up to 25,000	\$3,000 per year	<u> </u>
Tier 2	Legal Service Area Population of 25,001 – 55,000	\$6,000 per year	<u> x </u>
Tier 3	Legal Service Area Population of 55,001 – 100,000	\$9,000 per year	<u> </u>

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.
4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.
5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars (\$1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.
6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.
7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Annual Fee.
8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature): 

Name (Print): Boz MacAslin

Title: Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)

Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley

Name: _____

Email: hdudley@bentonvillear.com

Email: _____

Address: 405 S. Main ST

Address: _____

Bentonville, AR 72712

ILS Change Contact(s)

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs

Name: _____

Email: dhobbs@bentonvillear.com

Email: _____

Collection Contact(s)

Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock

Name: Sue Ann Pikel

Email: hhays@bentonvillear.com

Email: spekel@bentonvillear.com

Promotional Materials Contact(s)

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock

Name: _____

Email: hhays@bentonvillear.com

Email: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE EBOOKS FOR BENTONVILLE PUBLIC LIBRARY FROM OVERDRIVE, INC. AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase ebooks for Bentonville Public Library from Overdrive, Inc. in an amount not to exceed \$35,000.00 as set forth in the attached Exhibit A.

Section 2: Because this purchase is related to additional expenditures made by Bentonville Public Library to digitally serve more patrons during the COVID-19 pandemic; and, because the library has multi-year consortia partnership with several regional libraries and its existing large collection of titles already accessible with Overdrive, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating an access and utility easement requested for Lot 119 & Lot 81 of Stone Meadow Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. (VAC20-0008)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING AN ACCESS AND UTILITY EASEMENT
LOCATED AT LOT 119 & LOT 81 OF STONE MEADOW SUBDIVISION TO THE
CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-
0008).**

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

BEING A PART OF LOT 119 & LOT 81 OF THE OF THE STONE MEADOW ADDITION FINAL PLAT, TO THE CITY OF BENTONVILLE, BENTON COUNTY, AR. AS SHOWN ON PLAT RECORD BOOK 2006 PAGES 954, 955, & 956 (08/09/2006) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 119 AND RUNNING THENCE N54°00'06"E 7.51' TO THE TRUE POINT OF BEGINNING; THENCE S32°56'49"W 7.51'; THENCE N54°00'06"W 77.94'; THENCE N35°59'54"E 15.0'; THENCE S54°00'06"W 77.14'; THENCE S32°56'49"W 7.51' TO THE POINT OF BEGINNING, CONTAINING 1163 SQ FT., MORE OR LESS.

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

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

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

BEING A PART OF LOT 119 & LOT 81 OF THE OF THE STONE MEADOW ADDITION FINAL PLAT, TO THE CITY OF BENTONVILLE, BENTON COUNTY, AR. AS SHOWN ON PLAT RECORD BOOK 2006 PAGES 954, 955, & 956 (08/09/2006) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 119 AND RUNNING THENCE N54°00'06"E 7.51' TO THE TRUE POINT OF BEGINNING; THENCE S32°56'49"W 7.51'; THENCE N54°00'06"W 77.94'; THENCE N35°59'54"E 15.0'; THENCE S54°00'06"W 77.14'; THENCE S32°56'49"W 7.51' TO THE POINT OF BEGINNING, CONTAINING 1163 SQ FT., MORE OR LESS.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 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	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating a Street Right-of-Way Easement and establishing a Utility Easement at Lot 22 of Railroad Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





ORDINANCE NO. _____

ORDINANCE VACATING STREET RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED AT LOT 22 OF THE RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC20-0009)

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

Commencing at the Northwest Corner of Lot twenty-two (22) of Railroad Addition to the City of Bentonville per Book 2010, Page 463 in the records of the Circuit Clerk, Benton County, Arkansas; thence South 87°46'23" East 5.00 feet along the south right of way of Henry Street to the point of beginning; thence leaving said south right of way North 01°57'05" East 20.00 feet to the north right of way line of Henry Street; thence along said north right of way South 87°46'23" East 122.59 feet; thence leaving said north right of way South 02°14'51" West 20.00 feet to the south right of way of Henry Street; thence North 87°46'23" West 122.49 feet along said right of way to the Point of Beginning, containing 2449.32 square feet or 0.056 acres.

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

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

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

Commencing at the Northwest Corner of Lot twenty-two (22) of Railroad Addition to the City of Bentonville per Book 2010, Page 463 in the records of the Circuit Clerk, Benton County, Arkansas; thence South 87°46'23" East 5.00 feet along the south right of way of Henry Street to the point of beginning; thence leaving said south right of way North 01°57'05" East 20.00 feet to the north right of way line of Henry Street; thence along said north right of way South 87°46'23" East 122.59 feet; thence leaving said north right of way South 02°14'51" West 20.00 feet to the south right of way of Henry Street;

thence North 87°46'23"West 122.49 feet along said right of way to the Point of Beginning, containing 2449.32 square feet or 0.056 acres.

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

Commencing at the Northwest Corner of Lot twenty-two (22) of Railroad Addition to the City of Bentonville per Book 2010, Page 463 in the records of the Circuit Clerk, Benton County, Arkansas; thence South 87°46'23" East 5.00 feet along the south right of way of Henry Street to the point of beginning: thence leaving said south right of way North 01°57'05" East 20.00 feet to the north right of way line of Henry Street; thence along said north right of way South 87°46'23" East 122.59 feet; thence leaving said north right of way South 02°14'51" West 20.00 feet to the south right of way of Henry Street; thence North 87°46'23"West 122.49 feet along said right of way to the Point of Beginning, containing 2449.32 square feet or 0.056 acres.

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

Section 4: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

696-0229

ACTION REQUIRED:

Resolution setting a public hearing for July 14, 2020 for a Utility Easement Vacation requested for Lots 23, 24 and 25 of Chardonay Subdivision (VAC20-0010).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

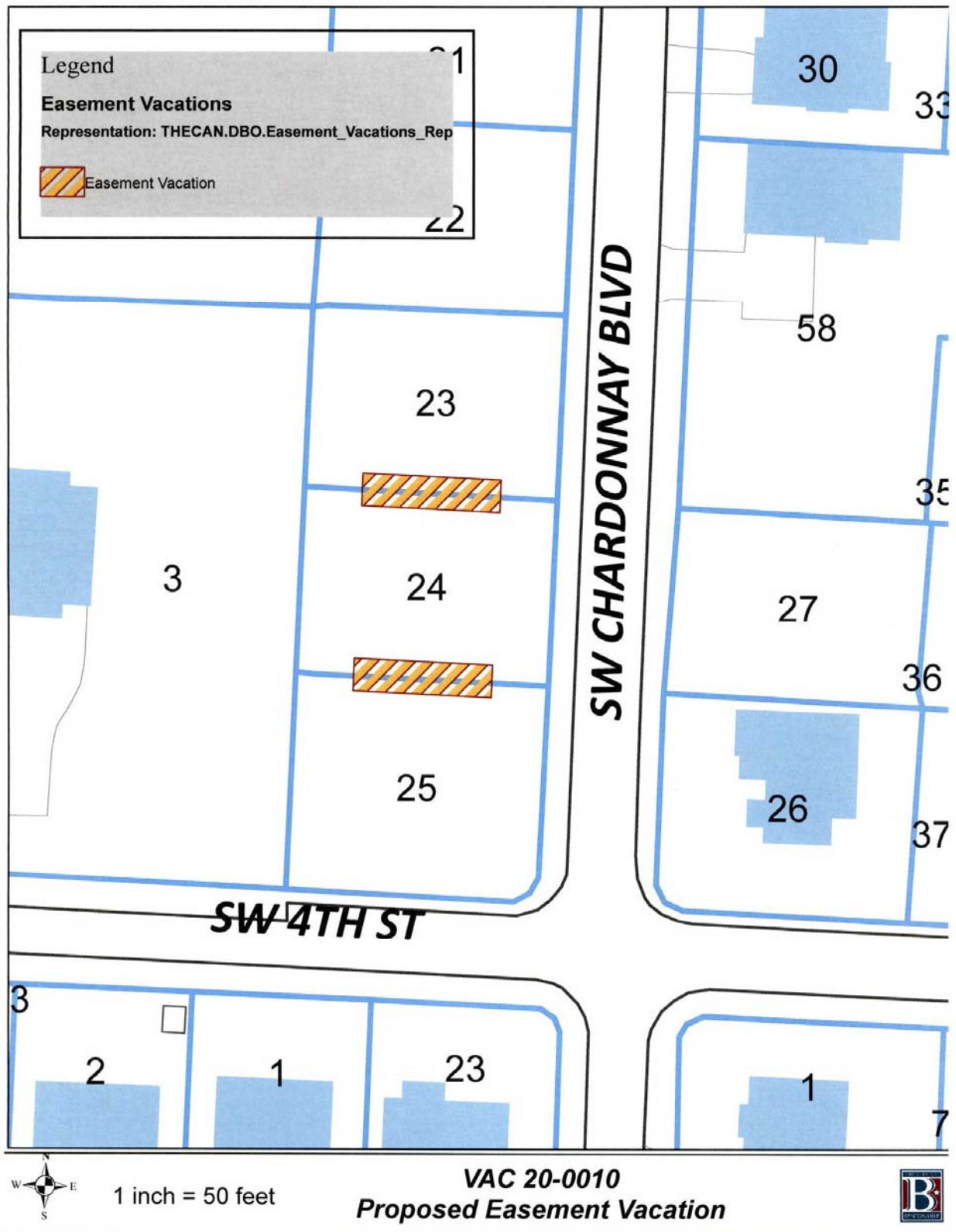
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PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting utility easement vacation (VAC20-0010) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Two (2) Easement Vacations situated in the NW 1/4 of Section 35, Township 20 North, Range 31 West, Benton County, Arkansas, being a part of Lots 23, 24 and 25 of Chardonay Subdivision, recorded in Plat Book P4, Page 814 in the City of Bentonville, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on June 17, 2019 by CEI Engineering Associates, Inc. as follows:

Easement #1

COMMENCING at the Northwest corner of Lot 22 of said Chardonay Subdivision;
THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;
THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;
THENCE leaving said West boundary line and along the South boundary line of said Lot 23, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;
THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;
THENCE South 87°15'39" East a distance of 60.10 feet;
THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;
THENCE South 02°13'22" West a distance of 7.00 feet;
THENCE North 87°15'39" West a distance of 60.10 feet;
THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

Easement #2

COMMENCING at the Northwest corner of Lot 22 of said Chardonay Subdivision;
THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;
THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;
THENCE along the West line of said Lot 24, South 02°12'11" West a distance of 80.00 feet;
THENCE leaving said West boundary line and along the South boundary line of said Lot 24, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;
THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;
THENCE South 87°15'39" East a distance of 60.10 feet;
THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;
THENCE South 02°13'22" West a distance of 7.00 feet;
THENCE North 87°15'39" West a distance of 60.10 feet;
THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on July 14, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-5914

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to execute the First Amendment to the 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

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PLEASE RECYCLE



**MEMORANDUM RELATING TO THE FIRST AMENDMENT TO THE
BENTONVILLE MUNICIPAL AIRPORT LAND LEASE AGREEMENT WITH
CPS VENTURES, LLC**

MEMORANDUM TO: Bentonville City Council

MEMORANDUM FROM: Chuck Chadwick, Airport Manager

DATE: June 9, 2020

This is a request for a Resolution Authorizing the Mayor and City Clerk to enter into a First Amendment to Land Lease Agreement with CPS VENTURES, LLC.

I present this Memorandum as I presented it in email format to the members of the Airport Advisory Board. Most of the following is verbatim, some is paraphrased.

I have been in discussion/negotiations with Stuart Collier of CPS Ventures, LLC. You may recall that CPS is the Tenant in the Lease Agreement that is on the West side of the airport just south of the Fieldhouse.

Stuart Collier contacted me a couple of weeks ago concerned with the effects of COVID-19 upon him getting the project off the ground as quickly as he originally intended. This matter gained final approval by the City Council at the meeting on March 24, 2020. That meeting was also the beginning of the City Council "Zoom" meetings and the closing of City offices. I do not think I need to explain the COVID-19 situation any more other than to say our Airport has been granted a \$69,000.00 CARES ACT grant to help with our airport, which inevitably should help our tenants and users.

I perceived Stuart Collier's concerns to be legitimate and told the AAB that his concerns "did not fall on deaf ears". He wants to go full steam ahead on this project. But, feels like he needs additional time to buffer the economic effects of COVID-19. The original Lease document gave CPS until October 1, 2020, to terminate the Lease Agreement without further penalty. I have prepared a proposed First Amendment to Land Lease Agreement. It is part of the "Agenda Package". The Amendment is straightforward. It extends the "decision date" until December 31, 2020. It also extends certain dates for plan submission and construction by three (3) months. I include a copy of the original lease in this "Agenda Package" also in case you wish to review and compare.

As consideration of the Amendment, Stuart Collier, on behalf of CPS Ventures, LLC will pay an additional \$2,000.00 for a total of \$6,000.00 to the City of Bentonville Municipal Airport.

This request is not unprecedented. I previously submitted a First Amendment of Lease on behalf of the VBT, LLC for a hangar project on the east side. This Amendment was part of an overall deal whereby BBT Investments, LLC assigned its interest in the Lease to VBT, LLC. In that First Amendment to Lease Agreement, extensions were granted to the Lessee on obligations it had under

the lease. That was prior to COVID-19. The AAB approved it, and City Council approved it. That Amendment went into effect and allowed the new project to proceed.

This matter was presented to the AAB at its regular monthly meeting on June 4, 2020. The proposed Amendment, Memorandum (in email form) and a pdf copy of the existing lease document were all provided to each AAB member prior to the meeting so as to allow each member to review the original lease, the proposed First Amendment and the rationale behind the request. Following discussion and questions by the AAB, this request for the proposed First Amendment, as now provided in this "Agenda Package" was unanimously approved by the AAB.

I have discussed and reviewed this with Dennis Birge and he approves of the Amendment.

I am familiar with the purpose and effect of the First Amendment to Land Lease Agreement as it relates to the interest of the City of Bentonville and more specifically the Bentonville Municipal Airport. I believe it to be 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 24th day of March, 2020, with an Effective Date of April 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 April, 2020, and ending at Midnight, March 31, 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 October 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@bentonvillear.com) with a copy of said email to the Bentonville City Staff Attorney (ethompson@bentonvillear.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 April 1, 2020 through September 30, 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 three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020. Beginning January 1, 2035, 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 coming 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 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 or 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 BY: [REDACTED] ADVISORY BOARD

By: [REDACTED]
Chairman, Richard Hahn

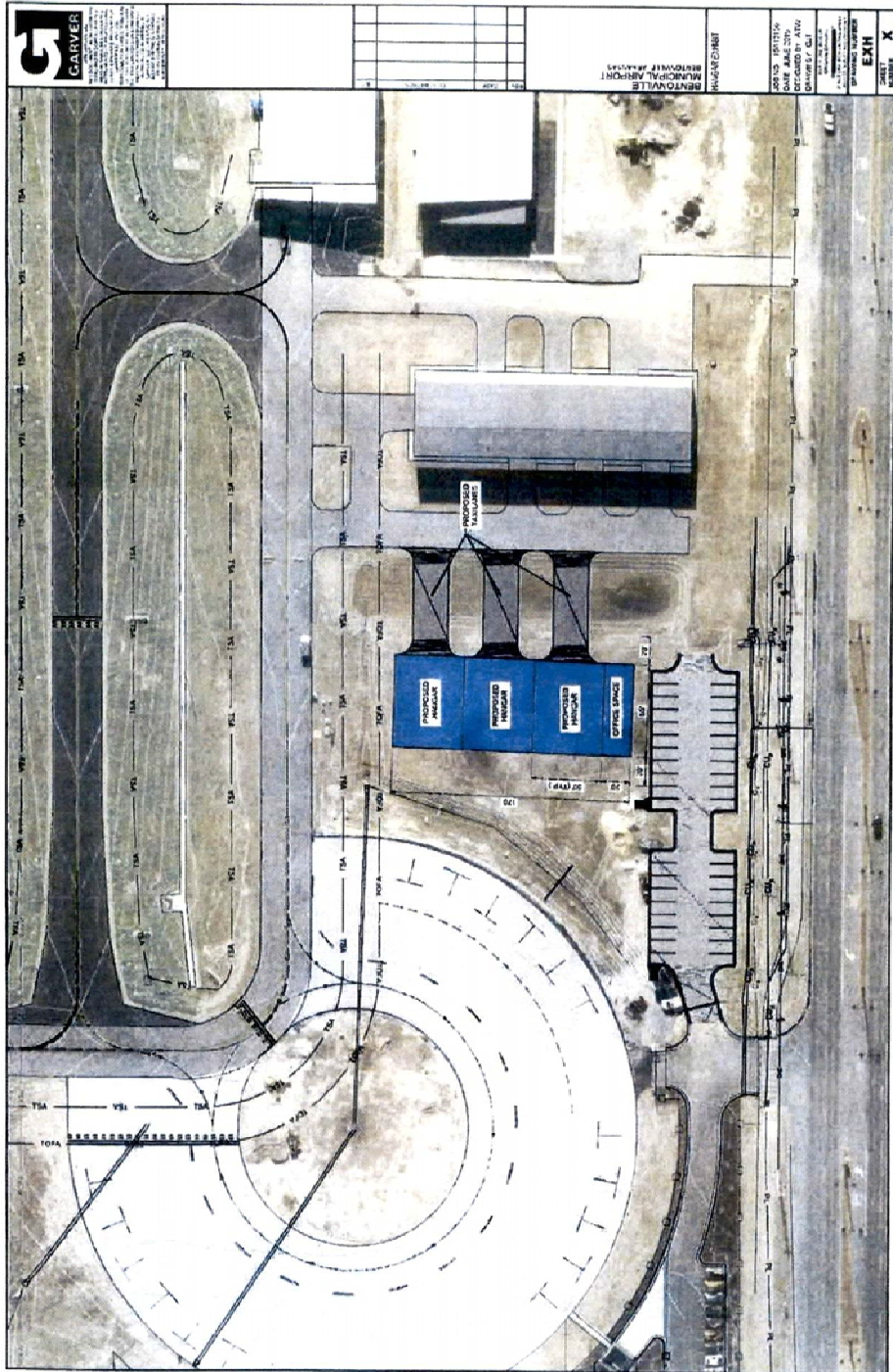
LESSOR: CITY OF BENTONVILLE

By: [REDACTED]
Stephanie Orman, Mayor

ATTEST:

[REDACTED]
Linda Spence, City Clerk

Exhibit 'A'



FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made and entered into effective as of July 1, 2020, by and between the **CITY OF BENTONVILLE** ("Lessor"), and **CPS VENTURES, LLC**, an Arkansas limited liability company (the "Lessee"), amending the Bentonville Municipal Airport Land Lease Agreement between them dated March 24, 2020 (with an effective date of April 1, 2020) (the "Lease").

WHEREAS, Lessor and Lessee are agreeable to amending the Lease so that it reflects and allows for at least part of the economic downturn resulting from COVID-19. Lessee requested and Lessor hereby agrees and consents to amending certain time periods specified in Paragraphs 3.2, 4 and 6.2 of the Lease refer to and run from the dates contained in this Amendment rather than the dates as set forth in the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises and the payment set forth below, the parties agree as follows:

1. Effective as of the date hereof, the following amendments are made to the Lease:
 - a. Paragraph 3.2 be amended so that its date of October 1, 2020 be amended to read "January 1, 2021".
 - b. Paragraph 4 be amended so that its date period of April 1, 2020 through September 30, 2020" be amended to read "April 1, 2020 through December 31, 2020".
 - c. Paragraph 4 be further amended to delete that portion of Paragraph 4 as follows: "The remaining portion of the initial calendar year of the lease will be for three (3) months (October – December 2020) and the Lessee shall pay a pro-rata payment to cover the remaining partial year, no later than October 1, 2020".
 - d. Paragraph 6.2 be amended so that the said paragraph be amended to read:

"The Lessee, within eleven (11) months of the 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 thirteen (13) 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 fifteen (15) 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."

2. In consideration of these changes, Lessee agrees to pay Two Thousand Dollars (\$2,000.00) to the City of Bentonville, within ten (10) calendar days of the City Council's approval of this First Amendment to Lease. Said \$2,000.00 payment is in addition to the \$4,000.00 Initial Lease Payment as set forth in Paragraph number 4 of the Lease Agreement. The forfeiture terms applicable to the "Initial Lease Payment" set forth in paragraph 3.2 of the Lease shall also apply to this additional \$2,000.00 payment.
3. All of the terms, covenants and conditions of the Lease as amended shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.
4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR:
CITY OF BENTONVILLE

By: _____
Stephanie Orman, Mayor

Attest:

Linda Spence, City Clerk

LESSEE:
CPS INVESTMENTS, LLC

Signature: _____
Printed Name: Stuart Collier,
Title: Managing Member

APPROVED:
BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Richard Ham, Chairman

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AN AMENDMENT TO AN
AIRPORT LAND LEASE AGREEMENT FOR A HANGAR
SITE LOCATED AT THE BENTONVILLE MUNICIPAL
AIRPORT.**

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar site located on the west side of the Bentonville Municipal Airport on or about March 24, 2019;

Whereas: the parties seek to amend said lease by written amendment;

Whereas: the Airport Advisory Board has considered said written amendment and unanimously recommends same;

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute the First Amendment to Land Lease Agreement between the CITY OF BENTONVILLE and CPS VENTURES, LLC, for a hangar site located at the Bentonville Municipal Airport.

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

PASSED and APPROVED this _____ day of _____, 2020

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to submit FAA Airport Improvement Program Grant Application 3-05-0006-015-2020 for the Southeast Taxiway "B" Construction Project, at Bentonville Municipal Airport and to execute any and all contracts associated with said grant and paid for by said grant. Said grant is in an amount up to \$1,632,487.00 from the FAA AIP Program, \$181,387.00 from the FAA CARES ACT Program, for funding of the South East Taxiway Construction for a total grant between the programs of \$1,813,874.00. Total cost of the project is \$1,818,874.60. The remaining \$5,000.60 will be paid for by Bentonville Municipal Airport general funds.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: June 11, 2020

Re: FAA AIP and CARES ACT Grant for Southeast Side Taxiway B Construction

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to submit and thereafter accept a grant through the FAA Airport Improvement Program (AIP) and the FAA CARES ACT, and to allow the Mayor and City Clerk to execute any and all contracts associated with said grant and paid for by said grant. The grant request is for \$1,813,874.00. The total project cost is \$1,818,874.60. The remaining \$5,000.60 will be paid for by Bentonville Municipal Airport general funds.

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

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

June 26, 2020

Ms. Kathy Franklin
Federal Aviation Administration
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: Bentonville Municipal Airport
Southeast Taxiway B (Construction)
FAA Grant Application (3-05-0006-015-2020)

Dear Ms. Franklin:

Bids were received for the "Southeast Taxiway B" project at the Bentonville City Hall, 117 West Central Avenue, Bentonville, AR 72712 at 1:00 pm on Tuesday, May 12, 2020.

Garver has reviewed the bid proposal for compliance with the "Instructions to Bidders". This information includes the following.

- Insurance Coverages (Current Automobile and Liability Insurance)
- Bid Bond
- Proposal (Including Unit Price Schedule)
- Statement of Bidder's Qualifications
- List of Proposed Subcontractors
- DBE Participation Reporting
- Bidder Certification Form

A total of 3 bids were received on the project. Tri Star Contractors, LLC submitted the low bid for the project in the amount of \$1,969,284.60. The Engineer's Opinion of Probable Cost was \$1,975,000.00.

With the bids greater than the planned funding for the project, the City of Bentonville and Tri Star Contractors, LLC entered into negotiations to reduce project scope of the bid. After negotiating quantities, the result was a negotiated bid of \$1,616,974.60.

Based on Garver's review, we believe that the negotiated bid with Tri Star Contractors, LLC represents a good value for Bentonville Municipal Airport. Therefore, we request your concurrence in awarding the "Southeast Taxiway B" contract to Tri Star Contractors, LLC.

Please call me if you have any questions.

Sincerely,

Stephanie Orman
Mayor
City of Bentonville

Attachments: Recommendation of Award
Application for Federal Assistance (SF-424)
FAA Form 5100-100
Negotiated Project Budget
Sponsor Certifications
Record of Negotiations
Approved Engineering Contract
Exhibit A (Airport Property Map)



4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
TEL 479.257.9188

www.GarverUSA.com

June 23, 2020

Ms. Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Bentonville Municipal Airport
Southeast Taxiway B (Construction)
Recommendation of Award

Dear Ms. Orman:

Bids were received for the "Southeast Taxiway B" project at the Bentonville City Hall at 1:00 pm on Tuesday, May 12, 2020. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 3 bids were received on the project. Tri Star Contractors, LLC submitted the low bid for the project in the amount of \$1,969,284.60. The Engineer's Opinion of Probable Cost was \$1,975,000.00.

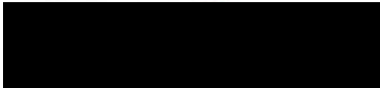
Bids for the "Southeast Taxiway B" project came in higher than the allotted funding for this project. To award the bid of the project using FAA funding, negotiations with the low bidder, Tri Star Contractors, LLC were required. To reduce the overall price, taxiway edge lights were removed from the project scope. This removal led to an overall reduction in the total bid amount. The result was a negotiated bid of \$1,616,974.60.

We believe that the negotiated bid with Tri Star Contractors, LLC represents a good value for Bentonville Municipal Airport. Contingent upon award of an FAA grant, we recommend that the construction contract for the "Southeast Taxiway B" project be awarded to Tri Star Contractors, LLC.

Please call me if you have any questions.

Sincerely,

GARVER



Adam White, PE
Project Manager

Attachments: Bid Tabulation
Negotiated Bid Tabulation

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE			Tri Star Contractors			Emery Supp & Sons			Dean Crowder Construction		
				ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
31	F-102-S-1	8' Chain-Link Fence with 1" Barbed Wire Extension	LF	530	\$35.00	\$18,550.00									
32	F-102-S-2	Fence Removal	LF	530	\$10.00	\$5,300.00									
33	L-108-S-1	Trenching for Direct-Buried Cable, 18-in Minimum Depth	LF	750	\$1.00	\$750.00									
34	L-108-S-2	No. 8 AWG, 3 KV, L-404, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	19,000	\$2.00	\$38,000.00									
35	L-108-S-3	No. 8 AWG, Solid Bare Copper Conductor, Installed in Trench, Duct Bank or Conduit, Including Above the Duct Bank or Conduit, Including Connections/Terminations	LF	14,000	\$2.00	\$28,000.00									
36	L-110-S-1	Concrete Encased Electrical Duct Bank, 2-Way 2-Inch C, 24-Inch Minimum Cover	LF	500	\$30.00	\$9,000.00									
37	L-110-S-2	Non-Encased Electrical Conduit, 1-Way 2-Inch C	LF	12,500	\$8.00	\$100,000.00									
38	L-115-S-1	Electrical Junction Structure, L-887 Class 1, Size 16" Diameter by 24" Depth	EA	6	\$1,000.00	\$6,000.00									
39	L-125-S-1	L-888(L) Size 2 Base Mounted, 2-Module Guidance Sign, Installed	EA	4	\$5,000.00	\$20,000.00									
40	L-125-S-2	L-888(L) Size 2 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	\$6,500.00	\$19,500.00									
41	L-125-S-3	L-888(L) Size 1 Base Mounted, 3-Module Guidance Sign, Installed	EA	4	\$6,500.00	\$26,000.00									
42	L-125-S-4	L-881(L) Base Mounted Tackway Edge Light, Installed	EA	101	\$1,200.00	\$121,200.00									
43	SP-C-01	Owner's Protective Insurance	LS	1	\$3,000.00	\$3,000.00									
TOTALS						\$1,975,000.00		\$1,969,284.60		\$2,110,378.32		\$2,725,569.00			

Corrected Prices

CITY OF BENTONVILLE
SOUTHEAST TAXWAY B
BID TABULATION
BID OPENING: MAY 12, 2020; 1:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	Tri Star Contractors, LLC (As-Bid)			Tri Star Contractors, LLC (Negotiated)		
				ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$20,000.00	\$20,000.00			\$21,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	\$500.00	\$500.00			\$500.00
3	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$2,000.00	\$2,000.00			\$2,500.00
4	SS-301-5.1	Existing Stake Mounted Edge Light, Removed	EA	15	\$100.00	\$1,500.00			\$1,500.00
5	SS-407-9.1	ARDOT ACHM Surface Course (1/2") (PG 76-22)	TN	2,300	\$105.00	\$241,500.00			\$241,500.00
6	C-102-5.1	Temporary Erosion Control	LS	1	\$10,000.00	\$10,000.00			\$10,000.00
7	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$158,998.60	\$158,998.60			\$131,703.60
8	P-101-5.1	Pavement Removal	SY	3,110	\$5.00	\$15,550.00			\$15,550.00
9	P-101-5.2	Pavement Marking Removal	SF	3,030	\$5.00	\$15,150.00			\$15,150.00
10	P-101-5.3	Concrete Ditch Removal	SY	220	\$10.00	\$2,200.00			\$2,200.00
11	P-151-4.1	Clearing and Grubbing	AC	1.0	\$25,000.00	\$25,000.00			\$25,000.00
12	P-152-4.1	Unclassified Excavation	CY	5,310	\$10.00	\$53,100.00			\$53,100.00
13	P-152-4.2	Unsuitable Excavation (Stone Fill)	CY	9,600	\$43.00	\$412,800.00			\$416,885.00
14	P-209-5.1	Crushed Aggregate Base Course (12")	SY	10,930	\$17.00	\$185,810.00			\$185,810.00
15	P-209-5.2	Separation Geotextile	SY	12,920	\$2.00	\$25,840.00			\$25,840.00
16	P-620-5.1a	Pavement Markings with Reflective Media	SF	12,170	\$2.00	\$24,340.00			\$24,340.00
17	P-620-5.1b	Pavement Markings without Reflective Media	SF	21,560	\$1.50	\$32,340.00			\$32,340.00
18	D-701-5.1a	11" x 18" Reinforced Concrete Arch Pipe (Class IV)	LF	112	\$85.00	\$9,520.00			\$9,520.00
19	D-701-5.1b	18" Reinforced Concrete Pipe (Class IV)	LF	104	\$49.00	\$5,096.00			\$5,096.00
20	D-701-5.1c	24" Reinforced Concrete Pipe (Class III)	LF	48	\$85.00	\$4,080.00			\$4,080.00
21	D-701-5.2a	11" x 18" Reinforced Concrete Arch End Section	EA	2	\$1,100.00	\$2,200.00			\$2,200.00
22	D-701-5.2b	18" Reinforced Concrete End Section	EA	2	\$850.00	\$1,700.00			\$1,700.00

ITEM NO.		SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
Tri Star Contractors, LLC (As-Bid)							
23	D-701-S-2c		24" Reinforced Concrete End Section	EA	1	\$1,100.00	\$1,100.00
24	D-705-S-1a		6" Underdrain Pipe	LF	40	\$65.00	\$2,600.00
25	D-705-S-1b		6" Non-Perforated Outfall Pipe	LF	335	\$49.00	\$16,415.00
26	D-705-S-2		Concrete Outlet Protector	EA	1	\$1,000.00	\$1,000.00
27	D-754-S-1		Concrete Ditch Paving	SY	900	\$60.00	\$54,000.00
28	T-901-S-1		Seeding	AC	8.5	\$1,995.00	\$16,957.50
29	T-904-S-1		Sodding	SY	7,300	\$5.00	\$36,500.00
30	T-905-S-1		Topsoil (Obtained On-Site; 4" Thickness)	SY	48,500	\$2.50	\$121,250.00
31	F-162-S-1		8" Chain-Link Fence with 1" Barbed Wire Extension	LF	530	\$31.75	\$16,827.50
32	F-162-S-2		Fence Removal	LF	530	\$12.00	\$6,360.00
33	L-108-S-1		Trenching for Direct-Buried Cable, 16-in Minimum Depth	LF	750	\$5.00	\$3,750.00
34	L-108-S-2		No. 8 AWG, 5 W, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	19,000	\$2.50	\$47,500.00
35	L-108-S-3		No. 6 AWG Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	14,000	\$2.50	\$35,000.00
36	L-110-S-1		Concrete Encased Electrical Duct Bank, 2-Way 2-Inch C, 24-Inch Minimum Cover	LF	300	\$60.00	\$18,000.00
37	L-110-S-2		Non-Encased Electrical Conduit, 1-Way 2-Inch C	LF	12,500	\$7.00	\$87,500.00
38	L-115-S-1		Electrical Junction Structure, L-867 Class 1, Size 18" Diameter by 24" Depth	EA	6	\$1,000.00	\$6,000.00
39	L-125-S-1		L-858(L) Size 2 Base Mounted, 2-Module Guidance Sign, Installed	EA	4	\$6,000.00	\$24,000.00
40	L-125-S-2		L-858(L) Size 2 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	\$7,000.00	\$21,000.00
41	L-125-S-3		L-858(L) Size 1 Base Mounted, 3-Module Guidance Sign, Installed	EA	4	\$7,050.00	\$28,200.00
42	L-125-S-4		L-861(L) Base Mounted Taxiway Edge Light, Installed	EA	101	\$1,700.00	\$171,700.00
43	SP-C-01		Owner's Protective Insurance	LS	1	\$5,000.00	\$5,000.00
TOTALS							\$1,969,284.60
							\$1,616,974.60
Tri Star Contractors, LLC (Negotiated)							
1						\$1,100.00	\$1,100.00
40						\$65.00	\$2,600.00
335						\$49.00	\$16,415.00
1						\$1,000.00	\$1,000.00
900						\$60.00	\$54,000.00
8.5						\$1,995.00	\$16,957.50
7,300						\$5.00	\$36,500.00
48,500						\$2.50	\$121,250.00
530						\$31.75	\$16,827.50
530						\$12.00	\$6,360.00
750						\$5.00	\$3,750.00
750						\$5.00	\$3,750.00
1,050						\$5.00	\$5,250.00
300						\$65.00	\$19,500.00
0						\$7.00	\$0.00
6						\$1,100.00	\$6,600.00
4						\$6,000.00	\$24,000.00
3						\$7,000.00	\$21,000.00
4						\$7,050.00	\$28,200.00
0						\$1,700.00	\$0.00
1						\$5,000.00	\$5,000.00

Negotiated Items

With the bid greater than the funding for the project, the City of Bentonville and Tri Star Contractors, LLC entered into negotiations to reduce unit prices and project scope of the bid. The negotiated unit prices and quantities have been agreed upon by both parties and both parties agree to enter into a change order agreement for such prices and quantities upon award of an FAA Grant Offer.

CITY OF BENTONVILLE

Name

Title

Date

TRI STAR CONTRACTORS, LLC



President
Title

6-8-2020
Date

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: 06/26/2020		4. Applicant Identifier: KVB
5a. Federal Entity Identifier: 3-05-0006-015-2020		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Bentonville, Arkansas		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6000642		* c. Organizational DUNS: 0756632370000
d. Address:		
* Street1: 117 West Central Avenue		
* Street2: _____		
* City: Bentonville		
* County/Parish: Benton		
* State: AR: Arkansas		
* Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 72712-5256		
e. Organizational Unit:		
Department Name: Bentonville Municipal Airport		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. * First Name: Chuck		
Middle Name: _____		
* Last Name: Chadwick		
Suffix: _____		
Title: Airport Manager		
Organizational Affiliation: Bentonville Municipal Airport		
* Telephone Number: 479-271-3135		Fax Number: _____
* Email: ochadwick@bentonvillear.com		

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government	
Type of Applicant 2: Select Applicant Type: 	
Type of Applicant 3: Select Applicant Type: 	
* Other (specify): 	
* 10. Name of Federal Agency: Federal Aviation Administration (FAA)	
11. Catalog of Federal Domestic Assistance Number: 20.106 CFDA Title: Airport Improvement Program	
* 12. Funding Opportunity Number: N/A * Title: N/A	
13. Competition Identification Number: N/A Title: N/A	
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: Southeast Taxiway B (Construction)	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant AR-003	* b. Program/Project AR-003
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 09/01/2020	* b. End Date: 06/01/2021
18. Estimated Funding (\$):	
* a. Federal	1,632,487.00
* b. Applicant	5,000.60
* c. State	
* d. Local	
* e. Other	181,387.00
* f. Program Income	
* g. TOTAL	1,818,874.60
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/26/2020	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☐ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Ms.	* First Name: Stephanie
Middle Name:	
* Last Name: Orman	
Suffix:	
* Title: Mayor	
* Telephone Number: 479-271-3116	Fax Number:
* Email: sorman@bentonvillear.com	
* Signature of Authorized Representative:	* Date Signed:



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Development surrounding Bentonville Municipal Airport will be subject to Airport's airspace ordinances and local zoning codes.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

True

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

True

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

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

None

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

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

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	AIP 3-05-0006-015-2020

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			199,900
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,616,975
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,818,875
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.) (Insurance)			5,001
18. Subtotal (Lines 16 through 17)			\$ 1,813,875
19. Federal Share requested of Line 18			1,632,487
20. Grantee share (Non-AIP Eligible Items)			5,001
21. Other shares (CARES)			181,387
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,818,875

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Owner's Protective Insurance	\$ 5,000
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 5,000

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	5,001
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): CARES ACT Programming	181,387
h. TOTAL - Grantee share	\$ 186,388
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 186,388

SECTION E – REMARKS (Attach sheets if additional space is required)
The sponsor will cover the remaining 10% of AIP-eligible cost using the additional CARES ACT programming. The remaining portion will be paid by the City, in addition to the non-AIP eligible items.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

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

**CITY OF BENTONVILLE
SOUTHEAST TAXIWAY B
NEGOTIATED BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$21,000.00	\$21,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	\$500.00	\$500.00
3	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$2,500.00	\$2,500.00
4	SS-301-5.1	Existing Stake Mounted Edge Light, Removed	EA	15	\$100.00	\$1,500.00
5	SS-407-9.1	ARDOT ACHM Surface Course (1/2") (PG 76-22)	TN	2,300	\$105.00	\$241,500.00
6	C-102-5.1	Temporary Erosion Control	LS	1	\$10,000.00	\$10,000.00
7	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$131,703.60	\$131,703.60
8	P-101-5.1	Pavement Removal	SY	3,110	\$5.00	\$15,550.00
9	P-101-5.2	Pavement Marking Removal	SF	3,030	\$5.00	\$15,150.00
10	P-101-5.3	Concrete Ditch Removal	SY	220	\$10.00	\$2,200.00
11	P-151-4.1	Clearing and Grubbing	AC	1.0	\$25,000.00	\$25,000.00
12	P-152-4.1	Unclassified Excavation	CY	5,310	\$10.00	\$53,100.00
13	P-152-4.2	Unsuitable Excavation (Stone Fill)	CY	9,695	\$43.00	\$416,885.00
14	P-209-5.1	Crushed Aggregate Base Course (12")	SY	10,930	\$17.00	\$185,810.00
15	P-209-5.2	Separation Geotextile	SY	12,620	\$2.00	\$25,240.00
16	P-620-5.1a	Pavement Markings with Reflective Media	SF	12,170	\$2.00	\$24,340.00
17	P-620-5.1b	Pavement Markings without Reflective Media	SF	21,560	\$1.50	\$32,340.00
18	D-701-5.1a	11" x 18" Reinforced Concrete Arch Pipe (Class IV)	LF	112	\$85.00	\$9,520.00
19	D-701-5.1b	18" Reinforced Concrete Pipe (Class IV)	LF	104	\$49.00	\$5,096.00
20	D-701-5.1c	24" Reinforced Concrete Pipe (Class III)	LF	48	\$85.00	\$4,080.00
21	D-701-5.2a	11" x 18" Reinforced Concrete Arch End Section	EA	2	\$1,100.00	\$2,200.00
22	D-701-5.2b	18" Reinforced Concrete End Section	EA	2	\$850.00	\$1,700.00
23	D-701-5.2c	24" Reinforced Concrete End Section	EA	1	\$1,100.00	\$1,100.00
24	D-705-5.1a	6" Underdrain Pipe	LF	40	\$65.00	\$2,600.00
25	D-705-5.1b	6" Non-Perforated Outfall Pipe	LF	335	\$49.00	\$16,415.00
26	D-705-5.2	Concrete Outlet Protector	EA	1	\$1,000.00	\$1,000.00
27	D-754-5.1	Concrete Ditch Paving	SY	900	\$60.00	\$54,000.00
28	T-901-5.1	Seeding	AC	9	\$1,995.00	\$16,955.50



**CITY OF BENTONVILLE
SOUTHEAST TAXIWAY B
NEGOTIATED BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
29	T-904-5.1	Sodding	SY	7,300	\$5.00	\$36,500.00
30	T-905-5.1	Topsoil (Obtained On-Site; 4" Thickness)	SY	48,500	\$2.50	\$121,250.00
31	F-162-5.1	8' Chain-Link Fence with 1' Barbed Wire Extension	LF	530	\$31.75	\$16,827.50
32	F-162-5.2	Fence Removal	LF	530	\$12.00	\$6,360.00
33	L-108-5.1	Trenching for Direct-Buried Cable, 18-in Minimum Depth	LF	750	\$5.00	\$3,750.00
34	L-108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	750	\$5.00	\$3,750.00
35	L-108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,050	\$5.00	\$5,250.00
36	L-110-5.1	Concrete Encased Electrical Duct Bank, 2-Way 2-inch C, 24-inch Minimum Cover	LF	300	\$65.00	\$19,500.00
37	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	0	\$7.00	\$0.00
38	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	6	\$1,100.00	\$6,600.00
39	L-125-5.1	L-858(L) Size 2 Base Mounted, 2-Module Guidance Sign, Installed	EA	4	\$6,000.00	\$24,000.00
40	L-125-5.2	L-858(L) Size 2 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	\$7,000.00	\$21,000.00
41	L-125-5.3	L-858(L) Size 1 Base Mounted, 3-Module Guidance Sign, Installed	EA	4	\$7,050.00	\$28,200.00
42	L-125-5.4	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	0	\$1,700.00	\$0.00
43	SP-C-01	Owner's Protective Insurance	LS	1	\$5,000.00	\$5,000.00

Total Negotiated Construction Cost \$1,616,974.60

ADMINISTRATION EXPENSES \$2,000.00

PROJECT INSPECTION FEES

Construction Administration Services	\$41,050.00
On-Site Construction Observation Services	\$117,090.00
Materials Testing Services	\$35,610.00
Grant Closeout Services and ALD Update	\$6,150.00
TOTAL PROJECT INSPECTION FEES	\$199,900.00

TOTAL ESTIMATED PROJECT COST \$1,818,874.60

NON-AIP ELIGIBLE ITEMS	UNIT	EST. QTY	UNIT PRICE	AMOUNT
43 SP-C-01 Owner's Protective Insurance	LS	1	\$5,000.00	\$5,000.00
TOTAL NON-AIP ELIGIBLE ITEMS				\$5,000.00

TOTAL ESTIMATED PROJECT COST (AIP-ELIGIBLE) \$1,813,874.60

PROJECT FUNDING

Federal Aviation Administration (90% - AIP)	\$1,632,487.00
Federal Aviation Administration (10% - CARES)	\$181,387.00
City of Bentonville (Remainder + Non-AIP Eligible Items)	\$5,000.60
TOTAL FUNDING	\$1,818,874.60



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
☒ Yes ☐ No ☐ N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
a. Abide by the terms of the statement; and
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
☒ Yes ☐ No ☐ N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1:

Name of Location: Bentonville Municipal Airport
Address: 117 West Central Avenue, Bentonville, AR 72712

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety - building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
 - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(l)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Bentonville, Arkansas

Airport: Bentonville Municipal Airport

Project Number: 3-05-0006-015-2020

Description of Work: Southeast Taxiway B (Construction)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of .

Name of Sponsor: City of Bentonville, Arkansas

Name of Sponsor's Authorized Official: Ms. Stephanie Orman

Title of Sponsor's Authorized Official: Mayor, City of Bentonville

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION City of Bentonville, Arkansas	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Ms.	* First Name: Stephanie Middle Name:
* Last Name: Orman	Suffix:
* Title: Mayor	
* SIGNATURE:	* DATE:

ENGINEERING SERVICES RECORD OF NEGOTIATION

Bentonville Municipal Airport
Southeast Taxiway B (Construction)
Anticipated A.I.P. Grant: 3-05-0006-015-2020

- On March 25, 2020, Chuck Chadwick, Airport Manager requested a scope of services from Garver for an "Southeast Taxiway B" project.
- On April 1, 2020, Garver sent a scope of services for the "Southeast Taxiway B" project to Chuck Chadwick, Airport Manager to review. The Airport approved the scope of services and submitted the scope to Kathy Franklin, FAA for review.
- FAA comments were not received. However, the FAA asked the Sponsor and Engineer to continue with negotiations in lieu of receiving FAA comments.
- The sponsor utilized internal staff engineers with experience in developing fee estimates to perform an independent fee estimate (IFE). The IFE was completed by Bryan Wick, Staff Engineer, on April 7, 2020. The results of the IFE are as follows:

Southeast Taxiway B (IFE) - \$200,940.00

- Garver submitted a contract to the sponsor on June 10, 2020. A copy of the contract submission is included in the grant application. Garver's total contract fee is as follows:

Southeast Taxiway B (Garver) - \$199,900.00

- The submitted contract was below the IFE. The negotiations were conducted in good faith to ensure the fees are fair and reasonable.

IFE

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

FEE SUMMARY

Services	Estimated Fees
Construction Administration Services	\$42,270.00
On-Site Construction Observation Services	\$121,760.00
Materials Testing Services	\$29,870.00
Grant Closeout Services and ALD Update	\$7,040.00
Subtotal for Services	\$200,940.00

IFE

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

CONSTRUCTION ADMINISTRATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50 hr	\$43.25 hr	\$37.50 hr	\$34.50 hr	\$38.50 hr	\$21.20 hr	\$18.70 hr
1. Civil Engineering							
2.2.1 Construction Management Plan	2			2		8	
2.2.2 Submittals	4			8		8	
2.2.3 Notice to Proceed	1			1			
2.2.3 Preconstruction Meeting	2			8	8		
2.2.4 Progress Meetings (12 On-Site)	24				24		
2.2.5 Owner Coordination	20			30			
2.2.6 RFIs	8			16			
2.2.7 Progress Payments (6 Total)	6			12	12		6
2.2.8 Payroll Reviews	6			6	6		
2.2.9 DBE Compliance	2			2			
2.2.10 Change Orders	2			4			
2.2.11 Record Drawings	8			16		20	
2.2.12 Final Inspection & Punchlist	4			8	8		
Subtotal - Civil Engineering	89	0	0	113	58	36	6
2. Electrical Engineering							
2.2.1 Construction Management Plan		2					
2.2.2 Submittals		8					
2.2.3 Preconstruction Meeting							
2.2.5 Owner Coordination		4					
2.2.6 RFIs		3					
2.2.12 Final Inspection		2					
Subtotal - Electrical Engineering	0	19	0	0	0	0	0

Hours	89	19	0	113	58	36	6
Salary Costs	\$4,316.50	\$821.75	\$0.00	\$3,898.50	\$2,233.00	\$763.20	\$112.20

SUBTOTAL - SALARIES: \$12,145.15

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** \$23,683.04

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$700.00
Postage/Freight/Courier	\$140.00
Travel Costs (8 Trips @ 50 miles/trip)	\$230.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,070.00

SUBTOTAL: \$36,898.19

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$5,374.23

TOTAL FEE (ROUNDED): \$42,270.00

IFE

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

ON-SITE CONSTRUCTION OBSERVATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50	\$43.25	\$37.50	\$34.50	\$38.50	\$21.20	\$18.70
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Construction Observation (40 hr/wk; 23 weeks)					920		
Subtotal - Civil Engineering	0	0	0	0	920	0	0

Hours	0	0	0	0	920	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$35,420.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$35,420.00

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** \$69,069.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$230.00
Postage/Freight/Courier	\$46.00
Travel Costs - Mileage (100mi/wk @ 23 wks)	\$1,322.50

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,598.50

SUBTOTAL: \$106,087.50

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$15,673.35

TOTAL FEE (ROUNDED): \$121,760.00

IFE

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

MATERIALS TESTING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50	\$43.25	\$37.50	\$34.50	\$36.50	\$21.20	\$18.70
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Materials Testing Firm	5			5			
Review Test Results	8			16			
Subtotal - Civil Engineering	13	0	0	21	0	0	0
Hours	13	0	0	21	0	0	0
Salary Costs	\$630.50	\$0.00	\$0.00	\$724.50	\$0.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:		\$1,355.00					
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD		\$2,642.25					
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$230.00						
Postage/Freight/Courier	\$46.00						
Travel Costs	\$0.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$276.00					
SUBTOTAL:		\$4,273.25					
SUBCONSULTANTS FEE:		\$25,000.00					
PROFESSIONAL FEE		\$599.59					
TOTAL FEE (ROUNDED):		\$29,870.00					

IFE

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

GRANT CLOSEOUT AND ALD UPDATE

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$48.50 hr	\$43.25 hr	\$37.50 hr	\$34.50 hr	\$38.50 hr	\$21.20 hr	\$18.70 hr
1. Civil Engineering							
ALD Drafting	1			2		4	
ALD Upload to OEAAA				2			
Final Construction Report	2			8			
Final Reconciliation Change Order	1			4			1
FAA Closeout Documents	2			8			
Record Drawings	2			4		20	
Subtotal - Civil Engineering	8	0	0	28	0	24	1
2. Electrical Engineering							
Final Construction Report		2					
Subtotal - Electrical Engineering	0	2	0	0	0	0	0

Hours	8	2	0	28	0	24	1
Salary Costs	\$388.00	\$86.50	\$0.00	\$966.00	\$0.00	\$508.80	\$18.70

SUBTOTAL - SALARIES: **\$1,968.00**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$3,837.60**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$60.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$360.00**

SUBTOTAL: **\$6,165.60**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$870.84**

TOTAL FEE (ROUNDED): **\$7,040.00**



WORK ORDER NO. 09
City of Bentonville
VB East Taxiway Extension (South)
Construction Phase Services (CPS)
Garver Project No. 19A13192

This WORK ORDER is made by and between the **City of Bentonville** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 28, 2016.

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT).

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

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

SECTION 1 - SCOPE OF SERVICES

See Appendix A-9, attached.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum or cost plus fixed fee bases as shown in the following table. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration Services	\$41,050	Lump Sum
On-Site Construction Observation Services	\$117,090	Cost + FF
Materials Testing Services	\$35,610	Cost + FF
Grant Closeout Services and ALD Update	\$6,150	Lump Sum
TOTAL FEE	\$199,900	

The lump sum amount to be paid under this agreement is **\$47,200**. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-9 with approximate current hourly rates for each employee classification.

For cost plus fixed fee services, the Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 197.13% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee. Estimated cost of these services, including the fixed fee is **\$152,700**. The

Work Order No. 09
VB East Taxiway Extension (South) CPS

1 of 3

Garver Project No. 19A13192



actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B-9 with approximate current hourly rates for each employee classification.

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

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

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

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Appendix A-9 – Scope of Services
 - 3.1.2 Appendix B-9 – Rate Schedule & Man Hour Tables
 - 3.1.3 Appendix C-9 – Certification of the Engineer
 - 3.1.4 Appendix D-9 – Federal Contract Provisions
 - 3.1.5 Appendix E-9 – Project Exhibit

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



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____

Name: _____
Printed Name

Name: Michael J. Griffin
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Date: 6/9/2020

Attest: _____



**APPENDIX A-9
SCOPE OF SERVICES
Bentonville Municipal Airport
VBT East Taxiway Extension (South)
Construction Phase Services
Project No. 19A13192**

2.1 General

Generally, the scope of services includes construction administration services, on-site construction observation services, materials testing services, and closeout services for improvements to Bentonville Municipal Airport. Improvements will consist primarily of the extension of the east taxiway (south).

2.2 Construction Administration Services

During the construction phase of work, GARVER will accomplish the tasks below.

2.2.1 Construction Management Plan

GARVER will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information.

2.2.2 Submittals

GARVER will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.2.3 Notice to Proceed & Preconstruction Meeting

GARVER will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.

2.2.4 Progress Meetings

GARVER's Construction Observer will attend weekly progress meetings with the Owner and Contractor. It is expected that 10 meetings will be held on-site during the duration of construction. The Project Engineer will join all meetings via conference call.

2.2.5 Owner Coordination

GARVER will provide daily and weekly progress updates to the Owner. GARVER shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

2.2.6 RFIs

GARVER will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.2.7 Progress Payments

GARVER will review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor. GARVER will prepare requests for monthly and final payments to the Contractor. Quantities of material will be documented based upon actual measurements and computations in a field notebook or computer printouts retained in a folder. These measurements and/or computer printouts will be the basis for payment.

2.2.8 Payroll Reviews

GARVER will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. GARVER will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, GARVER will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace.

2.2.9 DBE Compliance

GARVER will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

2.2.10 Change Orders

When authorized by the Owner, GARVER will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay GARVER an additional fee to be agreed upon by the Owner and GARVER. For new contract items, GARVER will prepare an engineer's estimate for the proposed work prior to negotiating with the contractor and will conduct a cost analysis after receipt of the contractor's proposal.

2.2.11 Record Drawings

GARVER will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

2.2.12 Final Inspection

GARVER will participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2.3 **On-Site Construction Observation Services**

GARVER will provide full-time resident construction observation services for the 150-calendar-day construction contract performance time. The proposed fee is based on approximately 40 hours per week, during the construction contract performance time for the full-time construction observer, plus an additional week for weather and other delays. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.

During the construction observation period, GARVER's resident construction observer will provide or accomplish the following:

1. As necessary, conduct safety meetings with the Contractor.
2. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
3. Perform intermediate inspections in advance of the final inspection.
4. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
5. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
6. Administer the "Construction Management Plan" prepared by GARVER.
7. Monitor the contractor's conformance to the approved construction safety and phasing plan.
8. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER does not guarantee the performance of the Contractor(s), nor is GARVER responsible for the actual supervision of construction operations. GARVER does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.4 Materials Testing Services

Through a Subconsultant, GARVER shall provide the quality assurance testing for the project as required by the Plans and Specifications.

2.5 Grant Closeout Services & ALD Update

At the conclusion of construction, GARVER will assist the Owner with project closeout by providing a final construction report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 90 days of the final payment to the Contractor. GARVER will also update the airport's ALD and coordinate the submission of the updated ALD through OEAAA.

GARVER will prepare final record drawings to be provided to the Owner after project completion.

2.6 Project Deliverables

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

1. One hard copy set of Record Drawings to Owner.
2. One hard copy set of Record Drawings to the FAA.
3. Electronic files as requested.

2.7 Extra Work

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

1. Submittals or deliverables in addition to those listed herein.
2. Services after construction, such as warranty follow-up, or operations support.

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



APPENDIX B-9
VBT East Taxiway Extension (South) - CPS
Garver Hourly Rate Schedule: July 2019 - June 2020

Classification	Rates
Engineers / Architects	
E-1	\$ 36.00
E-2	\$ 41.80
E-3	\$ 50.55
E-4	\$ 59.10
E-5	\$ 72.10
E-6	\$ 90.40
E-7	\$ 120.20
Planners / Environmental Specialist	
P-1	\$ 43.35
P-2	\$ 54.50
P-3	\$ 67.75
P-4	\$ 77.25
P-5	\$ 89.30
P-6	\$ 101.95
P-7	\$ 123.20
Designers	
D-1	\$ 33.60
D-2	\$ 39.25
D-3	\$ 46.85
D-4	\$ 54.50
Technicians	
T-1	\$ 26.25
T-2	\$ 33.25
T-3	\$ 40.55
Surveyors	
S-1	\$ 16.15
S-2	\$ 21.25
S-3	\$ 28.60
S-4	\$ 41.10
S-5	\$ 54.50
S-6	\$ 62.00
2-Man Crew (Survey)	\$ 62.35
3-Man Crew (Survey)	\$ 78.50
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 31.70
C-2	\$ 35.40
C-3	\$ 49.95
C-4	\$ 61.39
Management / Administration	
M-1	\$ 123.20
X-1	\$ 20.60
X-2	\$ 28.00
X-3	\$ 39.00
X-4	\$ 49.75
X-5	\$ 61.00
X-6	\$ 77.00
X-7	\$ 92.70

Agreement for Professional Services
VB T East Taxiway Extension (South) - CPS

Garver Project No. 19A13192

APPENDIX B-9

BENTONVILLE MUNICIPAL AIRPORT EAST TAXIWAY EXTENSION (SOUTH) - CPS

FEE SUMMARY

Services	Estimated Fees
Construction Administration Services	\$41,050.00
On-Site Construction Observation Services	\$117,090.00
Materials Testing Services	\$35,610.00
Grant Closeout Services and ALD Update	\$6,150.00
Subtotal for Services	\$199,900.00

APPENDIX B-9

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

CONSTRUCTION ADMINISTRATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$61.47 hr	\$52.58 hr	\$43.48 hr	\$37.44 hr	\$36.82 hr	\$27.30 hr	\$21.43 hr
1. Civil Engineering							
2.2.1 Construction Management Plan	2			4		4	
2.2.2 Submittals	2			12		24	
2.2.3 Notice to Proceed	1			2			
2.2.3 Preconstruction Meeting	8			8	8		
2.2.4 Progress Meetings (20 Conference Call)	10			20			
2.2.5 Owner Coordination	5			20			
2.2.6 RFIs	5			20			
2.2.7 Progress Payments (6 Total)	6			18			
2.2.8 Payroll Reviews	2			4		20	
2.2.9 DBE Compliance	1			4			
2.2.10 Change Orders	2			6			
2.2.11 Record Drawings	1			2		8	
2.2.12 Final Inspection & Punchlist	8			12			
Subtotal - Civil Engineering	53	0	0	132	8	56	0
2. Electrical Engineering							
2.2.1 Construction Management Plan		1					
2.2.2 Submittals		2		6			
2.2.3 Preconstruction Meeting				4			
2.2.5 Owner Coordination		6		4			
2.2.6 RFIs		2		6			
2.2.12 Final Inspection		8		4			
Subtotal - Electrical Engineering	0	19	0	24	0	0	0

Hours	53	19	0	156	8	56	0
Salary Costs	\$3,257.91	\$999.02	\$0.00	\$5,840.64	\$294.56	\$1,528.80	\$0.00

SUBTOTAL - SALARIES: **\$11,920.93**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$23,499.73**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$45.00
Postage/Freight/Courier	\$15.00
Travel Costs (8 Trips @ 50 miles/trip)	\$258.75

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$318.75**

SUBTOTAL: **\$35,739.41**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$5,313.10**

TOTAL FEE (ROUNDED): **\$41,050.00**

APPENDIX B-9

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

ON-SITE CONSTRUCTION OBSERVATION SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$61.47	\$52.58	\$43.48	\$37.44	\$36.82	\$27.30	\$21.43
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Construction Observation (40 hr/wk; 23 weeks)					920		
Subtotal - Civil Engineering	0	0	0	0	920	0	0
Hours	0	0	0	0	920	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$33,874.40	\$0.00	\$0.00
SUBTOTAL - SALARIES:		\$33,874.40					
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD		\$66,776.60					
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$20.00						
Postage/Freight/Courier	\$0.00						
Travel Costs - Mileage (100mi/wk @ 23 wks)	\$1,322.50						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,342.50						
SUBTOTAL:	\$101,993.50						
SUBCONSULTANTS FEE:	\$0.00						
PROFESSIONAL FEE	\$15,097.65						
TOTAL FEE (ROUNDED):	\$117,090.00						

APPENDIX B-9

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

MATERIALS TESTING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$61.47	\$52.58	\$43.48	\$37.44	\$36.82	\$27.30	\$21.43
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Materials Testing Firm	6			12			
Review Test Results	6			12			
Subtotal - Civil Engineering	12	0	0	24	0	0	0
Hours	12	0	0	24	0	0	0
Salary Costs	\$737.64	\$0.00	\$0.00	\$898.56	\$0.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:		\$1,636.20					
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD		\$3,225.44					
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$15.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$0.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$15.00					
SUBTOTAL:		\$4,876.64					
SUBCONSULTANTS FEE:		\$30,000.00					
PROFESSIONAL FEE		\$729.25					
TOTAL FEE (ROUNDED):		\$35,610.00					

APPENDIX B-9

**BENTONVILLE MUNICIPAL AIRPORT
EAST TAXIWAY EXTENSION (SOUTH) - CPS**

GRANT CLOSEOUT AND ALD UPDATE

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	C-2	T-1	X-1
	\$61.47 hr	\$62.58 hr	\$43.48 hr	\$37.44 hr	\$36.82 hr	\$27.30 hr	\$21.43 hr
1. Civil Engineering							
ALD Drafting	1			2		4	
ALD Upload to OEAAA				2			
Final Construction Report	1			6			
Final Reconciliation Change Order	1			2			
FAA Closeout Documents	1			6			
Record Drawings	1			4		16	
Subtotal - Civil Engineering	5	0	0	22	0	20	0
2. Electrical Engineering							
Final Construction Report		2					
Subtotal - Electrical Engineering	0	2	0	0	0	0	0

Hours	5	2	0	22	0	20	0
Salary Costs	\$307.35	\$105.16	\$0.00	\$823.68	\$0.00	\$546.00	\$0.00

SUBTOTAL - SALARIES: \$1,782.19

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD \$3,513.23

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$35.00
Postage/Freight/Courier	\$25.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$60.00

SUBTOTAL: \$5,355.42

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$794.31

TOTAL FEE (ROUNDED): \$6,150.00



APPENDIX C-9

AIRPORT IMPROVEMENT AID PROJECT: 3-05-0006-015-2020
STATE: ARKANSAS

CERTIFICATION OF ENGINEER

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

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

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

GARVER, LLC

By _____

DATE:

6/9/2020



APPENDIX D-9

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

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

2. BREACH OF CONTRACT TERMS

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

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

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

3. CIVIL RIGHTS - GENERAL

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

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

4. CIVIL RIGHTS - TITLE VI ASSURANCE

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

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



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

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

5. CLEAN AIR AND WATER POLLUTION CONTROL

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

6. DEBARMENT AND SUSPENSION



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

7. DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

8. DISTRACTED DRIVING

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

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

9. ENERGY CONSERVATION REQUIREMENTS

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

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

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

- (1) The Engineer will not discriminate against any employee or applicant for employment because of



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

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

II. Standard Federal Equal Employment Opportunity Contract Specifications



(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing



construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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



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



personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.

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



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

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

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

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

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

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

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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



submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

14. TERMINATION OF CONTRACT

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

15. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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



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

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

16. VETERAN'S PREFERENCE

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

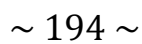
17. TAX DELINQUENCY AND FELONY CONVICTIONS

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

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

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

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



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SUBMIT FAA GRANT APPLICATION 3-05-0006-015-2020 FOR THE SOUTHEAST TAXIWAY "B" CONSTRUCTION PROJECT, AT BENTONVILLE MUNICIPAL AIRPORT AND TO EXECUTE ANY AND ALL CONTRACTS ASSOCIATED WITH SAID GRANT AND PAID FOR BY SAID GRANT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to submit FAA Grant Application 3-05-0006-015-2020 for the Southeast Taxiway "B" construction Project and to execute any and all contracts associated with said grant and paid for by said grant.

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

PASSED and APPROVED this _____ day of _____, 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:

June 23, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Budget Adjustment in the amount of \$5,000.60 to allow for payment of the FAA administration fees for the FAA Airport Improvement Program Grant Application 3-05-0006-015-2020 for the Southeast Taxiway "B" Construction Project.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: June 11, 2020

Re: FAA AIP and CARES ACT Grant for Southeast Side Taxiway B Construction

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to submit and thereafter accept a grant through the FAA Airport Improvement Program (AIP) and the FAA CARES ACT, and to allow the Mayor and City Clerk to execute any and all contracts associated with said grant and paid for by said grant. The grant request is for \$1,813,874.00. The total project cost is \$1,818,874.60. The remaining \$5,000.60 will be paid for by Bentonville Municipal Airport general funds.

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

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



CHECK ALL THAT APPLY		
	Bid Award	Bid # IFB 20-15
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

May 23, 2020

Submitted by: Dan Weese

Department: Engineering

Phone: 479-254-2024

ACTION REQUIRED:

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter a contract amendment for the Replacement of Town Vu Road Bridge at McKissic Creek Project, IFB20-15. The request is to allow the City to enter into an amended agreement with Morrison-Shipley Engineers, Inc. for engineering and construction services in an amount of \$0.00. This amendment will reallocate the budgeted amounts for various engineering service items, but will keep the total contract amount the same as previously approved by Council.

COST TO CITY:

Cost of this Request: \$0.00

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





May 21, 2020

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

RE: *Replacement of Town Vu Road Bridge at McKisic Creek*
Engineering Contract Amendment No. 2

Dear Mayor,

The purpose of this correspondence is to formalize engineering contract revisions for the subject project, henceforth known as Contract Amendment No. 2. The effective amended contract is attached for your reference.

Contract Amendment No. 2 reallocates the budgeted fee amounts for various phases of work to increase the lump sum fee for "Design and Bidding" to cover the cost of additional services. The total fee amount remains unchanged.

The amendments to the effective contract shall be as follows:

1. The fee amounts in Section 9.01.A "Payment" shall be amended as shown on attached Exhibit A.

Except as noted above, all other provisions of the effective contract shall remain in effect.

Honorable Stephanie Orman
May 21, 2020
Page 2 of 2

We look forward to continuing work with the City of Bentonville and on this project. If you have any questions or require additional information, please let me know.

Respectfully Submitted,
Morrison-Shipley Engineers, Inc.



Travis L. Brisendine, P.E., Principal

Accepted by,
City of Bentonville Arkansas

Stephanie Orman, Mayor

Attachment: Exhibit A
Contract
Contract Amendment No. 1

EXHIBIT A**FEE REVISION**

Replacement of Town Vu Road Bridge at McKissic Creek

May 21, 2020

	Effective Fee	Revised Fee	Difference
FEMA Studies and Permits	\$ 30,000.00	\$ 30,000.00	\$ -
Section 404 Permit	\$ 6,000.00	\$ 4,600.00	\$ (1,400.00)
Geotechnical Investigation	\$ 4,000.00	\$ 2,850.00	\$ (1,150.00)
Design and Bidding	\$ 39,800.00	\$ 45,950.00	\$ 6,150.00
Easement and Right-of-Way Surveys	\$ 15,000.00	\$ 13,070.00	\$ (1,930.00)
Construction Phase Services ¹	\$ 45,500.00	\$ 45,500.00	\$ -
Easement and Construction Staking	\$ 8,000.00	\$ 8,000.00	\$ -
Reimbursable Expenses	\$ 2,000.00	\$ 330.00	\$ (1,670.00)
TOTAL	\$ 150,300	\$ 150,300	\$ -

NOTES:

1. Fee as amended by Contract Amendment No. 1.

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

This Agreement effective as of July 13, 2016, 2016 ("Effective Date") between:

City of Bentonville, Arkansas("Client") and

Morrison-Shipley Engineers, Inc. ("Engineer").

Engineer agrees to provide the Services described below to Client for:

Replacement of Town Vu Road Bridge at McKisic Creek ("Project").

Description of Engineer's Services:

As described in attached Engineer's Proposal dated June 21, 2016.

Client and Engineer further agree as follows:

1.01 BASIC AGREEMENT

- A. This Agreement shall be in force until terminated in accordance with Paragraph 4.01.
- B. Engineer shall provide, or cause to be provided, the Services set forth in this Agreement, and Client shall pay for such Services as set forth in Paragraph 9.01.

2.01 PAYMENT

- A. Client agrees to pay Engineer the fees set forth in Paragraph 9.01.
- B. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to the Client.

- C. Payment terms shall be Net 30 days from the invoice date. If Client fails to make any payment due Engineer for services and expenses within 60 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven (7) days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payment will be credited first to interest and then to principal.
- D. Services noted in the Proposal that will be performed by the Engineer on an hourly basis shall be billed in accordance with the attached Schedule of Hourly Billing Rates.

3.01 ADDITIONAL SERVICES

- A. If authorized by Client, or if required because of changes in the Project, the Engineer shall furnish services in addition to those set forth herein.
- B. Client shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class as noted in the attached Schedule of Hourly Billing Rates plus reimbursable expenses, and Engineer's subconsultants' charges, if any. Reimbursable expenses and fees paid to subconsultants will be charged at Engineer's cost.

4.01 TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven (7) days written notice if Engineer believes that Engineer is being requested by Client to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reason beyond Engineer's control.
 - 3) Engineer shall have no liability to Client on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Client, effective upon the receipt of notice by Engineer.
- B. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the

Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 CONTROLLING LAW

- A. This Agreement is to be governed by the laws of the State of Arkansas.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES

- A. Client and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 GENERAL CONSIDERATIONS

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incidental to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- D. Engineer shall not be responsible for the facts of omissions of any contractor, subcontractor, or supplies, or any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.
- E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Engineer.
- G. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous

Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractor to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that that Site is in full compliance with applicable Laws and Regulations.

8.01 OTHER TERMS & CONDITIONS

- A. **INDEMNIFICATION:** Without waiving immunity pursuant to the law, Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Engineer's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of Engineer's subconsultants or anyone for whom Engineer is legally liable, and arising from the project that is the subject matter of this agreement.

Without waiving immunity pursuant to the law, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of the Client's contractors, subcontractors, or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Engineer is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

- B. **INSURANCE:** During the term of this agreement, Engineer agrees to provide the insurance coverages noted on the attached Insurance Certificates. If additional coverage is required over and above the noted coverages, the Client shall reimburse the Engineer 110% of the premium(s) charged for the additional coverage required over and above the noted coverage. In addition, Engineer agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project and for a period of three (3) years following substantial completion, if such coverage is reasonably available

at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall be defined as the availability of professional liability insurance allowing more than 50% of the design professionals practicing in the State of Arkansas in this discipline being able to obtain such coverage.

All insurance coverages shall be subject to all of the terms, exclusions, and conditions of the Engineer's policies. Certificates of Insurance shall be provided to the Client, upon the Client's request, after execution of this Agreement and prior to the commencement of services by Engineer.

C. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Engineer's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Engineer. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Engineer.

D. **DELIVERY OF ELECTRONIC FILES:** Any use or reuse of original or altered computer files by the Client or others without written verification by Engineer for purposes other than for the specific purpose intended will be at Client's risk and full legal responsibility. Furthermore, Client will, to the fullest extent permitted by law, indemnify and hold Engineer harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by Client will entitle Engineer to additional compensation at the then current rate.

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

Because data stored on electronic media can deteriorate undetected or can be modified without Engineer's knowledge, the Client agrees that Engineer will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. Engineer stands by the accuracy of sealed drawings that are on file at the office of the Engineer. The electronic files are submitted to the Client for a 30-day Acceptance Period. During this period, the Client may review and examine these files and any errors, relative to the intended use of the files, detected during this time will be corrected by Engineer as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

- E. **CONFIDENTIALITY:** The Engineer agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees, subconsultants, and the general contractor or subcontractors, if appropriate, any data or information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for the Engineer to defend itself from any legal action or claim.
- F. **PERMITS AND APPROVALS:** The Engineer shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which the Engineer's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory

agencies having jurisdiction over the construction documents, and other services normally provided by the Engineer.

Unless specifically engaged to do so, Engineer's assistance shall not include special studies, special research, attendance at more than one (1) meeting with public authorities, special testing, or special documentation not normally required for this type of project. The Engineer will provide such special services as Additional Services when so authorized in writing by the Client.

The Client shall provide Engineer full payment (on an instrument payable to requesting agency) for any permit or review fees prior to Engineer's submittal of documents requiring permit(s) or review(s).

- G. **OPINIONS OF PROBABLE PROJECT COSTS:** In providing opinions of probable construction cost, the Client understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's opinion of probable construction cost.

- H. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities, or costs, including reasonable attorneys' fees and cost of defense, arising from such changes.

- I. **DESIGN WITHOUT CONSTRUCTION OBSERVATION:** Unless specifically noted in Engineer's Proposal letter, it is understood and agreed that the Engineer's services do NOT include Construction Observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and the Client waives any claims against the Engineer that may be in any way connected thereto.

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

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

K. **REJECTION OF WORK:** The Engineer shall have the authority to recommend to the Client rejection of any Work that is not, in the professional judgment of the Engineer, in conformance with the Construction Documents or work plans. Neither this authority nor the Engineer's good-faith judgment to reject or not reject any Work shall subject the Engineer to any liability or cause of action to the Contractor, subcontractors or any other suppliers or persons performing work on this project.

L. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer's signing any such certification.

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

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

N. **ATTORNEY'S FEES:** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

- O. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed according to the Engineer's prevailing fee schedule and expense policies.
- P. **PRECEDENCE:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Engineer's services.
- Q. **SEVERABILITY:** If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- R. **SURVIVAL:** These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

9.01 PAYMENT

- A. Using the procedures set forth in Paragraph 2.01, Client shall pay Engineer the fees listed below plus reimbursable expenses. The lump sum items are fixed fee and will be billed based on the percentage of total work completed. Items with estimated hourly budgets will be billed based on the actual number of hours expended and the attached billing rates; the actual cost of work under these items may be more or less than the budgeted amounts.

FEMA Studies and Permits (Includes \$14,500 review fees)	\$ 30,000 Lump Sum
Section 404 Permit*	\$ 6,000 Est. Budget
Geotechnical Investigation*	\$ 4,000 Lump Sum
Design and Bidding	\$ 39,800 Lump Sum
Easement and Right-of-Way Surveys	\$ 15,000 Est. Hourly Budget

Construction Phase Services	\$ 20,600 Est. Hourly Budget
Easement and Construction Staking	\$ 8,000 Est. Hourly Budget
Reimbursable Expenses	\$ 2,000 Est. Budget
	=====
TOTAL (Fixed Fees plus Estimated Budgets)	\$ 125,400

- * Services to be provided through a subconsultant.

10.01 TOTAL AGREEMENT

- A. This Agreement, consisting of Pages 1 to 14 inclusive together with any expressly incorporated Appendix, constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Appendices: Engineer's Proposal dated June 21, 2016
 Schedule of Hourly Billing Rates (Effective January 1, 2016)
 Insurance Certificates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

CLIENT: City of Bentonville, Arkansas

By: 

Title: Mayor

Date Signed: July 13, 2016

Address for giving notices:

117 West Central Avenue
Bentonville, AR 72712
Phone (479) 271-3112
bmccaslin@bentonvillear.com

ENGINEER: Morrison-Shipleigh Engineers, Inc.

By: 

Title: CEO

Date Signed: June 21, 2016

Address for giving notices:

5704 Euper Lane, Suite 200
Fort Smith, Arkansas 72903
Phone: (479) 452-1933
neal@morrisonshipleigh.com



September 18, 2019

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

RE: *Replacement of Town Vu Road Bridge at McKisic Creek*
Engineering Contract Amendment No. 1

Dear Mayor,

The purpose of this correspondence is to formalize engineering contract revisions for the subject project, henceforth known as Contract Amendment No. 1. A copy of the effective contract dated July 13, 2016 is attached for your reference.

The amendments to the effective contract shall be as follows:

1. Section 9.01 "Payment" shall be amended as follows: the hourly budget for Construction Phase Services shall be increased from \$20,600.00 to \$45,500.00. As noted in the effective contract, "...hourly budgets will be billed based on the actual number of hours expended and the attached billing rates; the actual cost of work under these items may be more or less than the budgeted amounts."
2. Section 10.01, "Total Agreement" shall be amended to include new appendices. The Schedule of Hourly Billing Rates (effective January 1, 2016) shall be replaced by the attached Schedule of Hourly Billing Rates (effective June 1, 2019). The Insurance Certificates shall be replaced by the attached updated Insurance Certificates.

Except as noted above, all other provisions of the effective contract shall remain in effect.

Morrison-Shipley Engineers

www.morrisonshipley.com

Honorable Stephanie Orman
September 18, 2019
Page 2 of 2

We look forward to continuing work with the City of Bentonville and on this project. If you have any questions or require additional information, please let me know.

Respectfully Submitted,
Morrison-ShIPLEY Engineers, Inc.



Travis L. Brisendine, P.E., Principal

Accepted by,
City of Bentonville Arkansas



Stephanie Orman, Mayor

Attachment: Schedule of Hourly Billing Rates Effective June 1, 2019
Insurance Certificates



MORRISON SHIPLEY

SCHEDULE OF HOURLY BILLING RATES

(Effective June 1, 2019)

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

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

EXPENSES

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

PRINTING

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

BILLING TERMS

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AMENDMENT TO THE
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
WITH MORRISON SHIPLEY ENGINEERS RELATED TO
THE TOWN VU ROAD BRIDGE PROJECT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing agreement with Morrison Shipley Engineering, as set forth in the Amendment 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:

Submitted by:

Jake Harper

Department

Admin

Phone

271-6781

ACTION REQUIRED:

Approval of a Budget Adjustment to reimburse funding of airport RPZ property that was purchased in 2009. Please see attached memo.

COST TO CITY:

Cost of this Request: \$1,127,631

Additional Budget Amount \$1,127,631

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	1,127,631
Remaining After Adjustment	\$ 1,127,631

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 Orman
City Council

FROM: Jake Harper, Director of Finance and Administration

DATE: June 4, 2020

SUBJECT: 2009 Airport RPZ property purchase

In early 2019 the City was looking at using the property on I Street (behind McDonalds) for either an Administrative Services Building or Animal Shelter. During the conversation of that property, it was brought up that a portion of that original land was utilized in a land swap and purchase for property south of the airport back in 2009. Part of that land was right of way needed for the Highway 12 expansion and part of it was for the Runway Protection Zone (RPZ) for the airport. In purchasing that property for 2 purposes– Street and Airport, the original funds that were used for the purchase were street funds with a plan to reimburse the purchase through an FAA Airport grant since the most significant part of the property was for the RPZ for the airport.

After the purchase, the City was told that the entire purchase could not be reimbursed at one time through a large FAA grant and that yearly reimbursements would need to be requested as standard non-primary entitlement funds (the City typically receives \$150,000.00 annually).

Subsequently, this type of funding use was deemed not practical for the airport since it needed its yearly FAA funding for other purposes.

The transaction for the property included a cash purchase and a land swap portion. The cash portion was \$897,343.19. The land utilized in the land swap (3.9 Acres) was originally purchased by the street fund at the same time as the land swap for an average per acre cost of \$59,048.21 bringing the cost of the land to \$230,288.02. Total amount to reimburse the Street Fund from the General Fund is \$1,127,631.21.

With street funds being used and no grant reimbursement having been made, the Airport (through general fund reserves) should reimburse the street fund for this purchase (in the amount of \$1,127,631.21). City Staff recommends this course of action. These funds will be available for street infrastructure projects.

Our goal, since this was noted last year, has been to research this thoroughly and bring this to City Council before any of the remaining land was utilized for further projects and another item on this agenda is regarding the use of this property.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Dennis Birge

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a real estate contract to exchange equal property with Morrison Tract, LLC, in Kyleton Addition for the future development of a Collector street.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: May 19th, 2020
Re: Morrison Land Exchange Agreement

Staff recommends City Council approval for the Mayor and City Clerk to enter into a Land Exchange Agreement with Morrison Tract, LLC to exchange equal parcels of land to accommodate the development of a Collector Street. This agreement exchanges Lots 1, 2, and 3 (approximately 5.91 acres) of the Kyleton Addition to the City of Bentonville. Also, a portion of Lot 11 (approximately 5.64 acres) of the Eversole addition will be exchanged to the Developer.

This exchange will allow for the north/south connection between SW 14th and SW 28th with a collector width roadway that would include a trail side path. There is an existing traffic signal at this proposed intersection on SW 14th, which is a state highway; therefore, allowing for a future protected left turn at this location.

Thank you for your consideration of this request. Please contact me with any questions or comments by email (dbirge@bentonvillear.com) or phone (479-271-5964).

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this ____ day of _____, 2020, by and between **Morrison Tract, LLC**, an Arkansas corporation ("Developer") and the **City of Bentonville, Arkansas**, a municipal corporation ("City").

WHEREAS, the Developer is the owner of the real property ("Parcel 1") legally
described as:

Lots 1, 2 and 3 of the Kyleton Addition to the City of Bentonville, Arkansas, less and except certain property acquired by AHTD, as more particularly described in the attached Exhibit "A"; and

WHEREAS, the City is the owner of the real property ("Parcel 2") described as:

Portions of Lot 11 of the Eversole Addition to the City of Bentonville, one portion containing 122640.63 square feet more or less, and the other portion containing 122868.59 square feet more or less., as more particularly described in the attached Exhibit "B" and to further be described by survey and split as set forth herein; and

WHEREAS, the City and the Developer wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS. Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS. Developer and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, the Developer will convey Parcel 1 to the City and the City will convey Parcel 2 to the Developer at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. The Developer shall convey Parcel 1 to the City together with any easements or restrictions of record which do not interfere or prevent the City from utilizing it, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The City shall convey Parcel 2 to the Developer together with any easements or restrictions of record, including the covenant attached hereto as Exhibit "C", but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed.

Additionally, as consideration for this transaction, at the time of development, Developer will construct half of the roadway section as a "Local Street" classification per the Master Street Plan specification, as shown on Exhibit "D".

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, ~~except with regard to public utility and right of way dedications as part of the lot split~~ of Parcel 2 as may be required or agreed to, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

4. TESTS. The City and the Developer shall each have the right for thirty (30) days after the date of this Agreement, at each party's own expense, to undertake an environmental audit, a professional wetlands delineation, professional floodplain analysis, survey, grading and soil tests (collectively "Tests") on the Exchange Property each party is to receive. The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. Grantee Party shall have thirty (30) days after the date of this Agreement to notify Grantor Party, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded either that the Exchange Property to be received may be subject to wetlands protection under federal or state laws or regulations, or that the Exchange Property to be received is otherwise not conducive or suitable for Grantee Party's intended uses based upon the Tests. If the Exchange Property is subject to wetlands protection and/or not suitable for Grantee Party's intended use of the Exchange Property, Grantee Party will furnish Grantor Party with a certified copy of the professional's determination and copies of any relevant tests and conclusion that the Exchange Property is unsuitable. In the event Grantee Party notifies Grantor Party of the above within such thirty (30) day period, Grantee Party shall have ten (10) days from the date of notice of the test results to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement.

5. SURVEY AND LOT SPLIT, AND RESTRICTIONS ON FUTURE SPLITS. This transaction is conditioned upon completion and approval of a Lot Split for Parcel 2, in accordance with the Development Code of the City of Bentonville. Parcel 2 shall include two lots, 20' utility easement/access easement and ½ right of way dedication for a local roadway section as shown in exhibit "B". Developer and City shall share the cost equally of said lot split in order to divide Parcel 2 from the remaining City property (Lot 11, Eversole Addition to the City of Bentonville, Arkansas) and create the two lots within Parcel 2.

Developer is aware that there is a limitation on future splits (division) of Parcel 2. Developer acknowledges that it has had opportunity to make any inquiry it might desire to make about such limitation, is satisfied with the level of information obtained about such limitation, and has determined to enter into this agreement notwithstanding such limitation.

6. TITLE INSURANCE. Within twenty (20) days after the date of this Agreement, or mutual written extension, Grantee Party shall deliver to Grantor Party a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the date hereof in favor of Grantee Party for an owner's title insurance policy insuring marketability of the title to the Exchange Property in the amount of the Exchange Property's appraised value underwritten by a title insurance company acceptable to Grantee Party. The copy of the ~~Commitment shall be accompanied by a written statement of any objections to Grantor Party's~~ title to the Exchange Property as disclosed by the Commitment. Any matter not objected to by Grantee Party within such twenty (20) day period shall be deemed approved exceptions to title by Grantee Party. Prior to Closing, Grantor Party shall deliver to Grantee Party a written statement of any objections which Grantor Party could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Grantee Party's acquisition of the Exchange Property. If Grantor Party gives notice to Grantee Party of any objections which cannot be cured, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. Grantee Party shall be responsible for the expense of a title insurance policy issued on the Exchange Property to be transferred to the Grantee Party.

7. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

8. CLOSING. Closing shall occur within forty-five (45) days from the date of this Agreement.

9. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession.

10. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement.

11. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

12. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

13. NON-FOREIGN STATUS. At the date of Closing, Developer shall deliver to the City the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

14. RIGHT TO EFFECTUATE EXCHANGE. The City acknowledges that the Developer may undertake an additional Internal Revenue Code Section 1031 tax deferred exchange of their interest in all or any portion of the Exchange Property. The Developer's rights and obligations under this Agreement may be assigned to facilitate such exchange. The City agrees to cooperate with the Developer and any assignee of the Developer to enable it to qualify for such exchange; provided that such cooperation shall not require the City to incur any additional costs or liability and the City shall be able to realize all intended benefits of this Agreement.

15. ASSIGNMENT. Neither party may assign their rights or obligations under this agreement without specific consent of the other party. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

16. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Developer and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both the Developer and the City.

18. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

19. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are

merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

21. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

22. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

23. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Arkansas.

24. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

25. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

26. CITY COUNCIL APPROVAL. This offer is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council for this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
Witnesses: "City" (The City of Bentonville, Arkansas) by:

Attest:

Mayor Stephanie Orman

City Clerk

Date: _____

"Developer" (Morison Tract, LLC) by:

Date:

6/15/20

EXHIBIT "A"

Lot 1, Lot 2, and Lot 3 of Kyleton Addition as shown on Plat Record Book 2006 Page 41, and Filed for Record in the Benton County Clerk's Office, Benton County Arkansas.

LESS AND EXCEPT:

Tract No. 22

Part of Lot 2, Kyleton Addition, located in the Southwest Quarter of the Northwest Quarter, Section 12, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Commencing at a 1/2" Rebar found at the Centerwest Sixteenth Corner of said Section 12; thence along the East line of said Southwest Quarter of the Northwest Quarter, North 2°12'10" East a distance of 42.36 feet; thence North 87° 18'19" West a distance of 60.30 feet to the Northern Right of Way of Highway 12 as established by the Kyleton Addition Plat Record Book 2006 Page 41 as filed in Benton County and the POINT OF BEGINNING; thence along said Northern Right of Way, North 87°18'19" West a distance of 104.75 feet to the West line of said Lot 2 as shown on said Kyleton Addition plat; thence along said West line, North 2°12'10" East a distance of 16.00 feet to the Northern Right of Way of Highway 12 as established by AHTD Job 090251; thence along said Northern Right of Way, South 87°04'40" East a distance of 133.93 feet to the Western Right of Way of Bright Road as established by said Kyleton Addition plat, Book 2006, Page 41 as filed in Benton County; thence along said Western Right of Way of a curve 34.25 feet to the right, having a radius of 35.00 feet, the chord of which is South 64°39'35" West for a distance of 32.90 feet to the POINT OF BEGINNING and containing 0.05 acres (1,972 sq. ft.), more or less, as shown on AHTD plans, referenced as Job 090251.

ALSO LESS AND EXCEPT:

Tract No. 23

Part of Lot 1, Kyleton Addition located in the Southeast Quarter of the Northwest Quarter, Section 12, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Commencing at a 1/2" Rebar found at the Centerwest Sixteenth Corner of said Section 12; thence along the West line of said Southeast Quarter of the Northwest Quarter, North 2°12'10" East a distance of 42.36 feet; thence South 87°18'19" East a distance of 20.18 feet; thence South 87°05'28" East a distance of 39.39 feet to the Eastern Right of Way of Bright Road as established by the Kyleton Addition Plat Record 2006 Page 41 as filed in Benton County and the POINT OF BEGINNING; thence along said Eastern Right of Way on a curve 39.76 feet to the right, having a radius of 35.00 feet, the chord of which is North 54°32'49" West for a distance of 37.66 feet to the Northern Right of Way of Highway 12 as established by AHTD Job 090251; thence along said Northern Right of Way, South 87°04'40" East a distance of 181.92 feet to the East line of said Lot 1 as shown on said Kyleton Addition plat; thence along said East line, South 2°12'10" West a distance of 20.22 feet to the Northern Right of Way of Highway 12 as established by said Kyleton Addition plat, Book 2006, Page 41 as filed in Benton County; thence along said Northern Right of Way, North 87°05'28" West a distance of 150.42 feet to the POINT

OF BEGINNING and containing 0.08 acres (3,503 sq. ft.), more or less, as shown on AHTD plans,
referenced as Job 090251.
11/1/12 DWY

EXHIBIT "B"

Legal Description for a Lot Split of Lot 11 Eversole Addition a Subdivision in Bentonville,

Lot XXX Being Part of Lot 11 Eversole Addition as shown on Plat Record Book 2011 Page 437, filed for Record in the Benton County, Arkansas, Circuit Clerk's Office and more particularly described as follows.

Beginning at the Northwest Corner of said Eversole Addition.

Thence S87°59'48"E, 332.03';

Thence S02°35'55"W, 371.39';

Thence N86°57'21"W, 334.33';

Thence N02°57'34"E, 365.35' to the point of beginning.

Containing 122640.63 square feet more or less.

Lot YYY Being Part of Lot 11 Eversole Addition as shown on Plat Record Book 2011 Page 437, filed for Record in the Benton County, Arkansas, Circuit Clerk's Office and more particularly described as follows.

Beginning at the Northwest Corner of said Eversole Addition.

Thence S02°57'34"W, 365.35' to the point of beginning.

Thence S86°57'21"E, 334.33';

Thence S02°35'40"W, 95.31';

Thence S87°23'59"E, 267.87';

Thence S02°36'09"W, 157.59';

Thence N87°25'32"W, 557.19';

Thence N10°17'27"W, 203.69';

Thence N03°02'39"E, 57.19' to the point of beginning.

Containing 122868.59 square feet more or less.

EXHIBIT "C"

[COVENANT REGARDING RESTAURANT RESTRICTION]

Brenda DeShields
Circuit Clerk
Benton County, AR
Book/Pg: 2012/5342
e-Filed for Record
02/17/2012 3:30PM

BENTONVILLE, AR
Highway 12 & Highway 112
U/C: 003-0310
File #44593

Prepared by: Jennifer Gentry, Senior Counselor
After recording, return to: Barbara DiRienzo, Paralegal
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

RESTRICTIVE COVENANT

Under a Contract dated March 24, 2011, THE CITY OF BENTONVILLE ("Grantor") agreed to convey to McDONALD'S REAL ESTATE COMPANY, a Delaware corporation the nominee of McDONALD'S USA, LLC, a Delaware limited liability company ("Grantee") a parcel of real estate described on Exhibit A attached.

One of the terms of that Contract required Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that Contract, Grantor promises and declares that the property described on Exhibit B attached will not be used for restaurant purposes for a period of 20 years from the date of the recording of this document. The term "restaurant" as used therein shall apply to any type of food service establishment which serves any amount of hamburgers. Provided that any food service establishment which offers as the primary method of serving for all mealtimes, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "restaurant".

This restriction runs with the land described on Exhibits A and B and shall inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

Grantor has executed this Restrictive Covenant, this 16 day of February, 2012.

GRANTOR:
THE CITY OF BENTONVILLE

By
Its


MAYOR

STATE OF Arkansas
COUNTY OF Benton

AFFIDAVIT OF OWNERSHIP

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer or partner of the above named Grantor and as such has access to the records of the Grantor and knows of his(her) personal knowledge that the Grantor has title to all of the property described on Exhibit B attached.



[Redacted] Affiant

Subscribed and sworn to before me this 15th day of February, 2012

[Redacted]

My commission expires 5/24/2016

(Attach Exhibits A and B)

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me on Feb. 15th 2012 by Bob McCoslin its Mayer and by City of Bentonville on behalf of the corporation/partnership.

[Redacted]

My commission expires 5/24/2016

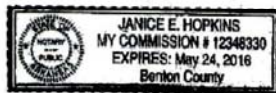


EXHIBIT "A"
LEGAL DESCRIPTION

Lot 10, of the lot split of Lots 8 & 9, Eversole Addition, to the city of Bentonville, Benton County, Arkansas, as shown on plat of record as Document No. 2011-437, plat records of Benton County, Arkansas, and being more particularly described as follows:

All of Lot 8 and a portion of Lot 9, Eversole Addition, to the city of Bentonville, Arkansas, as recorded in plat book 2011 at page 204, in the public records of Benton County, Arkansas, being described by metes and bounds as follows: Beginning at the NE corner of Lot 8, being at the South right-of-way of Southwest Regional Airport Boulevard, AKA Arkansas State Highway No. 12; thence along the East line of said Lot 8, S 02°35'52" W, crossing a found 5/8" rebar with cap (LS 1304) at a distance of 50.00 feet, crossing a found 5/8" rebar with cap (LS 1304) at a distance of 178.00 feet, and continuing for a total distance of 190.00 feet to a set 5/8" rebar with cap (LS 1304); thence along a new line, N 89°04'43" W, a distance of 331.71 feet to a set 5/8" rebar with cap (LS 1304) at the East right of way of Southwest I Street per said Plat Book 2011 at Page 120; thence along said right of way, N 02°14'14" E, crossing a found 5/8" rebar with cap (LS 1304) at a distance of 9.26 feet, and continuing for a total distance of 151.78 feet to a found 5/8" rebar with cap (LS 1304); thence continuing along said right-of-way, N 47°14'14" E, a distance of 52.37 feet to a found 5/8" rebar with cap (LS 1304) at the intersection of said right-of-way and aforementioned South right-of-way of Southwest Regional Boulevard; thence along said right-of-way, S 89°28'02" E, a distance of 295.91 feet to the point of beginning, containing 62,070 square feet or 1.42 acres, more or less.

Exhibit B

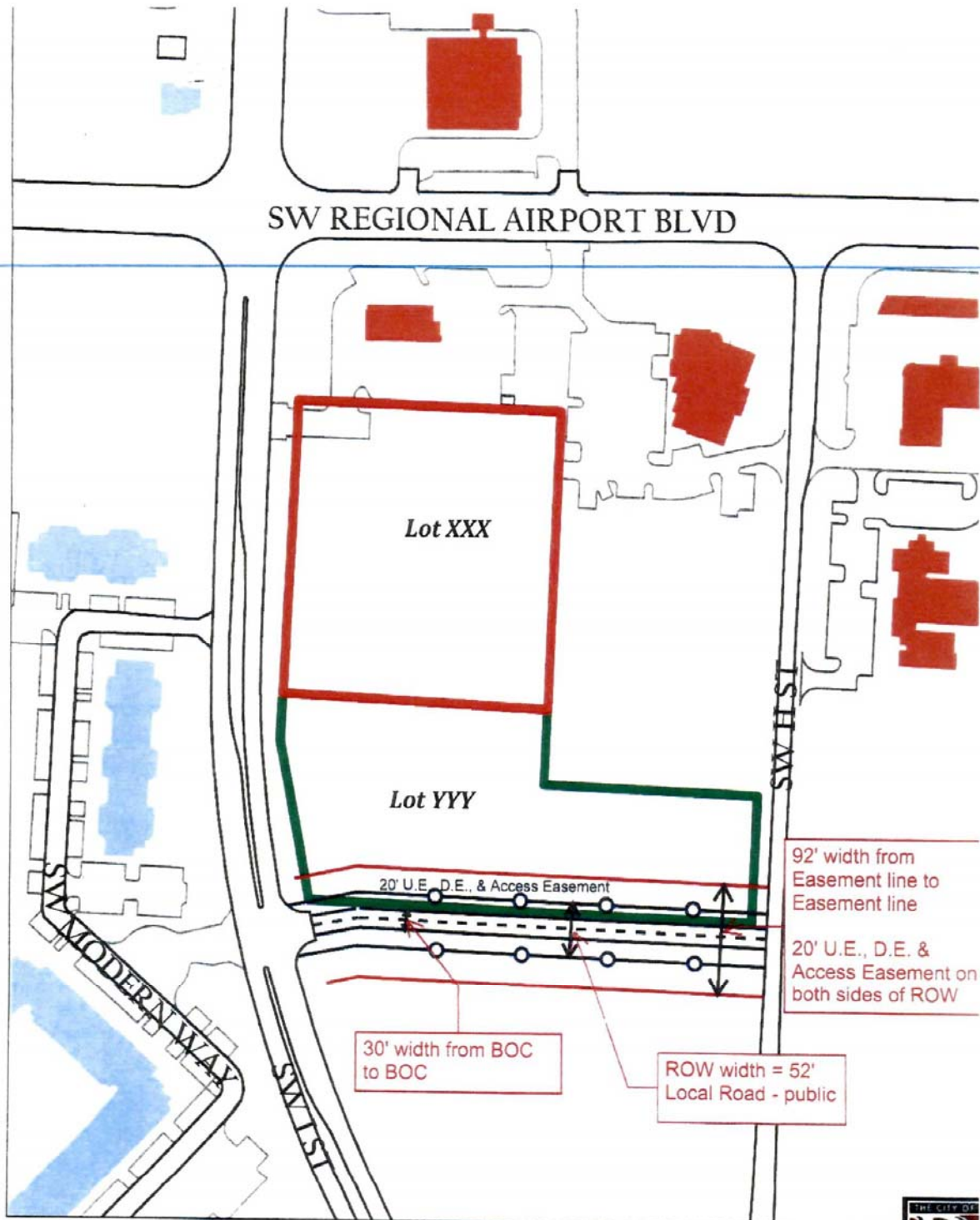
Lot 11, EVERSOLE ADDITION, to the City of Bentonville, Benton County,
Arkansas, as shown on the plat of record as Document No. 2011-437,
plat records of Benton County, Arkansas.

Tran: 181456
Total Fees: \$30.00

Benton County, AR
I certify that this instrument was Electronically filed
on 02/17/2012 3:30PM
in DEED Book 2012 Pages 5342 - 5346
Brenda DeShields-Circuit Clerk



EXHIBIT "D"
[LOT AND ROADWAY ILLUSTRATION]



1 inch = 150 feet

Proposed Lots XXX and YYY



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A REAL ESTATE CONTRACT
TO EXCHANGE PROPERTY WITH MORRISON TRACT,
LLC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Real Estate Contract to exchange property with Morrison Tract, LLC, as set forth in the Real Estate Contract 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			
X	Bid Award	Bid #	IFB-20-22
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by: **Dan Weese**

Department: **Engineering**

Phone: **271-3168**

ACTION REQUIRED:

Bid Award for the construction of McCollum Road Sidepath Phase 1 to Diamond C Construction in the amount of \$256,580.91. McCollum Road Sidepath is being funded by a \$160,000 TAP grant from Northwest Arkansas Regional Planning Commission and an additional grant up to \$181,000.00 from the Walton Family Foundation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount:

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ Bond Fund
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: Dan Weese, City Engineer
Date: Tuesday, June 9th, 2020
Re: Bid Award for ARDOT # 090479 – McCollum Road Sidepath Phase 1

Staff is seeking City Council approval allowing the Mayor and City Clerk to enter into a contract with Diamond C Construction for the ARDOT 090479 – McCollum Road Sidepath project phase 1. This project consist of approximately 1,300 linear feet concrete pathway from East Central Ave, north to Garden Trail. The bids received were as follows:

• Diamond C Construction	\$256,580.91
• Verzani Construction	\$285,729.00
• 81 Construction Group	\$338,525.00

The total construction contract amount for this project is \$256,580.91, which \$160,000.00 will be funded by a TAP grant from Northwest Arkansas Regional Planning Commission (NWARPC) and the remainder by a grant from the Walton Family Foundation (WFF).

Staff recommends approval of the bid award to Diamond C Construction and the contract as written. ARDOT has submitted a letter of concurrence supporting the bid award. A copy of this letter is attached.

Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-3168) or by email at dweese@bentonvillear.com

CEI Engineering Associates, Inc.
P.O. Box 1408
Bentonville, AR 72712
Phone: (479) 273-5472
Jacob Shy

4-Feb-20
CEI Project No. 30092



Revised Opinion of Probable Cost
McCollum Side Path
Bentonville, Arkansas

Length of Trail: 1,280 LF

Item	Quantity	Unit	Cost	Total	Diamond C		Verzani Construction		81 Construction Group	
					Cost	Total	Cost	Total	Cost	Total
1 Mobilization, Staking, Boring, Traffic Control & Insurance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 15,429.00	\$ 15,429.00	\$ 37,000.00	\$ 37,000.00	\$ 26,105.00	\$ 26,105.00
2 Erosion Control Maintenance	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,220.00	\$ 2,220.00	\$ 1,000.00	\$ 1,000.00	\$ 810.00	\$ 810.00
3 Erosion Control Maintenance	20	SY	\$ 12.00	\$ 240.00	\$ 18.65	\$ 373.00	\$ 25.00	\$ 500.00	\$ 10.00	\$ 200.00
4 Concrete Walkway	1	EA	\$ 1,440.00	\$ 1,440.00	\$ 777.00	\$ 777.00	\$ 25.00	\$ 25.00	\$ 600.00	\$ 600.00
5 Straw Wattle	1,140	LF	\$ 4.00	\$ 4,560.00	\$ 3.33	\$ 3,795.20	\$ 3.00	\$ 3,420.00	\$ 3.50	\$ 4,005.00
6 SWP-CI Big Red	30	LF	\$ 15.00	\$ 450.00	\$ 12.95	\$ 388.50	\$ 35.00	\$ 1,050.00	\$ 25.00	\$ 750.00
7 Scur Stop	16	SF	\$ 5.00	\$ 80.00	\$ 24.29	\$ 388.64	\$ 15.00	\$ 240.00	\$ 75.00	\$ 1,200.00
8 Tree Preservation Fencing	200	LF	\$ 5.00	\$ 1,000.00	\$ 3.59	\$ 718.00	\$ 5.00	\$ 1,000.00	\$ 3.00	\$ 600.00
9 Vegetative Clearance	40	LF	\$ 100.00	\$ 4,000.00	\$ 69.38	\$ 2,775.20	\$ 30.00	\$ 1,200.00	\$ 20.00	\$ 800.00
10 Rock Piling	4	EA	\$ 475.00	\$ 1,900.00	\$ 222.00	\$ 888.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 800.00
11 Block Wall Removal	430	SFF	\$ 15.00	\$ 6,450.00	\$ 17.68	\$ 7,621.40	\$ 15.00	\$ 6,450.00	\$ 10.00	\$ 4,300.00
12 Fence Removal	94	LF	\$ 7.00	\$ 658.00	\$ 27.75	\$ 2,609.50	\$ 6.00	\$ 564.00	\$ 1.00	\$ 94.00
13 6" Wood Privacy Fence	85	LF	\$ 22.00	\$ 1,870.00	\$ 27.43	\$ 2,331.55	\$ 35.00	\$ 2,975.00	\$ 35.00	\$ 2,975.00
14 Tree Removal	35	EA	\$ 1,650.00	\$ 57,750.00	\$ 277.50	\$ 9,712.50	\$ 300.00	\$ 10,500.00	\$ 800.00	\$ 28,000.00
15 Red Maple Tree	4	EA	\$ 320.00	\$ 1,280.00	\$ 402.38	\$ 1,609.52	\$ 400.00	\$ 1,600.00	\$ 750.00	\$ 3,000.00
16 Willow Relocation	5	EA	\$ 300.00	\$ 1,500.00	\$ 333.00	\$ 1,665.00	\$ 250.00	\$ 1,250.00	\$ 450.00	\$ 2,250.00
17 Spruce Relocation	6	EA	\$ 200.00	\$ 1,200.00	\$ 277.50	\$ 1,665.00	\$ 300.00	\$ 1,800.00	\$ 300.00	\$ 1,800.00
18 Gas Box Relocation	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,110.00	\$ 1,110.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
19 Gas Meter Relocation	3	EA	\$ 700.00	\$ 2,100.00	\$ 1,110.00	\$ 3,330.00	\$ 1,000.00	\$ 3,000.00	\$ 2,300.00	\$ 6,900.00
20 1.5" Gas Pipe	25	LF	\$ 50.00	\$ 1,250.00	\$ 66.50	\$ 1,662.50	\$ 15.00	\$ 375.00	\$ 35.00	\$ 875.00
21 Water Meter Relocation	3	EA	\$ 350.00	\$ 1,050.00	\$ 1,110.00	\$ 3,330.00	\$ 2,000.00	\$ 6,000.00	\$ 800.00	\$ 2,400.00
22 1" Water Pipe	15	LF	\$ 15.00	\$ 225.00	\$ 74.00	\$ 1,110.00	\$ 25.00	\$ 375.00	\$ 25.00	\$ 375.00
23 1" Water Pipe to Finished Grade	1	EA	\$ 1,300.00	\$ 1,300.00	\$ 2,775.00	\$ 2,775.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
24 Valve Box Adjustment to Finished Grade	6	EA	\$ 300.00	\$ 1,800.00	\$ 227.00	\$ 1,362.00	\$ 250.00	\$ 1,500.00	\$ 200.00	\$ 1,200.00
25 Concrete Removal	5,640	SF	\$ 2.75	\$ 15,410.00	\$ 1.45	\$ 8,178.00	\$ 3.00	\$ 16,920.00	\$ 2.00	\$ 11,280.00
26 Asphalt Removal	65	SF	\$ 2.25	\$ 146.25	\$ 3.42	\$ 222.30	\$ 20.00	\$ 1,300.00	\$ 10.00	\$ 650.00
27 Cleaning & Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,550.00	\$ 5,550.00	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00
28 Remove Topsoil	250	CY	\$ 4.00	\$ 1,000.00	\$ 14.86	\$ 3,665.00	\$ 20.00	\$ 5,000.00	\$ 18.00	\$ 4,500.00
29 Undercut & Haul Off	1,250	CY	\$ 13.50	\$ 16,875.00	\$ 14.86	\$ 18,325.00	\$ 15.00	\$ 18,750.00	\$ 18.00	\$ 22,500.00
30 Backfill	1,300	CY	\$ 13.50	\$ 17,550.00	\$ 14.52	\$ 18,876.00	\$ 20.00	\$ 26,000.00	\$ 22.00	\$ 28,600.00
31 24" RCP	2	LF	\$ 33.00	\$ 66.00	\$ 22.00	\$ 44.00	\$ 10.00	\$ 20.00	\$ 20.00	\$ 40.00
32 Concrete Trail	1,500	SY	\$ 33.00	\$ 49,500.00	\$ 37.00	\$ 55,500.00	\$ 45.00	\$ 67,500.00	\$ 40.00	\$ 60,000.00
33 4" Class 7 Base for Trail	1,650	SY	\$ 12.00	\$ 19,800.00	\$ 6.13	\$ 10,114.50	\$ 7.00	\$ 11,550.00	\$ 6.81	\$ 11,236.50
34 Concrete Block Retaining Wall	450	SFF	\$ 40.00	\$ 18,000.00	\$ 30.84	\$ 13,878.00	\$ 35.00	\$ 15,750.00	\$ 40.00	\$ 18,000.00
35 Standard Duty Concrete Paving	250	SY	\$ 35.00	\$ 8,750.00	\$ 56.17	\$ 14,042.50	\$ 45.00	\$ 11,250.00	\$ 56.00	\$ 14,000.00
36 4" Class 7 Base for Standard Duty Concrete Paving	250	SY	\$ 12.00	\$ 3,000.00	\$ 6.22	\$ 1,555.00	\$ 7.00	\$ 1,750.00	\$ 6.81	\$ 1,702.50
37 Temporary Seeding	1,000	SY	\$ 3.00	\$ 3,000.00	\$ 50.00	\$ 14,000.00	\$ 25.00	\$ 7,000.00	\$ 47.00	\$ 13,160.00
38 Permanent Bermuda Grass Sod	1,000	SY	\$ 3.00	\$ 3,000.00	\$ 50.00	\$ 14,000.00	\$ 25.00	\$ 7,000.00	\$ 47.00	\$ 13,160.00
39 Temporary Seeding	1,000	SY	\$ 1.25	\$ 1,250.00	\$ 1.34	\$ 1,340.00	\$ 2.00	\$ 2,000.00	\$ 1.50	\$ 1,500.00
40 4" Dashed Yellow Striping	1,250	LF	\$ 1.00	\$ 1,250.00	\$ 0.89	\$ 1,112.50	\$ 1.00	\$ 1,250.00	\$ 1.50	\$ 1,875.00
41 Detachable Warning Device	120	SF	\$ 30.00	\$ 3,600.00	\$ 37.00	\$ 4,440.00	\$ 15.00	\$ 1,800.00	\$ 44.00	\$ 5,280.00
42 3 Rail Wood Fence	200	LF	\$ 40.00	\$ 8,000.00	\$ 26.09	\$ 5,218.00	\$ 30.00	\$ 6,000.00	\$ 35.00	\$ 7,000.00
Total				\$ 355,354.25	\$ 226,585.91		\$ 285,729.00		\$ 333,525.00	
				Cost Per Linear Foot	\$		\$		\$	
					278.81					

Note:
This Engineer's estimate of construction costs is based on recent local area bid tabulations, industry estimating manuals and other available data. This Engineer's estimate is without the benefit of actual bidding, local contractor input, or Local City or State final design approval. The actual costs, at bid could vary substantially.



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

April 14, 2020

City of Bentonville
David Wright
1101 SW Citizens Circle
Bentonville, AR 72712

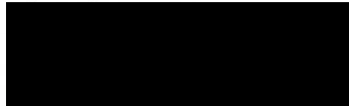
**Re: McCollum Dr. Side Path
Bentonville, Arkansas
CEI Project No. 30092**

Mr. Wright:

CEI has reviewed the bids for the McCollum Dr. Side Path, taken April 8, 2020 and find them in order.

The low bidder has been identified as Diamond C Construction in the amount of \$256,580.91. CEI recommends award of bid to Diamond C Construction.

If you have questions or concerns, please do not hesitate to call.
Respectfully submitted,



Jacob Shy
Project Manager
CEI Engineering Associates, Inc.

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

May 27, 2020

The Honorable Stephanie Orman
City of Bentonville
117 W. Central Ave.
Bentonville, AR 72712

Re: Job 090479
F.A.P. TAPF-TAPU-9036(23)
McCollum Rd. Side Path (Bentonville)
(TAP-16) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award, bid tabulations and the 1% administrative fee for the referenced project. The Department concurs in the award of the project in the amount of \$256,580.91 to the low bidder, Diamond C Construction Company, of Gentry, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. As stated in the Agreement between the City and the Department, the maximum approved Federal-aid amount for this project is \$355,000.

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Attachment K of the Agreement of Understanding) must be submitted with each Construction Certification Reimbursement Request and the Final Acceptance Report (Attachment L of the Agreement of Understanding) must be submitted at the completion of the project. The forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

Sincerely,

Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Transportation Planning and Policy
Program Management
District 9
Resident Engineer # 94
Job 090479
Mr. Jacob Shy, CEI Engineering Associates, Inc.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Budget adjustment, in the amount of \$160,000.00, to recognize revenue from a Transportation Alternatives Grant from Northwest Arkansas Regional Planning, for the McCollum Sidepath Trail.

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





Department: Parks

Date of Request: June 11, 2020

[illegible]

Justification:

Budget adjustment recognizes a grant from Northwest Arkansas Regional Planning for the construction of Phase I of the McCollum Sidepath Trail.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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



Memo



To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: 5/13/20

Re: Budget Adjustment, in the amount of \$160,000, to recognize revenue from TAP Grant for the McCollum Sidepath Trail project.

Staff is recommending Council to approve a budget adjustment, in the amount of \$160,000, to recognize a grant award from the Northwest Arkansas Planning Commission. The grant is to assist with payment for the McCollum Sidepath Trail.

The grant comes from the Transportation Alternatives Program and requires a minimum of a 20% match from the project owner, in this case the City of Bentonville. Our match comes from another grant awarded by the Walton Family Foundation. Council accepted the Walton Family Foundation grant, valued at \$181,000, on November 26, 2019.

The two grants allow City Staff to move forward with Phase I of the project. Additional grant funding will be utilized to complete the project all the way to Tiger Boulevard.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

*Grant Award
Budget Adjustment Form*



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

October 31, 2018

Mayor Bob McCaslin
City of Bentonville
117 W Central Ave
Bentonville, AR 72712

McCaslin *Sidepath*

T.P.R.

Re: McCullum Road Sidepath
FFY 2019 Transportation Alternatives Program (TAP)

Dear Mayor McCaslin:

The NWARPC met on April 4, 2018 and awarded \$160,000 to the McCullum Road Sidepath project ARDOT Job No. 090479 that brought the total federal funding to \$640,000 (\$480,000 2016 ARDOT TAP funds plus \$160,000 2019 NWARPC TAP Funds). The federal funding and required local match are shown below:

ARDOT TAP	\$480,000 (Federal) (ARDOT Job # 090479)
NWARPC TAP	\$160,000 (Federal)
City Match	<u>\$160,000</u> (20% Local)
Total	\$800,000

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2019. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2019 in order to allow sufficient time to obligate the TAP funds for this project.

Please note that TAP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Jeff Hawkins
Director

Cc: Mr. Paul Simms, ARDOT
David Wright, Parks and Recreation Director

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Transportation Alternatives Program – (TAP)

(Construction Projects Only)

FFY2019 Project Application

Section 1. Policy, Section 2. Project Requirements, Section 3. Project Selection Criteria/Scoring

Section 1. Policy

TAP Funding Background:

In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. Under current Fixing America's Surface Transportation (FAST) Act legislation, Transportation Alternative (TA) Program funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/Policy Committee (NWARPC). Availability of FFY 2019 and subsequent years funds are subject to Congressional action.

A goal of the 2040 NWA Regional Transportation Plan (2040 Plan) is to develop a more comprehensive bicycle and pedestrian network for Benton and Washington counties and expand the Heritage Trail system. This regional trail and route system would link the emerging master trail plans of the region's cities and include strategic spurs to connect employment centers, schools, retail shopping, recreational sites, parks, historic sites, and museums.

The 2040 Plan recommends maintaining a regional commitment to bicycle and pedestrian facilities, as well as encouraging cities to develop master trail plans in conjunction with the NWA Regional Bicycle and Pedestrian Master Plan.

Guidelines:

The following guidelines will be used to select construction projects for funding that are consistent with the 2040 Plan and the NWA Regional Bicycle and Pedestrian Master Plan:

1.1 Project Selection and Scoring. All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.

1.2 Minimum Project Size. The proposed project shall be a minimum of \$125,000.

TAP	\$100,000	80% Federal Share
Local Match	\$ 25,000	20% Local Match
Total Project	\$125,000	100%

1.3 Maximum Amount Per Project Sponsor. A goal is to allocate no more than 50% of the TAP funds to a project sponsor in one year. There is the understanding that funding should be equitably distributed within the Urbanized Area.

1.4 Funding of Construction Ready Projects. TAP funds will be awarded for the construction phase of a selected project. Preliminary Engineering and Final Design, Environmental, Right-of-way, and Utility Relocation is the responsibility of the applicant and must meet Federal-aid requirements.

1.5 Northwest Arkansas Regional Bicycle and Pedestrian Master Plan Projects. Project sponsors should focus on regional projects that will provide on-road and off-road trail facilities that connect to the existing and proposed trail networks as described in the 2040 Plan, NWA Regional Bicycle and Pedestrian Master Plan, and NWA Heritage Trail Plan.

1.6 Application and Deadline Requirement. All project sponsors must submit an application for funding and meet the required deadline.

1.7 Obligation of Funds. All projects awarded must meet the obligation deadline of September 30, 2019. (Note: The project will need to be through the AHTD process and submitted to FHWA by the end of August to obligate funds.)

1.8 Criteria for Project Selection. Projects will be evaluated and scored based on the four categories listed below:

- 2040 Regional Transportation Plan/Regional Bicycle and Pedestrian Master Plan
- Connectivity
- Safety
- Barriers to mobility/usability

1.9 TAP Project Application Timeline:

Call for Projects	December 1, 2017
Project Application Deadline	January 17, 2018, at 4 p.m.
Project Sponsor Presentation to TAC Committee	January 18, 2017

1.10 Federal-Aid Project Requirements. Projects are required to be designed to AASHTO and Federal Standards/Guidelines.

1.11 Federal-Aid Project Requirements. Applications for projects located in jurisdictions that include areas of the Cave Springs Direct and Indirect Recharge Area shall only be accepted in jurisdictions that have adopted Cave Springs Karst Resource Conservation Regulations.

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
Transportation Alternatives Program – (TAP)
(Construction Only)
FFY2019 Project Application

Project Sponsor Data:

Applicant: City of Bentonville Phone Number: (479) 464-7275
Contact: David Wright E-mail: dwright@bentonvillear.com
Partners: AHTD (Tap Funding)

General Project Data:

Project Title: McCollum Road Sidepath
Project Description: 4200 LF Sidepath Trail extending the length of McCollum Road
Project Purpose: This trail will connect the Tiger Trail and the Central Blvd trails, essentially creating the 3.5 mile Memorial Park Loop.
Please attach a Project Site Plan, Vicinity Map, and Proposed Cross-Section

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
NOTICE OF NONDISCRIMINATION

NWARPC DISCLAIMER: This notice is in accordance with the 2040 Northwest Arkansas Metropolitan Transportation Plan, the Federal Transportation Act (FAST Act) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation. TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers. - NWARPC NOTICE OF NONDISCRIMINATION: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Celia Scott-Silkwood, AICP, Regional Planner—EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 7-1-1 or 1-800-285-1131; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131) or the following email address: cscott-silkwood@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact Celia Scott-Silkwood. Si necesita información en otro idioma, comuníquese Celia Scott-Silkwood, 479-751-7125, cuando menos 48 horas antes de la junta.

Section 2. Project Requirements

- 2.1 Required Match/Local Support.** Project sponsors must provide a minimum of 20% local funding match for all projects. (Note: This is a reimbursable program through AHTD.)

Requested Project Funding	Percentage
TAP Funds \$ 640,000.00	80.0 %
Local Match \$ 160,000.00	20.0 % (20% - No In-kind)
Project Cost \$ 800,000.00	100 %

Attach copy of required resolution authorizing the amount of proposed local match.

Resolution number: 5-24-16E Approval date: 05/24/16

- 2.2 Planning and Public Outreach.**

2.2.1 List a local or regional plan in which the project is included:

City of Bentonville Bicycle and Pedestrian Master Plan

2.2.2 Describe any methods the project sponsor has used to involve or solicit public input on the proposed project

The need / project was identified by the public during the public input process for the Trails Master Plan. It has further been vetted and identified as a need during the Parks and Recreation Master Plan process.

- 2.3 Public Access.** The project must be open for public access.

2.3.1. Is the property currently owned by the local Jurisdiction? Yes ☒ No ☐

2.3.2 Is the project located on public right-of-way? Yes ☒ No ☐

2.3.3 Is the project located in an easement that allows for public access? Yes ☒ No ☐

- 2.4 Maintenance.** What governmental entity will be responsible for the short- and long-term project operation and maintenance?

The City of Bentonville - Parks and Recreation Department is responsible for all trails within Bentonville. This trail will fall under the supervision of this department and will be maintained to the same standard of care as all trails within our parks system, including the Razorback Greenway.

- 2.5. Link to Surface Transportation.** All projects must link to the surface transportation system. A project must have a strong link to surface transportation in order to compete for this funding. Describe how this project links to the surface transportation system.

This trail is connected to the Bentonville Trails system (see attached map). The trail will connect directly to the Tiger Trail and the Central Blvd Trail. The trail is approximately 1 mile, via the connected off-road trail system, from the Razorback Greenway.

- 2.6 Federal-Aid Project Requirements.** Has the project been designed to Federal-aid Guidelines?

PE/Environmental	Yes ☒	No ☐
Engineering/Design	Yes ☒	No ☐
ROW	Yes ☒	No ☐
Utility Relocation	Yes ☒	No ☐

- 2.7 Project Location Map(s).** Provide legible map(s) of the project location. The map(s) should be good enough to be easily-reproducible and should include the following:

- Project path. The map should clearly show where the project will be located.
- North arrow.
- Pertinent landmarks.
- If appropriate, a Legend identifying any other items on the map (i.e. existing paths or sidewalks, previous phases of the project, etc.)

- 2.8 Budget.** Provide an itemized budget.

Project Construction: \$800,000

- 2.9 **Safety.** Describe how this project will improve the safety of the transportation system. Please cite any studies that show a reduction in crash rates and/or reduction in serious and fatal injuries based on the type of project proposed. Please describe how safety will be improved for all users of the facility: pedestrians and bicyclists.

Currently, a trail exists on Tiger Boulevard, on the north end of McCollum Road, and on Central Boulevard, to the south of McCollum. This 4200ft gap is a thoroughfare to pedestrians and cyclists. The addition of this trail will close the gap by connecting these two trails. Once the sidepath trail is completed, it will be connected to the Razorback Greenway, Crystal Bridges Museum and Downtown Bentonville all through a connected trail network.

Section 3. Project Selection/Scoring Criteria

Please answer the following questions. Scores and ranking of applications will be determined by the committee.

- 3.1 2040 Metropolitan Transportation Plan. Does the project provide a future or planned extension and/or connection to the regional trail system? (Maximum of 5 points)

- 3.1.1 Northwest Arkansas Regional Bicycle and Pedestrian Master Plan(NWARBPMP) and/or Heritage Trail Plan.

Is the project shown in the NWARBPM Plan?

Yes ☒ No ☐

Is the project show in the Heritage Trail Plan?

Yes ☐ No ☒

Is the project a Catalyst project in the NWARBPM Plan?

Yes ☐ No ☒

3.1.2 Local Master Trail Plan or Local Comprehensive Plan. Is the project listed in a local Plan? (1 point) Yes ☒ No ☐

Name: Bentonville Bike and Pedestrian Master Plan Ordinance #: 07-14-A

Adoption Date: 07/14/2015

3.2 Connectivity. Does the project provide a future or planned extension and/or connection to the regional trail system? Does the project connect to other transportation modes and/or transportation facilities? (Maximum of 10 points)

3.2.1 Connection to/from a neighborhood. Yes ☒ No ☐
Name: McCollum / Trails End Distance: > 1 mile

3.2.2 Connection to/from employment retail center. Yes ☒ No ☐
Name: Walmart Distance: 1 mile

3.2.3 Connection to/from a school. Yes ☒ No ☐
Name: Apple Glen Distance: 1 mile

3.2.4 Connection to/from a community, regional, state, and/or national park. Yes ☒ No ☐
Name: Memorial Park Distance: > .5 mile

3.2.5 Trailhead Construction and facilities Yes ☒ No ☐
Name: Memorial Park

3.3 SAFETY. If applicable, does the project address an existing or potential safety problem (Maximum of 3 points)

This project is the final link to the Memorial Park Loop Trail. This loop is a 3.5 mile trail, with trailhead amenities at Memorial Park, that will keep recreation cyclists and

3.4 Barriers to Mobility/Usability. Does the project address a barrier to mobility or usability?

Does it address general ADA mobility? Does it address challenges to active transportation such as steep hills, stairs, sharp curves, intersections, etc.? Does the project enhance the user experience? (Maximum 2 points)

The 4200ft trail will be a flat, accessible trail. The design ensures that all barriers are removed to ensure the most usable trail surface possible.

Federal TAP Guidance:

<https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Resolution seeking City Council approval for the master plan for the Quilt of Parks, a plan for parks and open spaces in Downtown Bentonville.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: June 11, 2020

Re: City Council approval of a resolution approving the Master Plan for the Quilt of Parks plan.

As we discussed on June 8 Committee of the Whole Meeting, Parks and Recreation Staff has worked with citizens, business leaders, Downtown Bentonville advocates and consultants to create a master plan for parks and open spaces in Downtown Bentonville.

The plan features converting A Street, from SE 2nd Street to NE 3rd Street, into the A Street Promenade. The pedestrian thoroughfare will improve connectivity, enhance environmental function, will enough social interaction and economic development and celebrate Bentonville's history will art and landscape.

The plan also features two additional park spaces in Downtown Bentonville First, the City Hall Green will be located adjacent on SW A Street, adjacent to the future City Hall and the Downtown Activity Center. The Commons is multi-use plaza located in a current parking lot on SE 2nd Street. Park improvement plans for Dave Peel Park, Town Branch Park, Lawrence Plaza and the Downtown Square are included in the plan.

Since the development of this plan, County Judge Barry Moehring has indicated a portion of the property identified as The Commons may be needed for County purposes. This small section of the design is currently owned by the County, and implementation of that plan would accommodate County requirements, if needed.

I continue to be available for any council members who may have questions regarding the plan. If I can explain the project in further detail, please reach out. The Quilt of Parks Plan is available on our website at playbentonville.com. If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

BENTONVILLE
QUILT OF PARKS MASTER PLAN

MARCH 2020



DESIGNWORKSHOP

PREPARED FOR:
CITY OF BENTONVILLE PARK AND RECREATION DEPARTMENT
DIRECTOR: DAVID WRIGHT

PREPARED BY:
DESIGN WORKSHOP
PROJECT PRINCIPAL: KURT CULBERTSON
PROJECT MANAGER: CONNERS LADNER
PROJECT DESIGNERS: SUNG HYE PARK, DYLAN BAGNASCO, SONNY SIN, ALYSON HILL

SUBCONSULTANT:
ECOLOGICAL DESIGN GROUP

GUIDANCE
CITY OF BENTONVILLE PARK AND RECREATION DEPARTMENT STEERING COMMITTEE
DOWNTOWN BENTONVILLE INCORPORATED
WALTON FAMILY INVESTMENTS
PUBLIC INPUT FROM BENTONVILLE RESIDENTS

This document is intended for client use in presenting the master plan vision to municipal officials for approvals and in attracting the interest of investors. It will serve as the foundation for subsequent phases of the design process and will guide future development initiatives in downtown Bentonville.

» |

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DESIGNWORKSHOP ii

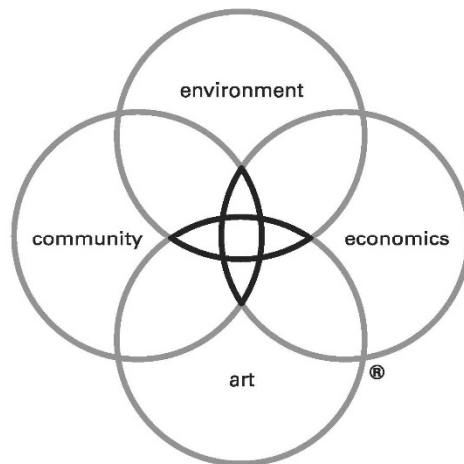


Looking north over downtown Bentonville from above City Square.

(c) []

CHAPTER 1 PROJECT OVERVIEW

Before envisioning the future of downtown Bentonville, we must understand its past. Design Workshop began the master planning process with an initial phase of research - scientific, historical, and anecdotal - that would lay the framework for our design intent. Understanding the broader ecological context and the deeper historical context would lead us to a more authentic concept of place. Awareness of previous and ongoing planning initiatives would allow us to situate ourselves appropriately to address the challenges faced by the city.



DW Legacy Design® categories of sustainability.

DW Legacy Design®

Design Workshop's Legacy Design process emphasizes a deliberate approach to sustainable design solutions that is comprehensive of four Legacy categories: Environment, Community, Art, and Economics.

Legacy Design Method

The DW Legacy Design method builds a narrative foundation for a project and then sees the various components of that narrative (i.e. dilemma, thesis, narrative principles and goals) take shape in plans.

Design Workshop captures all aspects of the design process and the foundational thinking for a project as it completes assignments. At the outset project teams define issues associated with a project and the Critical Success Factors, as defined by the client. In the initial stages of the Bentonville Oult of Parks Masterplan, the team worked with the client group to define a project Vision, a problem statement called "Dilemma" and a potential design solution, called a "Thesis". These steps help to build a strong foundational story for a project that aligns the consultant team and the client to the same principles and goals. Design Workshop employs Legacy Design metrics to ensure that a project is accountable to the principles and comprehensive Legacy Design goals articulated at the beginning of the process.

***..An innovative,
transformative
and lasting project
for the economy
and community of
Bentonville.***

Critical Success Factors

The Design Workshop consultant team identified the following Critical Success Factors for the QUILT of Parks. These factors reflect the results that must occur for the community and the client to consider the project a success. They influence goals and actions throughout the life of the project. **The QUILT of Parks Should:**

- **provide** an urban experience in a small-town setting. It must include elements attractive to young, highly educated professionals; attracting the best and brightest to Bentonville.
- **build** on a series of outdoor open spaces, where all residents come together in a safe, fun and relaxing outdoor atmosphere.
- **provide** the platform to support a diverse set of soft programmed events (both large and small) throughout the year. Parks and streetscapes should be able to accommodate great world class events, aiming to bring retail visitors and tourists downtown.
- **refine** and expand on the overall brand of Bentonville through open space improvements and utilize material design such as hardscape, planting, signage, lighting, and furnishing to do so.
- **offer** physical recommendations for both an internal downtown network and an external network that connects to local job centers and amenities.
- **create** new destinations in downtown Bentonville that inspire visitors of all ages to visit and enjoy the downtown.
- **leave** a legacy for future generations.
- **engage** the downtown and surrounding community in a citizen-driven design.
- **stay** on schedule and budget.
- **provide** an implementation plan that includes priorities, sequencing and funding/leveraging opportunities.
- **explore** public art opportunities as part of an overall plan.
- **preserve** existing site amenities that are beloved by the community and/or client.
- **suggest** design parameters for nearby neighbors.
- **include** recommendations for innovation in sustainability.

Project Dilemma

The City of Bentonville has experienced rapid growth in the last three decades – between 1990 and 2010, the population increased by 313% and reached 35,300. According to the Downtown Bentonville Master Plan, population is expected to grow to 62,000 by 2050. As the biggest employer, Walmart has attracted in-state, out-of-state and international talent, increasing the demographic diversity in the downtown. Additionally, a new Walmart campus is currently in the works, and will contribute to the local community culturally and socio-economically. How do we provide a rich urban experience for the incoming professionals without sacrificing Bentonville's existing small-town character? How do we make our masterplan function and adapt to this fast-growing and changing population?

- With the rapidly increasing economic sector, the QUILT of Parks has an opportunity to support and connect all portions of the growing businesses. How do we best support the economic growth of Bentonville? What programming and transportation infrastructure is needed to best back growing businesses?
- Bentonville has high class existing greenways and ambitious plans in the works. How do we connect into these assets? Specifically, how do we connect to the Grand Loop, Razor Back Trail, and the new Walmart campus? Where are the prime opportunities for connections and entrances?
- How do we extend and apply the downtown character to our QUILT of Parks? How would these wayfinding/signage/public art/street furniture/mural/vertical green/rooftop green elements work in the extensive previous design effort?
- The QUILT has the potential to become the icon of Bentonville's parks network. How do we create a brand that supports a small-town, local identity and serves world-class outdoor events?
- How do we incorporate environmental and sustainable best practices?
- How do we increase walkability in the project scope and reinstate it to be stressed in other/later projects as principle?

Project Thesis

Bentonville's QUILT of Parks' ability to create a vibrant urban experience in a quiet small-town is essential to the success of this project. The masterplan must function at a network level and be seamlessly connected within the larger local and regional context. The masterplan will re-imagine existing open spaces, greenways and streetscapes to elevate the current experience of downtown from one that is appealing to local residents to an exciting place for a highly educated incoming population. Place making, branding and safe transportation planning will inform / guide the design approach of this project to establish innovative and integrated systems. This park will be an innovative, transformative and lasting project for the economy and community of Bentonville.

- The masterplan will prioritize place making and city-wide connectivity, and these aspects will inform the planning, design and construction recommendations – from proposed program elements to plant selection.
- Tying into existing local assets and adjacent new developments will increase visitation and sense of place in the downtown area.
- Designing for both an individual greenspace and the overall QUILT will increase the sense of identity throughout the park system and improve the overall experience of the QUILT.
- Tying into surrounding greenspaces will promote visitation from regional community members and increase a sense of regional pride.
- Provide a variety of recreational, environmental and event-based opportunities for all members of the community.
- Designing for persons of all ages and abilities will increase the inclusivity of park design and improve the overall success of the QUILT.

Narrative Principles

Environment

- Tree canopies greatly lower air / surface temperatures, making streets more comfortable and walkable during the daytime.
- Incorporating open spaces / plantings can increase biodiversity and habitat for essential insects, animals and birds.
- Incorporating storm-water management principles into design can mitigate impacts of flooding while increasing aesthetic capital of a project.
- Planting diversity will give users a stronger connection to nature and locality through the system.

Economics

- Increasing walkability can increase foot traffic in the downtown areas and promote sales within stores.
- Beautiful greenspaces increase property values adjacent to the parks and throughout downtown.
- Unique, connected, functional park systems can increase local and regional tourism.
- A well designed and properly functioning stormwater system will decrease the City's financial burden on infrastructure costs and decrease the likelihood of flood damage as impermeable surface increases.
- Incorporation of cutting-edge stormwater and other green building best practices can reduce the dependence on local resources. Native landscapes, once established, can reduce overall water use costs.
- Park Programming and programmable spaces such as kiosks and outdoor event spaces will bring revenue to the City and can offset some maintenance costs.
- Creating flexible spaces that can shift with the wants / needs of the community are more likely to succeed in the long run.

Community

- Creating an iconic, exciting, multi-purpose park system will help attract the best and the brightest to Bentonville's community, while retaining existing social capital.
- Retaining a small-town feel will help retain the existing character and uniqueness of Bentonville and offers more branding opportunities.
- Connecting new parks / trails into existing assets will improve overall connectivity / transportation.
- Parks with diverse programs / experiences are more likely to attract local and regional visitors to the park.
- Street trees can decrease traffic speeds and increased pedestrian safety.
- Plans that are supported by the community and its leaders are more likely to be implemented and successful.
- Public spaces that are flexible and can accommodate diverse events and activities are more likely to be successful and embraced by a community.
- Pedestrian trails add high-value recreation and transportation alternatives to communities and also increase overall quality of life and property values.

Art

- Including ephemeral / local art throughout the site establishes unique character to the individual pieces of the QUILT.
- Building iconic features establishes city-wide landmarks and can be excellent marketing material on social media.
- Materials, design details and iconic features are an excellent way to tie into the local history and character of the community.
- Using similar design motifs and details throughout the QUILT will create a cohesive sense of place throughout the network.
- Art pieces can be used as wayfinding throughout the QUILT.

DESIGNWORKSHOP 8

HISTORY OF HUMANS IN BENTONVILLE

PRE-HISTORY & FIRST NATIONS

1350 BC - People arrive to the area during the Pleistocene, but little is known about them.

The Paleo Indian peoples, as archeologists call them, enter the area of Arkansas in groups of less than 50, settling in small communities. They find plentiful chert suitable for hunting tools.



Quartz tools. Photo courtesy of the Arkansas Archeological Survey.

Native Americans in Arkansas adapt to the warming environment. Communities grow and their diets include more cultivated plants and nuts.

As the megafauna of the Pleistocene disappear, native peoples pursue deer, elk and other smaller mammals for their meat and hides.

By **600 BC**, pottery is being used for cooking and storage of grain, nuts and seeds.

The bow and arrow becomes a widely used hunting tool by the end of the Hooover era, around **500 AD**.

Mound-building practices abound during this period.

The Mississippi era, beginning around **900 AD**, is characterized by further developments in farming and trade.

The Parkin site, now a state park, shows a settlement of several mounds and dozens of houses. Some scholars believe it to be the city of Casqui, identified in accounts from Hernando de Soto's party.

The primary tribes of Arkansas at this time include Cherokee, Quapaw, Choctaw, Osage, Shawnee, Caddo and Delaware.



Head pots are found almost exclusively in northern Arkansas. They are associated with the Late Mississippian Period to the time of European contact, dating about **1400 to 1700**.

EARLY EUROPEAN SETTLERS

1541 - Hernando De Soto makes contact with native American peoples in present-day Arkansas.



Hernando De Soto. Photo courtesy of the Library of Congress.

1673 - Another European expedition arrives in Arkansas. Father Jacques Marquette, a Jesuit missionary, leads a French expedition, encountering primarily Quapaw peoples. The Europeans spread disease and disrupt regional political structures.

1700 - Father Nicolas Foucquet arrives on a missionary expedition.

1700s - Throughout the eighteenth century, the vast majority of the population of Arkansas is engaged in hunting for the fur and skin trade. The French and the Quapaw hunt and trade for

beaver oil, tallow, buffalo meat, and skins and ship them to New Orleans.

1803 - France and the United States sign the treaty for the Louisiana Purchase.

1812 - War of 1812

European settlers flock to Arkansas due, in part, to land grants given to veterans of the war.

Cotton, wheat, oats, and tobacco begin to become important economic crops.

STATEHOOD

1836 - Arkansas is granted statehood and Benton County is established.

1838 - During the Trail of Tears, thousands of Cherokee are marched through Benton County upon removal from Georgia.

Mid 1800s - The slave population in Arkansas rises from twenty percent to twenty-six percent, still well below the fifty-five percent for the South as a whole. This is largely due to many landowners being subsistence farmers.

WAR AND RECONSTRUCTION

1861-1865 - Civil War. Bentonville is occupied by both Confederate and Union forces throughout the war.

1862 - Battle of Pea Ridge. Union victory 12 miles northeast of Bentonville.



On the Battery. By Andy Thomas. Courtesy of the National Park Service.

1880s - Reconstruction. Many of Bentonville's new historic buildings are erected during

this period. City Square serves as a livestock watering hole.

The road expands on of railroads following the Civil War provides the single most important force for change in the nation and in Arkansas during the Gilded Age.



City Square circa 1902. Courtesy of the Benton County Historical Society. (Benton County Historical Society: 18-83-176-127)

20TH CENTURY

1900 - 40,000 acres of fruit orchards as far as the eye can see to the south and west of town. Benton county leads the nation in production of apples.

1901 - Population 2,000

1908 - 25 maple and Elm trees are planted around downtown square. Hitching racks are removed and concrete is installed.

1908 - The Daughters of the Confederacy erect a monument to confederate veterans in the center of downtown.



Downtown Bentonville. Courtesy of the City of Bentonville.

1914 - 1918 - World War I. Bentonville Interurban train line begins

Industry shifts from fruit to poultry and dairy, which remain important to the region.



Original Walton's 5 & 10. Photo by Bobbi H. Galt.

1951 - Walton's 5 & 10 Variety store opens

1939-1945 - World War II. County courthouse serves as an artillery assemblage

1962 - The historic Opera House is demolished and replaced by the Bank of Bentonville.

1990s - Population increase, partially driven by fortune 500 employers such as Walmart, Tyson Foods, J.B. Hunt Transportation Services in the region.

21ST CENTURY

2010 - The city has a population of 35,301



Crystal Bridges Museum by Heide Jorlin. Courtesy of CrystalBridges.org

2011 - Crystal Bridges Museum of American Art Opens

2017 - The city has a population of 49,293

Encyclopedia of Arkansas
Arkansas.com

DOWNTOWN BENTONVILLE TODAY



Downtown Bentonville at night

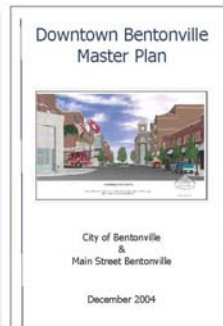
Much of Bentonville's downtown core has maintained its charm. Historic buildings, red brick sidewalks and classic fixtures and furnishings add to this feel. While it is beloved by its population, the downtown requires planning if it is to continue to thrive in the face of continued population growth and demographic change.

DESIGNWORKSHOP

RELEVANT /CONCURRENT STUDIES



Bentonville Parks Guide



2004 Downtown Bentonville Master Plan



2009 Bentonville Bike Routes Map



Trails & Pathways Map

Bentonville continues to make many efforts to ensure high quality of life for future generations. Pictured here are several previous and concurrent initiatives involving the city's trails, parks, open space, and downtown, which provide key references for the Quilt of Parks Master Plan.



2013 Downtown Bentonville Master Plan Report
6 | P a g e



2014 Northwest Arkansas Open Space Plan



2017 Bentonville Parks & Recreation Plan



2018 Bentonville Community Plan

PROJECT VISION



People enjoying Design Workshop's Midtown Park in Houston, TX.

Establish a sequence of public spaces appealing to a wide variety of residents and visitors.

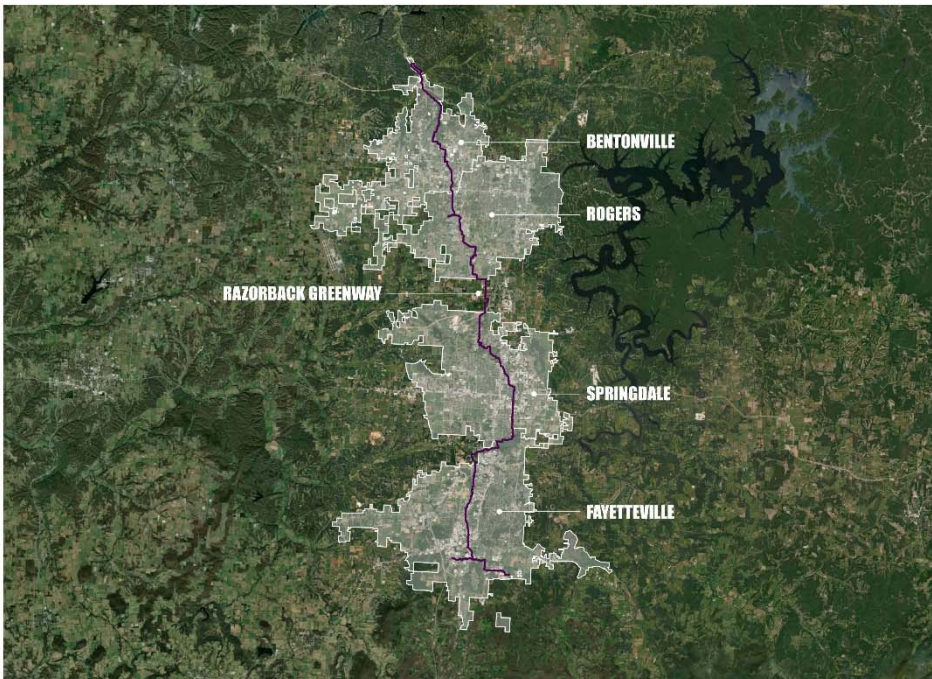
Engage with a myriad of experiences in a safe, social, and exciting atmosphere.

All updated green spaces included in the Cult of Parks are envisioned to connect with a series of highly walkable streetscape environments that extend the park setting throughout the downtown core of Bentonville.

Implementation of the plan will result in a legacy project for current and future Bentonville generations.

DESIGNWORKSHOP

REGIONAL CONTEXT



© Project Greenway

Northwest Arkansas is home to several historic small cities in close proximity to Bentonville that form an urban region. Fayetteville lies to the south. Bentonville to the north, and between them are Springdale and Rogers. All are traversed by the Northwest Arkansas Razorback Regional Greenway, a 27.6-mile shared-use path originally envisioned by the Northwest Arkansas Regional Planning Commission that provides recreational opportunity and serves as a connector for 6 downtowns, 23 schools, 1 college campus, 3 hospitals, 3 corporate headquarters, arts and entertainment venues such as Crystal Bridges Museum of American Art, historic and archeological sites, parks and playgrounds, residential communities, and retail destinations. The Walton Family Foundation and the cities of Northwest Arkansas funded project planning and design, and the greenway has become a driver of development, a beloved regional amenity, and a recreational attraction.





A typical Ozark scene: a bottomland cleared for hay fields between low, rugged hills.

Ozark Highlands

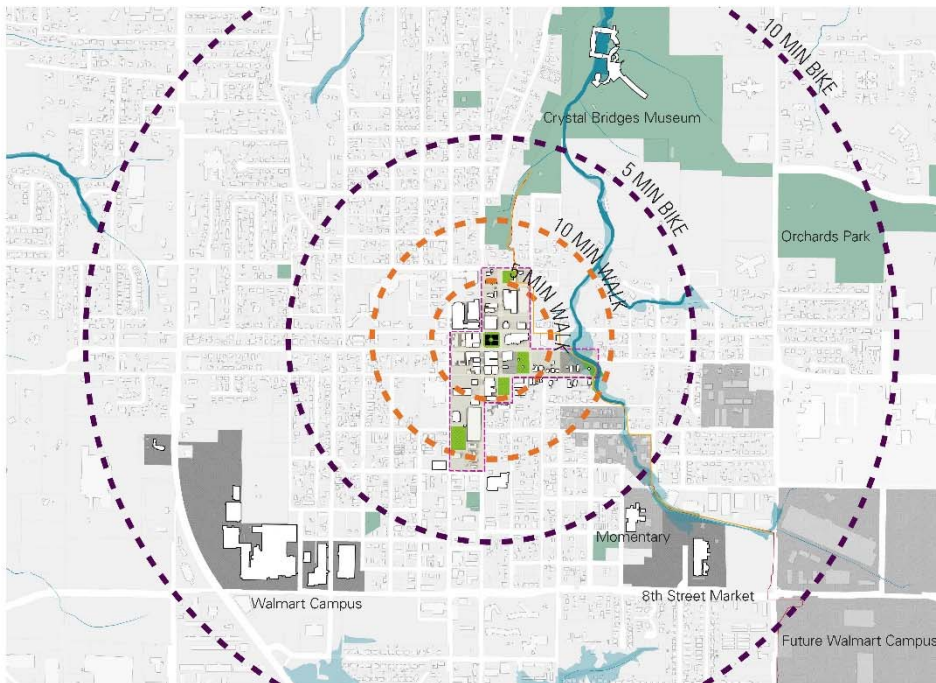
Bentonville lies in the Springfield Plateau, Level IV Ecoregion 39a within the Level III Ozark Highlands. The plateau is underlain by cherty limestone of the Mississippian Boone Formation; it is relatively flat to rolling, and less rugged and wooded than surrounding ecoregions. Karst features, such as sinkholes and caves, are common. Cold, perennial, spring-fed streams occur. Upland potential natural vegetation is primarily oak-hickory and also oak-hickory-pine forests; savannas and tallgrass prairies also occurred and were maintained by fire.

Today, most of the forest and almost all of the prairie have been replaced by agriculture or expanding residential areas. Poultry, cattle, and hog farming are primary land uses; pasture land and hayland are common. The region is a total of 4,110 square miles, with 66% in Missouri, 23% in Arkansas, 11% in Oklahoma, and the remainder (53 square miles) in Kansas (United States Environmental Protection Agency).



DESIGNWORKSHOP

IMMEDIATE CONTEXT



13 | Project Overview



Several popular destinations lie within walking and biking distance of downtown. Among them are the Crystal Bridges Museum of American Art, 8th Street Market, the current and future Walmart campuses, and over 10 public parks. The Quilt of Parks will aim to identify key connectors, create gateways, and stitch the central park spaces into one cohesive urban amenity.



Crystal Bridges Museum of American Art

Crystal Bridges was founded in 2005 by philanthropist and arts patron Alice Walton as a nonprofit charitable organization. The museum opened to the public in November 2011.

DESIGNWORKSHOP 11

DOWNTOWN CONTEXT



12 | Project Overview



Streetscape outside 21c Museum and Hotel

Located just northeast of City Square, the 21c Museum is a boutique hotel and contemporary art museum.

DESIGNWORKSHOP 11



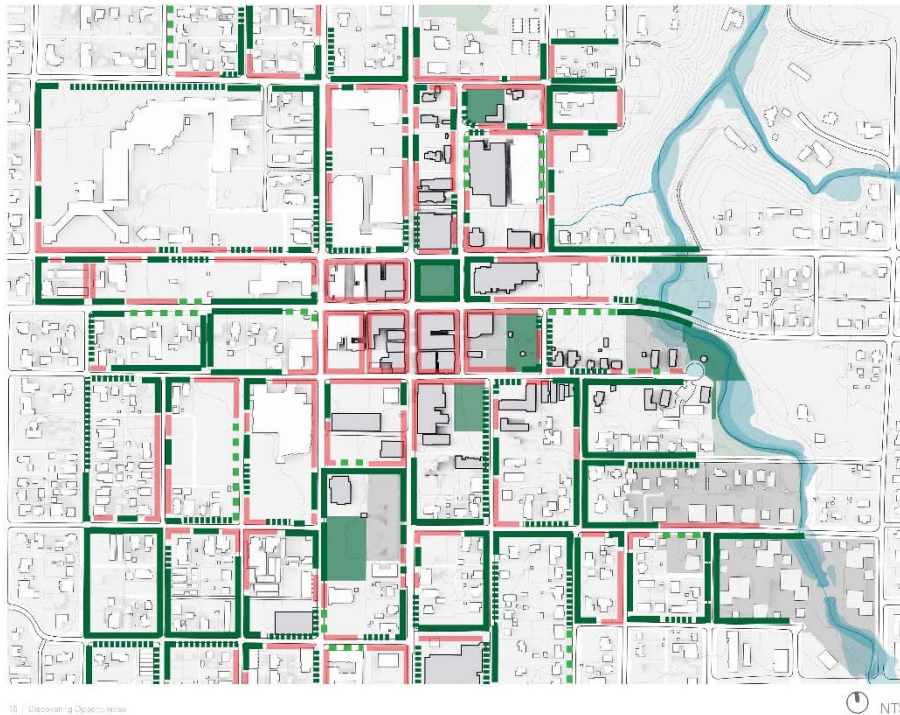
Wheaton Downtown Streetscape Plan by Design Workshop, Wheaton, IL

14 |

CHAPTER 2 DISCOVERING OPPORTUNITIES

The second phase of the project involved a more site-specific analysis of existing conditions. Design Workshop mapped existing spatial qualities relevant to our project goals, including such factors as urban tree canopy, sidewalk connectivity, and lighting. This exercise would inevitably reveal more questions to pursue and more design choices to make.

URBAN TREE CANOPY





NE A Street looking south



E Central Street

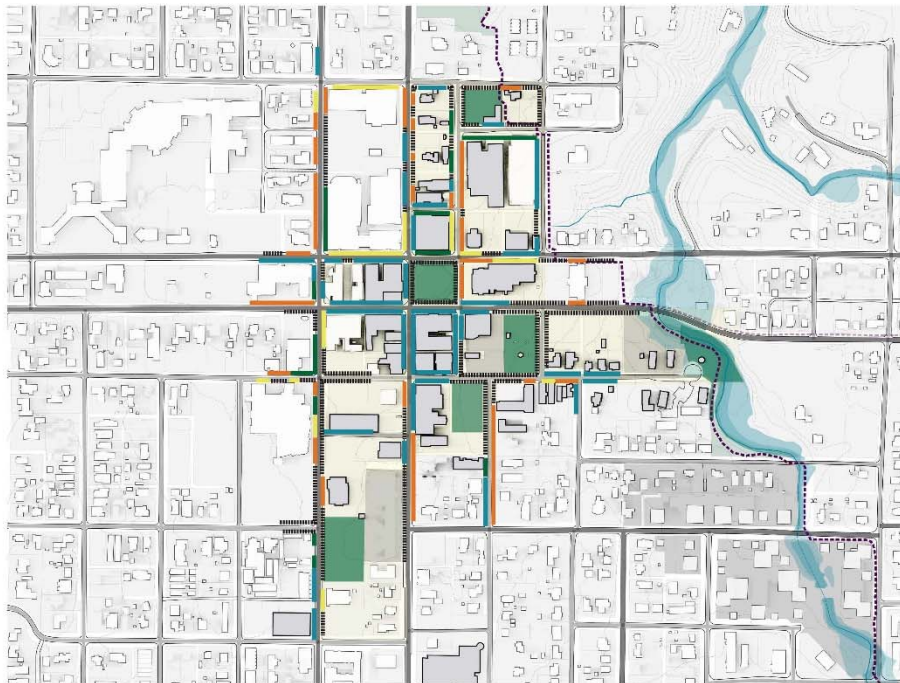


Courthouse from City Square

The downtown tree canopy is fragmented and irregular. Some streets have dense mature trees while other streets are more bare. In addition to the reduced environmental and economic benefits, this also deters walking and disrupts overall urban connectivity.

DESIGNWORKSHOP 17

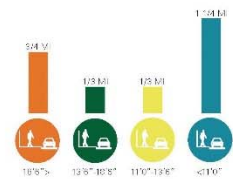
SIDEWALK WIDTHS



18 | Discovering Communities

NTS

Sidewalk width can impact walkability and success of retail development, as well as pedestrian safety and comfort. In downtown Bentonville, several different sidewalk conditions exist. Within a few blocks, one might travel on sidewalks ranging from five to fifteen feet. With project goals that include increased comfort and connectivity, the quality of sidewalks and amenity spaces are a crucial part of the Quilt of Parks vision.





SE 2nd Street



SE 2nd Street

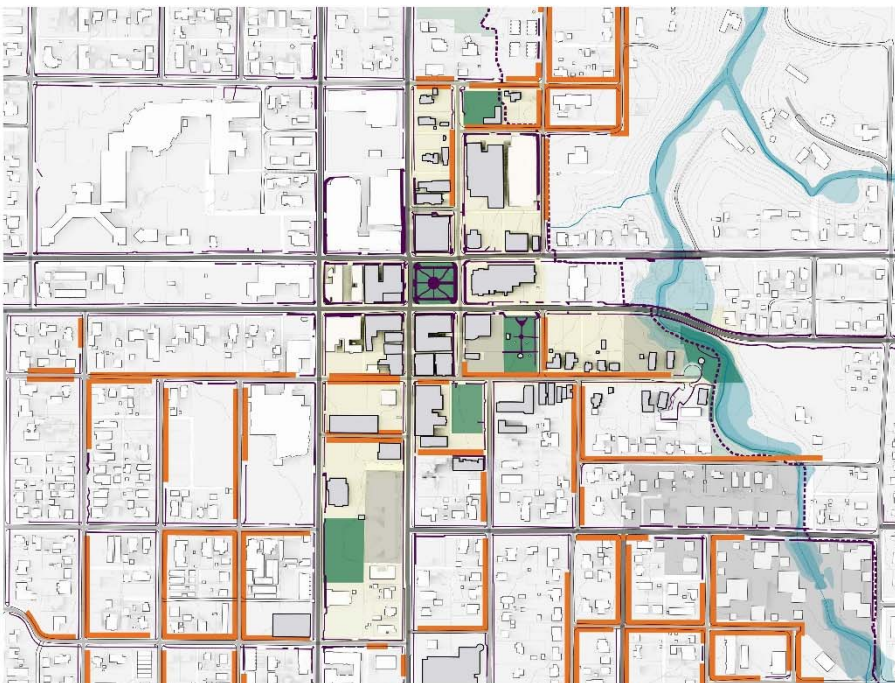


NE A Street outside Z1C Museum

Some streets in downtown have been more recently redeveloped, resulting in wider sidewalks and more planting space, as seen outside the Z1C museum on NE A Street (far right image). Others streets provide only the most basic pedestrian amenities and will need far more attention if they are to provide the same economic, social, and environmental benefits to the public.

DESIGNWORKSHOP 16

SIDEWALK CONNECTIVITY



20 | Discovering Opportunities

NTS

Aside from sidewalk width, the team also analyzed overall sidewalk connectivity. In order to stitch together a Quilt of Parks, strong pedestrian connectivity is an important element. As it exists currently, there are gaps in the sidewalks that deter people from walking downtown.

Existing Sidewalk ———
No Sidewalk ———



NE A Street



City Square

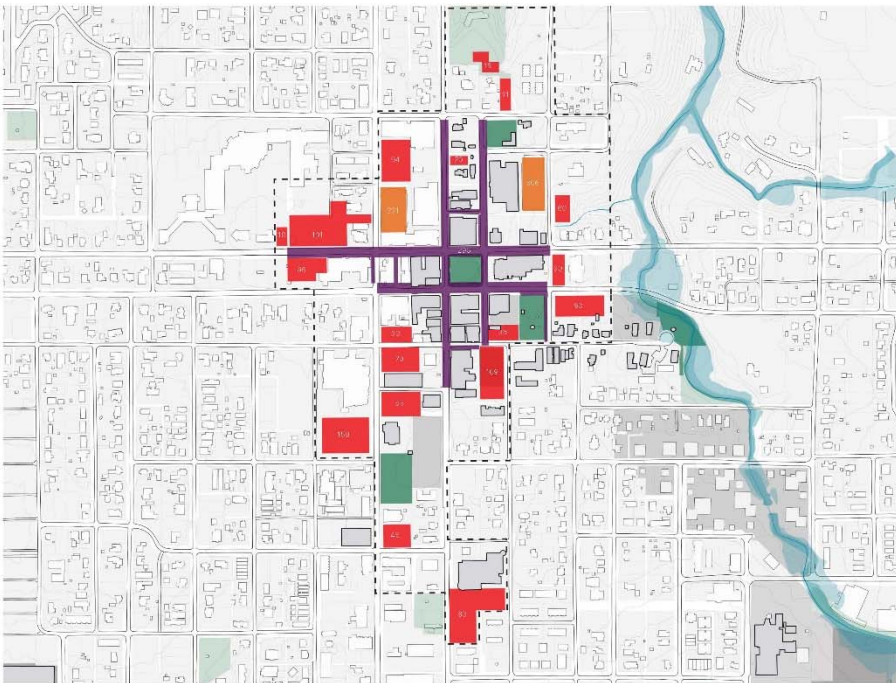


City Square

Surrounding the city square and adjacent streets, sidewalk connectivity is strong. Within a few blocks, however, conditions begin to vary.

DESIGNWORKSHOP 11

PARKING



22 | Discovering Opportunities

NTS

One of the concerns facing the community was free parking downtown. It became apparent through mapping that sufficient parking is available but will require improved signage, including digital applications that other cities have adopted.





SE A Street



NE A Street

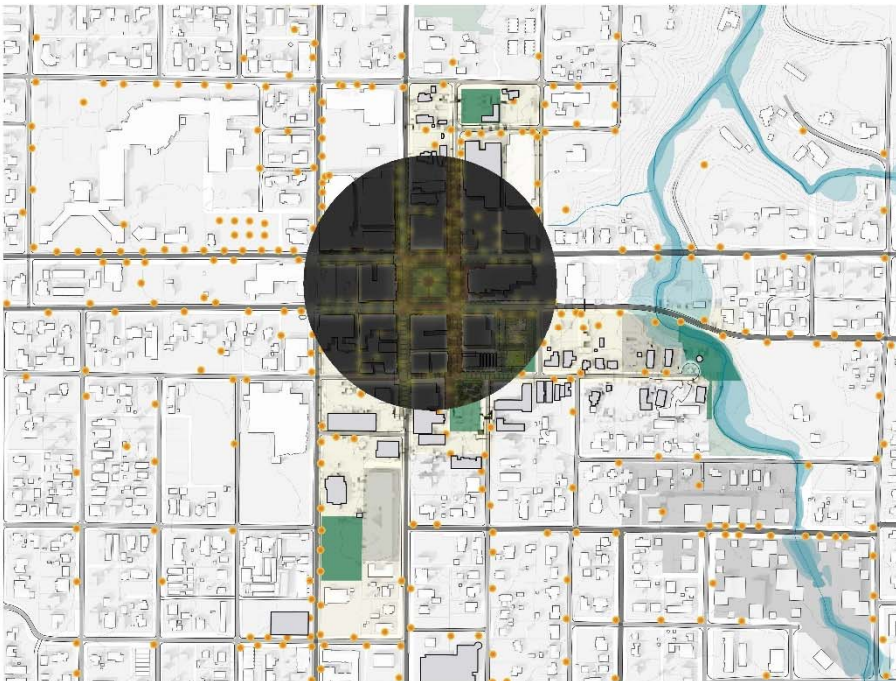


Main Street

Surrounding the city square and adjacent streets, sidewalk connectivity is strong. Within a few blocks, however, conditions begin to vary.

DESIGNWORKSHOP 33

STREET LIGHTING



21 | Discovering Opportunities

NTS

Street lighting is an often overlooked component of successful streetscape environments that encourage walkability and commercial activity. While good street lighting typically requires a variety of lighting types, this analysis focused on overhead fixtures as these are the foundation for any streetscape lighting plan.



City Square



City Square

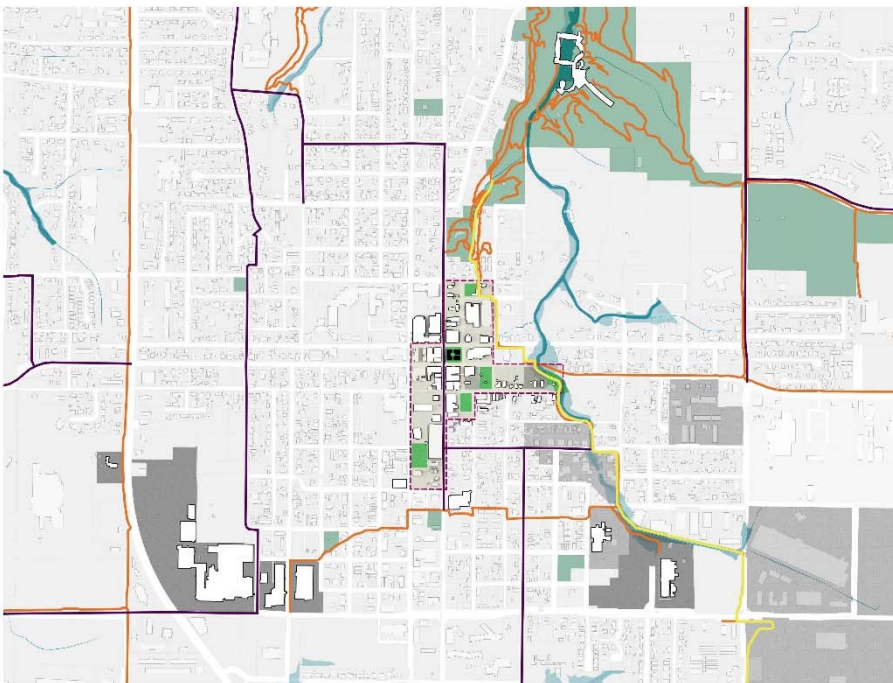


City Square

Existing lighting conditions create a historic, small town feel in downtown. Traditional street light fixtures are used, and buildings in the square are wrapped with light strings. Nearly all of the street lamps in the study area are high pressure sodium fixtures, which renders the light an amber glow and reduces the quality of lighting. A switch to LED fixtures would dramatically improve the color rendering from these light sources.

DESIGNWORKSHOP

TRAIL ANALYSIS



20 | Discovering Opportunities

NTS

One of Bentonville's biggest amenities is its trail access. Mixed-use trails and bike trails weave through the town and the Razorback Greenway, seen here in yellow, skirts the historic downtown, connecting to the urban wilderness and Crystal Bridges Museum. The greenway will also provide a direct route between downtown and the new Walmart Campus.

Razorback Greenway
Shared Roadway
Shared Use Trail



Razaback Greenway



Corrington Gardens



E Central Avenue

Quality trails continue to attract tourists and new residents to Bentonville. As part of the new master plan, it is important to complement the trails and connect to them properly.

DESIGNWORKSHOP 36

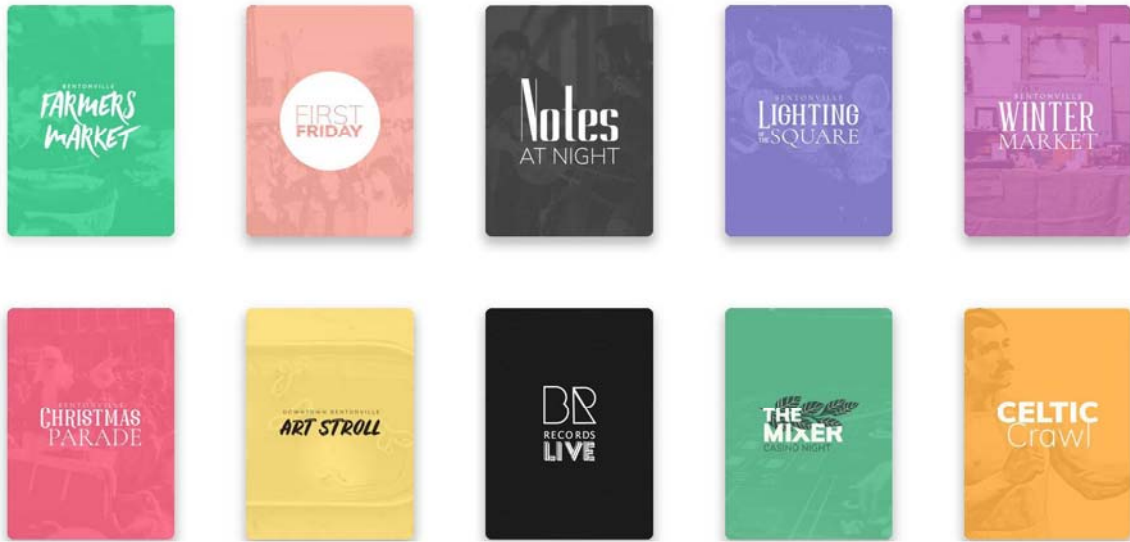
DOWNTOWN EVENTS



Design Workshop's Festival Park—Castle Rock, CO

36 | Discovering Opportunities

A myriad of events take place in Bentonville's historic downtown. The urban core must continue to provide a platform for gathering and celebration, from farmers markets to film festivals. Currently, space and festival infrastructure is limited. The master plan endeavors to increase and improve available event space within parks and streetscapes as an economic and cultural amenity.



Events in Downtown Bentonville

DESIGNWORKSHOP 25



Public workshop attendees play the chip game, during which they design downtown parks.

30 |

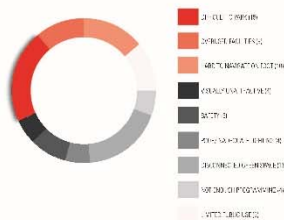
CHAPTER 3 A COLLABORATIVE PROCESS

It is imperative in every urban masterplan to involve the people who will be living within the design. These people have a vested interest in improving their surroundings and each comes to the table with their own point of view and goals for the project. The process is most productive when people are presented with design choices and have an opportunity to hear one another and to be heard.

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GAUGING PUBLIC OPINION

"What are the **MOST PRESSING ISSUES** facing downtown Bentonville?"

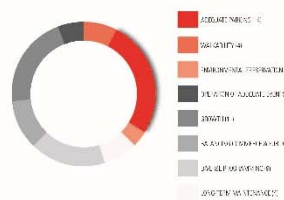


"What do you **LIKE MOST** about the current parks and should downtown?"



Design Workshop uses live polling software with keypads to collect data at public workshops. Participants were asked to respond to a series of multiple choice questions regarding their perceptions of downtown Bentonville and their desired improvements. The output of the workshops was then analyzed and used to develop the design recommendations for the Quilt of Parks Master Plan.

"What are the **BIGGEST CHALLENGES** facing downtown Bentonville?"



"What are your **TOP GOALS** for downtown Bentonville?"



"Considering desired **IMPROVEMENTS**, what would you like to see?"





David Wright, director of Bentonville's Parks and Recreation Department, addresses the community during a public workshop.

From the input received in the keypad polling and other stakeholder outreach, a number of key challenges and opportunities became apparent.

CHALLENGES

- PARKING ACCESS & AWARENESS
- DESIGNING FOR FLEXIBILITY
- WALKABILITY
- PEDESTRIAN SAFETY
- OPEN SPACE
- SHADE
- BRANDING & IDENTITY
- CONNECTIVITY

OPPORTUNITIES

- ESTABLISHED TRAIL SYSTEM
- STRONG HISTORY
- SMALL TOWN CHARACTER
- NEW DEVELOPMENTS
- DEMOGRAPHIC CHANGE
- NEW TECHNOLOGIES
- PEDESTRIAN-ONLY SPACES

DESIGNWORKSHOP

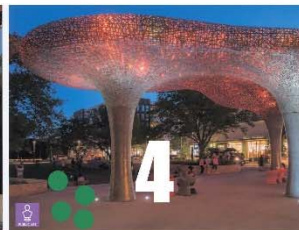
GAUGING PUBLIC OPINION



WATER FEATURE



PERFORMANCE STAGE



PUBLIC ART



ENTRY SIGNAGE



SITE SIGNAGE



AMPHITHEATER

In addition to the keypad polling, the public workshops provided an opportunity for participants to share their preferences for various landscape design features. Each person was given three stickers and asked to place them on the landscape improvements that most represented their personal vision for the Quilt of Parks. The findings varied, with general trends indicating a desire for performance space, safety, environmental health, and public art.

Can you see you and your family in these spaces?
We want your opinion!

QUILT OF PARKS, BENTONVILLE, AR

DESIGNWORKSHOP
SEPTEMBER 16, 2019



Workshop participants play the chip game

Participants in the public workshops also shared design input through the Chip Game, an interactive activity that allows participants to make the same types of land use decisions as the design team. Working in groups, participants placed chips representing a variety of program options on a base map of the study area. The game serves several purposes, showing the design team how people would choose to design their parks and showing the participants that they must make difficult trade-offs that prioritize certain amenities while forgoing others for lack of space or resources.

DESIGNWORKSHOP

GAUGING PUBLIC OPINION

MY VISION FOR THE QUILT OF PARKS IS... Vision for Parks in Bentonville ☺	MY VISION FOR THE QUILT OF PARKS IS... More events in parks and off square itself	MY VISION FOR THE QUILT OF PARKS IS... Inclusion and Accessibility for residents with disabilities. Parks that cultivate a love for our neighbors with diverse needs.	MY VISION FOR THE QUILT OF PARKS IS... BIKE RACKS EASE OF ACCESS
MY VISION FOR THE QUILT OF PARKS IS... Parks that represent the mix of diversity & cultures of Bentonville residents.	MY VISION FOR THE QUILT OF PARKS IS... peacefull, playfull beautiful	MY VISION FOR THE QUILT OF PARKS IS... Access trails opportunities	MY VISION FOR THE QUILT OF PARKS IS... Personal Chess Game Tables
MY VISION FOR THE QUILT OF PARKS IS... Connection of the downtown greenspace More programming in the parks	MY VISION FOR THE QUILT OF PARKS IS... Place where a VARIETY OF EVENTS AND COMMUNITY GATHERINGS CAN BE ENJOYED BY CHILDREN AND BUSINESSES.	MY VISION FOR THE QUILT OF PARKS IS... Inclusive, for Families, Flexible, programmable spaces	MY VISION FOR THE QUILT OF PARKS IS... A Place for family and community.

When asked to write a short statement describing their vision for the Quilt of Parks, people responded in very different ways, reinforcing how important it is to represent the city with a comprehensive vision that represents the full spectrum of perspectives on what the Quilt of Parks can be.

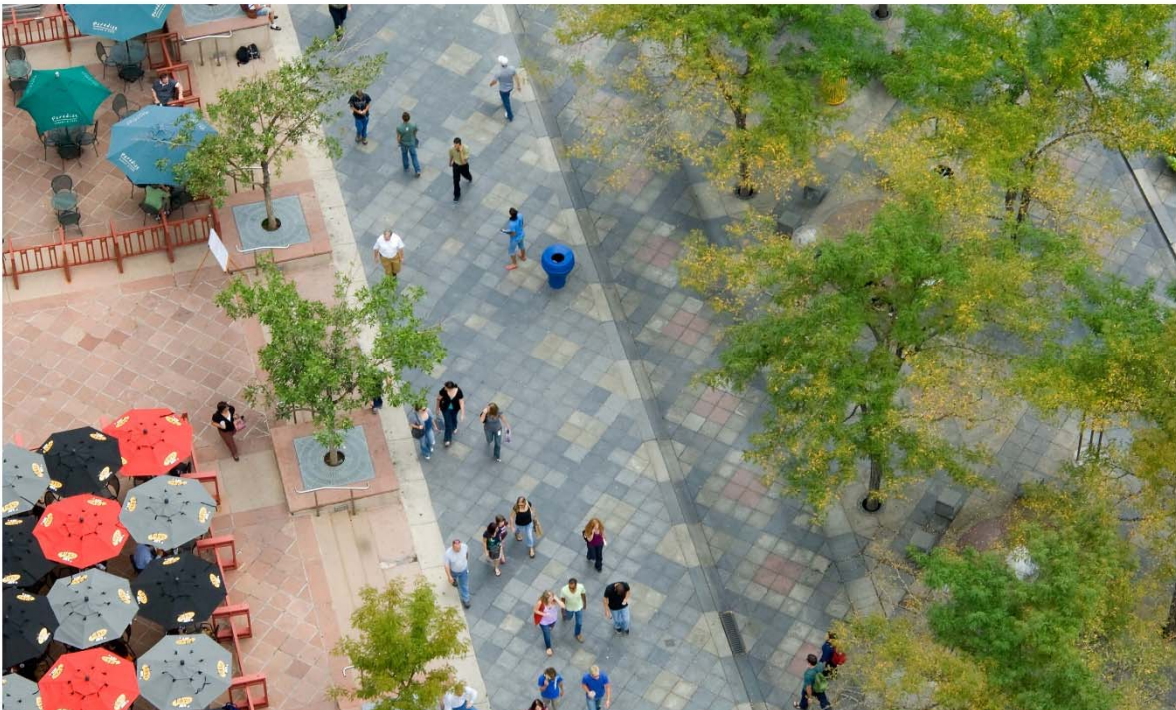
KEY STAKEHOLDERS



Stakeholder groups provide insight to the design team

While engaging with the public, the design team also collaborated with various project stakeholders, including representatives from the Parks Department and Chamber of Commerce. These meetings offered another view of community needs, with key topics involving parking, walkability, safety, retail, and maintenance. The meetings also helped the design team understand ongoing and future developments that may affect the master plan.

DESIGNWORKSHOP 37



16th Street Mall, Denver, CO

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CHAPTER 4 SETTING SIGHTS

During this phase of the master planning process, Design Workshop set specific design goals to achieve the critical success factors and realize the client vision for the Oult of Parks. The project goals are ambitious, encompassing economic, cultural, environmental, and social aspects of design and planning. Each goal is accompanied by a precedent image from a previous Design Workshop project.

31

PROJECT GOALS: INTEGRATE ECONOMICS

1. Increase property values through high quality design implementation.
2. Plan for operations and maintenance of parks and streetscapes.
3. Establish a phasing plan for implementation of the master plan.
4. Promote sustainability and resiliency in design planning.



Cherry Creek North, Denver, CO

40 | Setting Sights



Midtown Park, Houston, TX

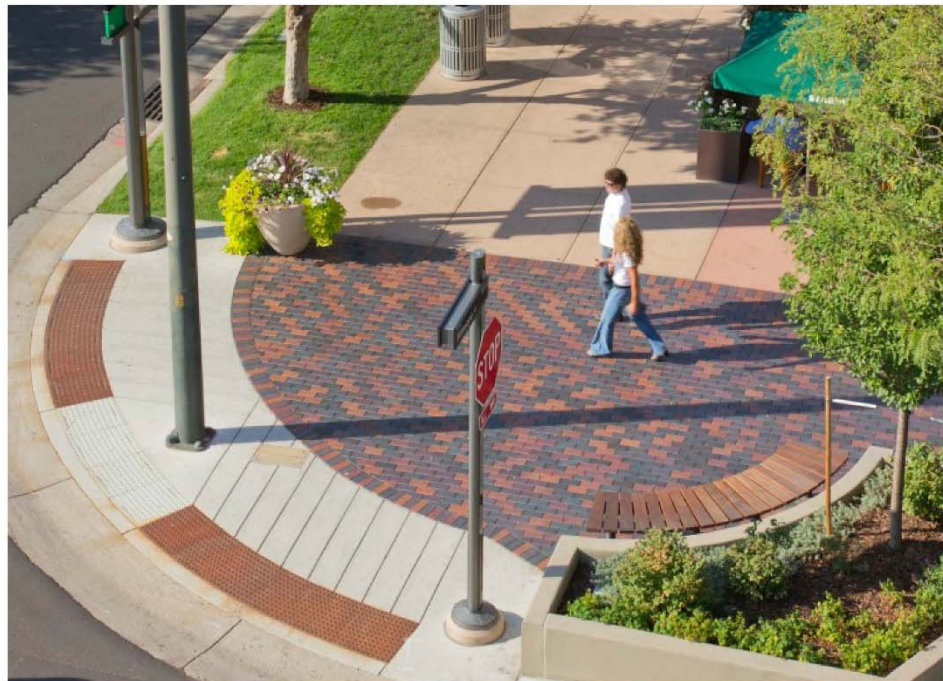
PROJECT GOALS:
CELEBRATE THE CULTURE

1. Provide iconic art elements in all open spaces and in key locations along streetscapes.
2. Highlight history through signage and the preservation of City Square.
3. Build on diversifying demographics by providing open space programming for young professionals.
4. Design fun and exciting landscapes that are new destinations for the local community.

DESIGNWORKSHOP 41

PROJECT GOALS:
IMPROVE SYSTEMS OF CONNECTIVITY

1. Prioritize safety by increasing sidewalk connectivity and continuously integrating high quality lighting.
2. Expand sidewalk width to increase movement between open space amenities and other key destinations.
3. Utilize smart technologies to direct visitors towards available parking.



Cherry Creek North, Denver, CO

G3 | Selling Lights



Mueller Town Center, Austin, TX

PROJECT GOALS:

SEED SOCIAL INTERACTION

1. Provide a mix of social spaces and areas of respite.
2. Establish an urban canvas for pop-up events, art, and socializing.
3. Provide ample locations for event programming through stages and flexible plaza space.
4. Improve user health through active programs and increased walkability and bikeability in downtown.
5. Meet the program needs of all age groups.

DESIGNWORKSHOP 43

PROJECT GOALS: ENHANCE ENVIRONMENTAL FUNCTION

1. Improve human comfort by increasing overall tree canopy.
2. Increase tree diversity for long-term canopy resiliency and urban habitat.
3. Integrate stormwater facilities as a functional and didactic amenity.
4. Increase habitat for urban wildlife through native planting design.
5. Protect and preserve large canopy trees.



Bagby Street, Houston, TX

44 | Setting Signs

CHAPTER 5 ITERATING IDEAS

During this phase of the master planning process, Design Workshop set specific design goals to achieve the critical success factors and realize the client vision for the Oult of Parks. The project goals are ambitious, encompassing economic, cultural, environmental, and social aspects of design and planning. Each goal is accompanied by a precedent image from a previous Design Workshop project.

DESIGN ITERATIONS

Throughout the design process, the team explored countless designs for the new park spaces. It became imperative to move in between system thinking at the city-wide scale and details of the individual parks.



Sketch iterations of a new park space





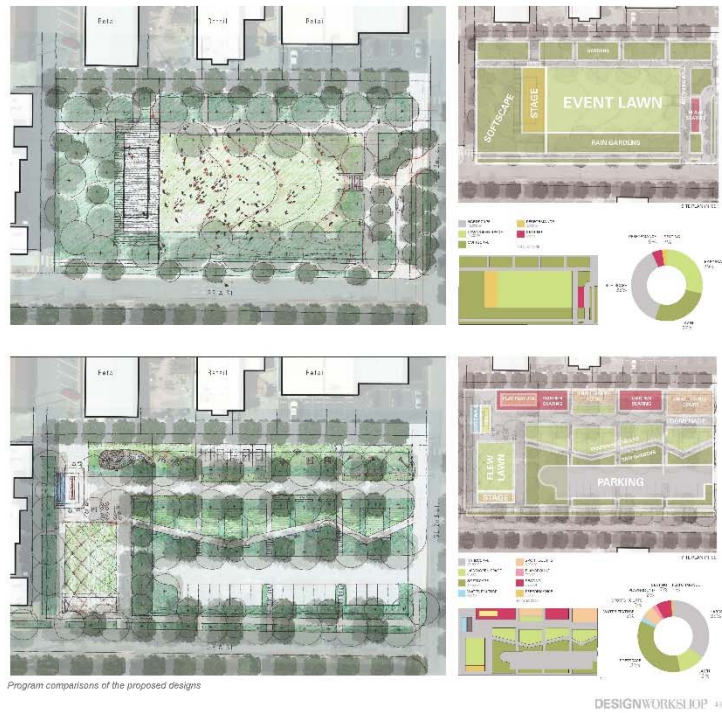
DESIGNWORKSHOP 47

DESIGN ITERATIONS

The concepts evolved through diagrammatic studies of successful public parks and comparison of the spatial programming of proposed designs.



48 | Testing Ideas



DESIGN ITERATIONS

Design Workshop presented the client with a series of concepts containing distinct design languages, including traditional, contemporary, and hybrid. This allowed the client to respond to material and furniture selections, and more importantly the overall feel and style of the desired streetscapes. It was ultimately determined that a hybrid approach would be most appropriate to the project, stitching the past and present in downtown Bentonville.



Traditional palette

00 | streetscape design



Contemporary palette

DESIGNWORKSHOP 31



Hybrid palette

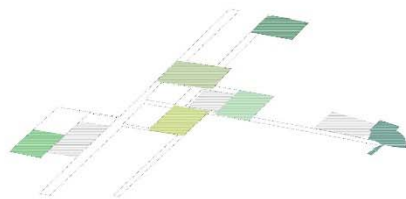
02 | Training Area

CHAPTER 6 ILLUSTRATING THE FUTURE

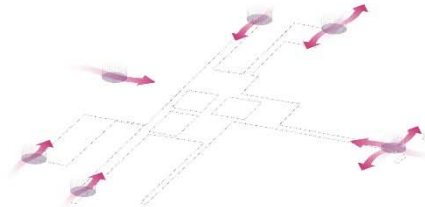
After consulting the stakeholders, engaging with the public, performing site analysis and historical research, and conducting several design charrettes, the project team's plans for the future of downtown Bentonville began to take shape. A series of plan, section and perspective graphics display the intent for the Quilt of Parks master plan, including the transformation of A Street into a pedestrian promenade, the renovation of existing parks, the creation of new park spaces, improved approaches to urban lighting and forestry, and considerations for the activation of downtown alleys. The result is a vibrant, connected, socially and ecologically healthy urban center, with opportunities for events, commercial interest, public art, and city branding throughout.

50

STITCHING THE QUILT

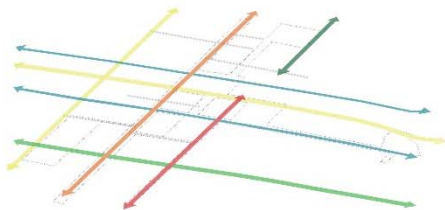


Parks
A patchwork of downtown destinations.

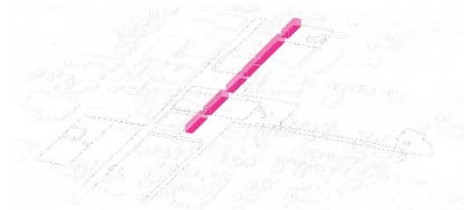


Gateways
A collection of thresholds between downtown and surrounding neighborhoods.

Several distinct elements, when woven together, form the Quilt. The many spaces involved, though geographically close, have varying user groups and site characteristics. A primary objective of the project is to link the park spaces into one downtown amenity, utilizing the streetscapes as extensions of the parks themselves. Several gateways are also identified, linking the downtown to adjacent neighborhoods and the urban wilderness.

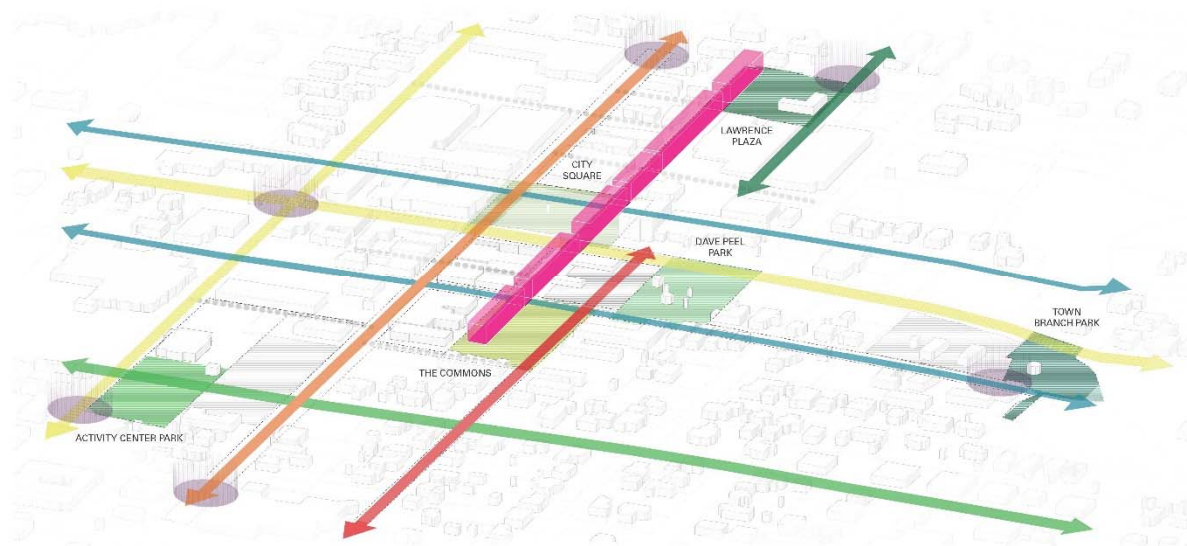


Streetscapes
Threads that connect each space.



Promenade
The stitch that holds everything together.

01 | Illustrating the future



DESIGNWORKSHOP 51

THE MASTERPLAN



50 | Re-imagining the Future

The Masterplan respects the historic downtown, accentuating its architecture, preserving local character, and creating seamless transitions into rapidly modernizing nearby areas. Park spaces are designed to complement adjacent uses with site specific programming while simultaneously providing flexible space for a myriad of local events.

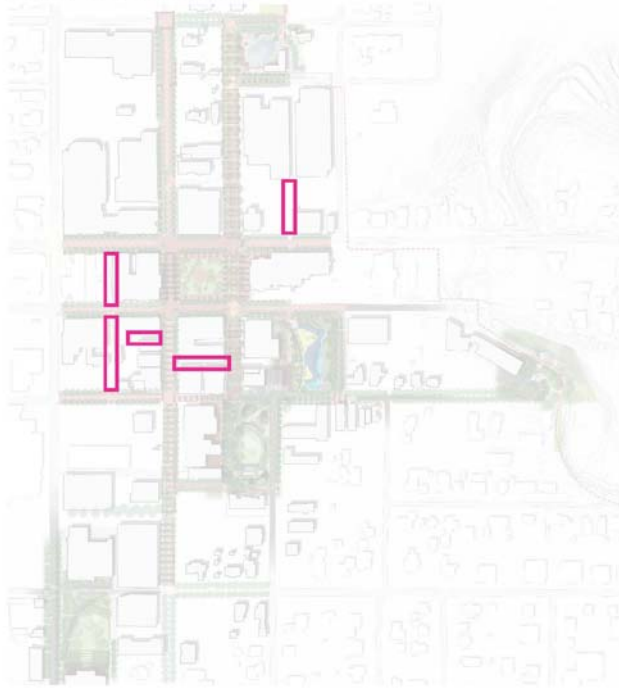
One of the most important and ambitious aspects of the master plan is the transformation of A Street, one of downtown Bentonville's primary north-south corridors. The design closes A Street to vehicles and re-imagines it as a pedestrian promenade, offering a safer, more walkable option for locals and visitors and creating a platform for festivals and markets. The promenade prioritizes people, increases urban canopy, and creates an overall legibility to the design through material selections, signage, and lighting.

Each park is treated as both an individual space and an extension of a comprehensive downtown park network, with emphasis on adaptable open space, human comfort through shade and lighting, iconic elements, increased biological diversity, and accommodation of diverse user groups.

The streetscapes are designed to increase walkability, improve tree species diversity, manage stormwater, and preserve local character. Improved lighting using LED fixtures offers higher quality color rendering and opportunities for seasonal lighting to bring the downtown streetscapes to life.

Alleys, an often overlooked element of urban design, become vibrant cultural spaces offering a respite from the main thoroughfares. By inviting local art and implementing creative lighting design, alleys can come to life.

ALLEY OPPORTUNITIES



ACTIVATE AND ANIMATE ALLEYS
by attracting residents and visitors to enjoy the idiosyncrasies of each space

CREATE SITE-SPECIFIC DESIGN
by illuminating the history and character of each alley and providing a foothold into the folklore of Bentonville

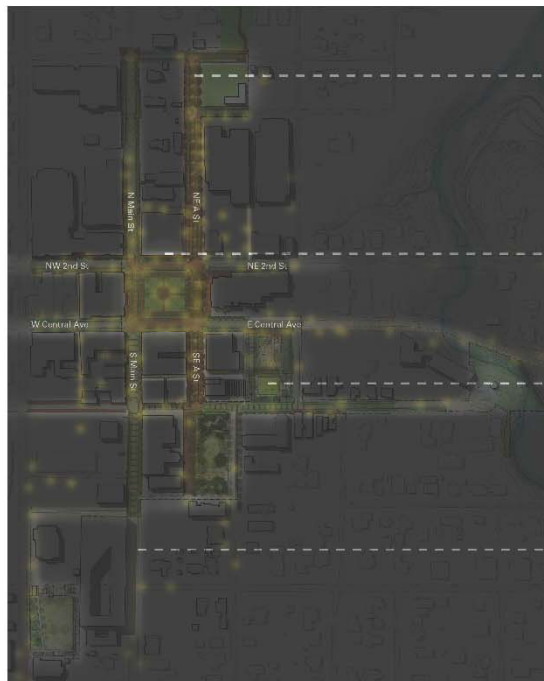
CELEBRATE ART
by showcasing small scale, unique installations throughout the alleyways

PROVIDE DEPTH
to the downtown experience, inviting people to move through the city in novel ways



DESIGNWORKSHOP 17

EXISTING URBAN LIGHTING



TRADITIONAL LIGHTING
renders a very limited portion of the color spectrum, resulting in poor "see-ability, not conducive to a vivid, dynamic landscape

INCONSISTENT FACADE LIGHTING
fails to highlight the historic architecture of downtown Bentonville. Proper illumination has the ability to breathe life into an urban area at night

INADEQUATE PARK LIGHTING
creates unsafe areas in city parks and stymies pedestrian movement

DARK AREAS
make wayfinding difficult and discourage walking



DB | Rebuilding the Future

PROPOSED URBAN LIGHTING



UPDATED FIXTURES

dramatically improve color rendering and energy conservation. The change to LED light sources is also an opportunity to adopt new luminaire forms.

FACADE LIGHTING PROGRAM

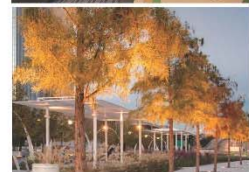
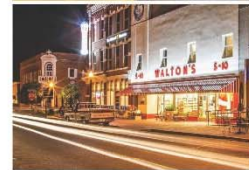
that is supported by opportunities for partial municipal funding. As a symbolic gesture, facades within the City Square should be lit to a higher level than elsewhere in the city.

BRIGHTLY LIT PARKS

create safe and inviting spaces for everyday use and events, and open up the entire quilt of Parks by inviting pedestrian use at all times.

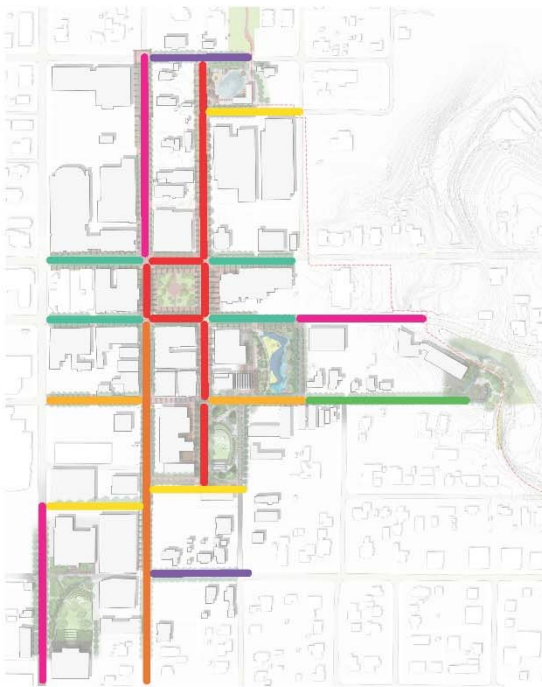
UPLIGHTING OF STREET TREES

creates a pedestrian scale and contrasts facade lighting to create a layered urban design. RGB LEDs on existing and new street trees create immediate uniformity and allow for flexible seasonal lighting.

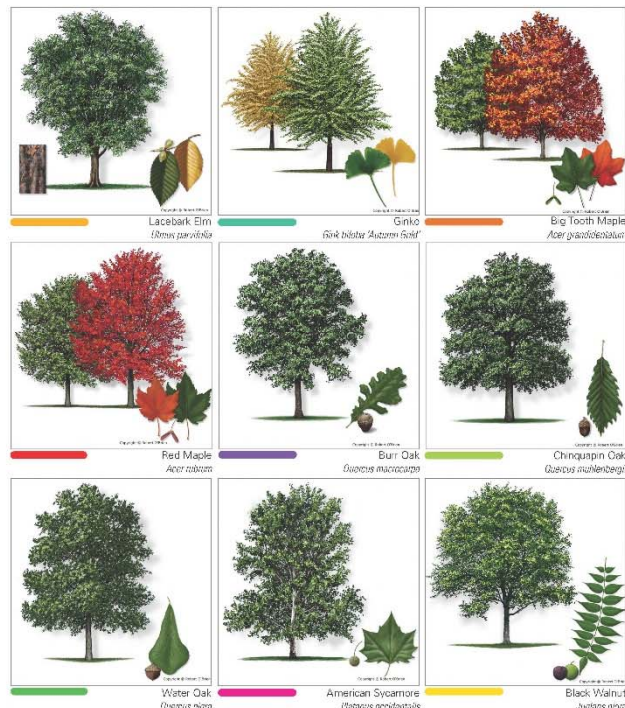


DESIGNWORKSHOP 51

URBAN FORESTRY



00 | Illustrating the future



Courtesy of Thomas Nelson & Partners

Urban trees are critical for their ability to cleanse the air of pollutants, capture and store carbon dioxide as a buffer against the greenhouse effect and improve human comfort. Diversity of tree species is particularly important in mitigating the spread of potential diseases and fungi, as well as the ability to host a wider array of animal species. The selected trees represent native and adapted species that have been approved by the City of Bentonville as suitable street trees. Each street in downtown will take on a distinct identity with the aid of its own tree species. Red Maple is recommended as the new street tree for the A Street Promenade and City Square due to its stunning fall color. The East-West connections to City Square are lined by Ginkgo trees, and the low-lying areas near Town Branch Creek are a perfect place for Water Oak and American Sycamore.

	SPRING	SUMMER	FALL	WINTER
Big Tooth Maple <i>Acer gandolfsianum</i>				
Black Walnut <i>Juglans nigra</i>				
American Sycamore <i>Hicoria occidentalis</i>				
Chinquapin Oak <i>Quercus muhlenbergii</i>				
Red Maple <i>Acer rubrum</i>				
Water Oak <i>Quercus nigra</i>				
Burr Oak <i>Quercus macrocarpa</i>				
Ginkgo <i>Gink biloba 'Autumn Gold'</i>				
Lacebark Elm <i>Ulmus parvifolia</i>				

DESIGNWORKSHOP 61

CITY SQUARE The Historic Center



NARROWED TRAVEL LANES
improve pedestrian access,
safety and experience.

TRUNCATED DOME STRIPS
provide safety for the visually
impaired at all intersections.

ADAPTABLE SPACE
allows for a multitude of events
year round.

PLANTING STRIPS
treat stormwater and elevate
the character of the historic
downtown with native plants.

NEW STREET TREES
create uniformity and seasonal
interest while offering new
lighting opportunities.

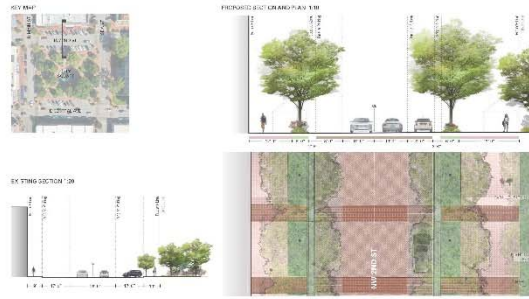
RAISED TABLE DESIGN
removes the need for a traditional
curb, improving pedestrian access
and flexibility of the space.



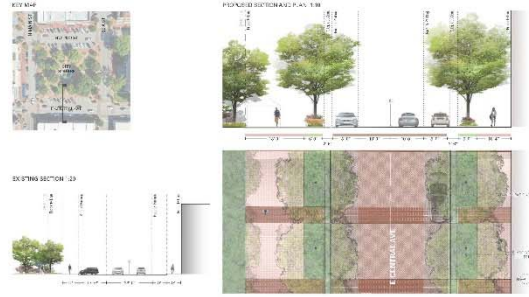
05 | Reimagining The Future

1" = 40'

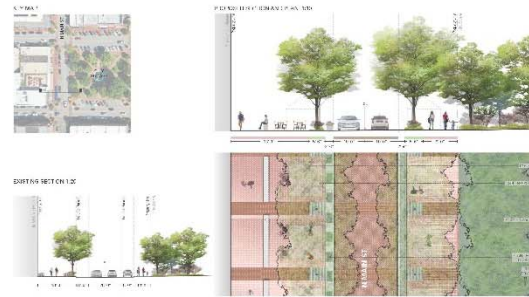
Proposed Street Sections | City Square NS 01



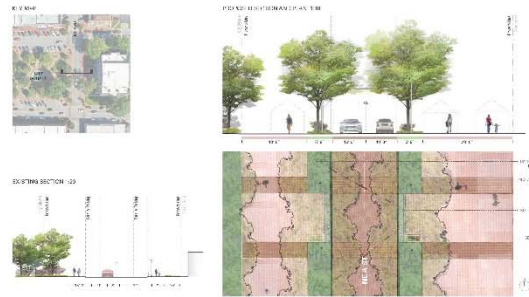
Proposed Street Sections | City Square NS 02



Proposed Street Sections | City Square EW 01



Proposed Street Sections | City Square EW 02



DESIGNWORKSHOP 03

A STREET PROMENADE

Festival Street

SIGNAGE/LIGHT POLES

Serving dual purposes, light poles can provide legibility to the landscape for both signage and lighting.

URBAN CANOPY

Large shade trees, spaced at 30-40 ft, to increase urban tree diversity, shade, and ornamental seasonal color.



SILVA CELL TECHNOLOGY

Trees require 600 to 1000 cubic yards for proper tree health and growth in an urban setting.

TRUNCATED DOMES

Situated between the pedestrian walk and vehicular drive for detectable warning.

VEHICULAR BRICK PAVERS

Oriented in a 45 degree angled herringbone pattern for enhanced durability and long-term resiliency.

ORNAMENTAL FRENCH DRAIN

Metal grate at the edge of the vehicular drive controls storm water flow.

04 | Illustration by [unclear]



A STREET PROMENADE

Pedestrian Only - Garden Rooms

SIGNAGE/LIGHT POLES

Serving dual purposes, light poles can provide legibility to the landscape for both signage and lighting.

URBAN CANOPY

Large shade trees and smaller ornamental trees create a framework for the garden rooms.

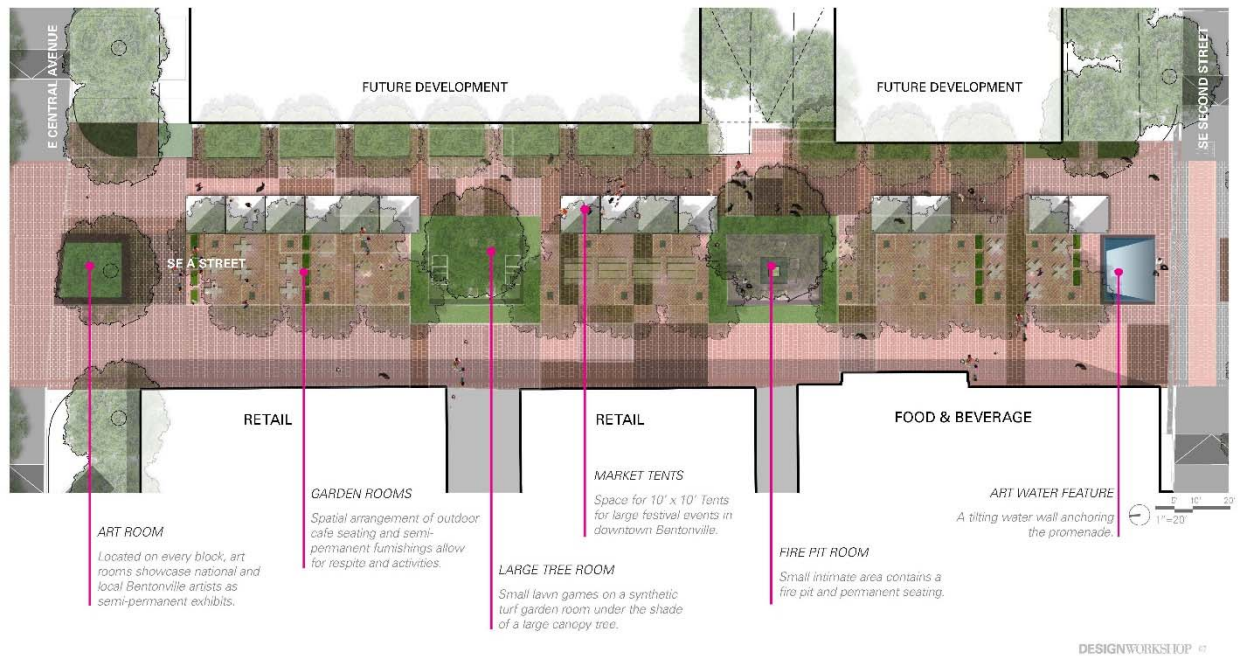


FIRE LANE

20' wide clear zone in front of retail buildings creates space for emergency access.

GARDEN ROOMS

Each room along the corridor has a different program, from temporal cafe seating, to semi-permanent game areas, to permanent bench structures or water features.



A STREET PROMENADE

Pedestrian Only - Parklets

CATENARY LIGHTING

Overhead lighting using linear fixtures that introduce a modern aesthetic to the streetscape and promote festivity.

URBAN CANOPY

Large shade trees and smaller ornamental trees create a framework for the parklets.

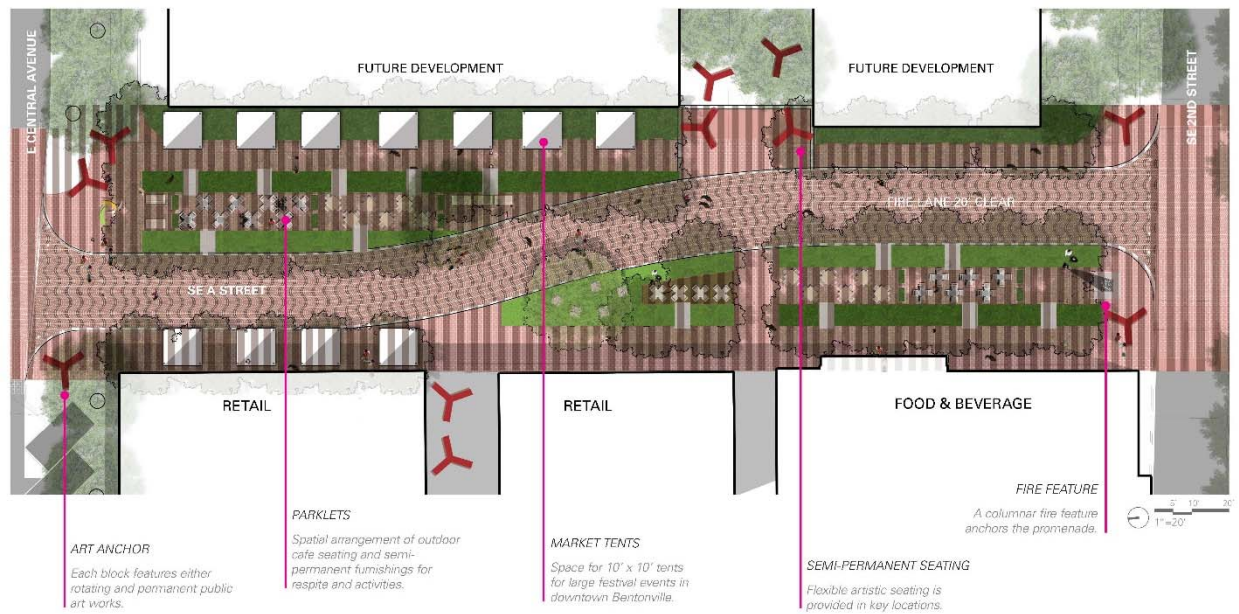


PARKLETS

Each space offers opportunities for outdoor dining, flexible seating, and small play areas.

GARDEN ROOMS

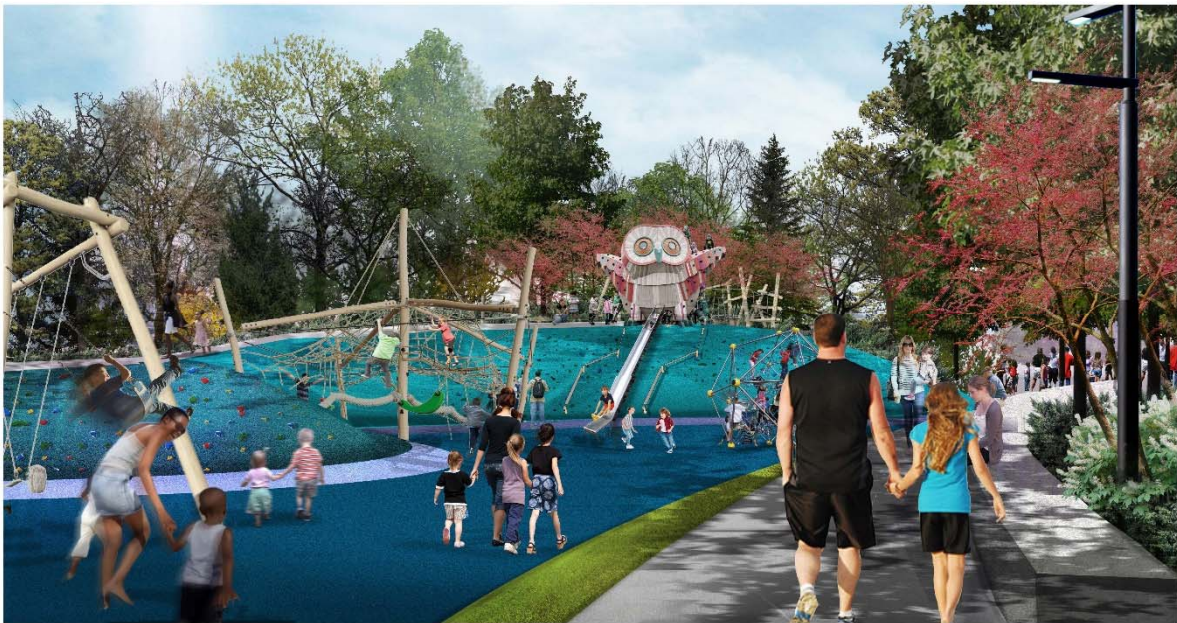
Each room along the corridor has a different program, from temporal cafe seating, to semi-permanent game areas, and permanent bench structures or water features.



DESIGNWORKSHOP 68

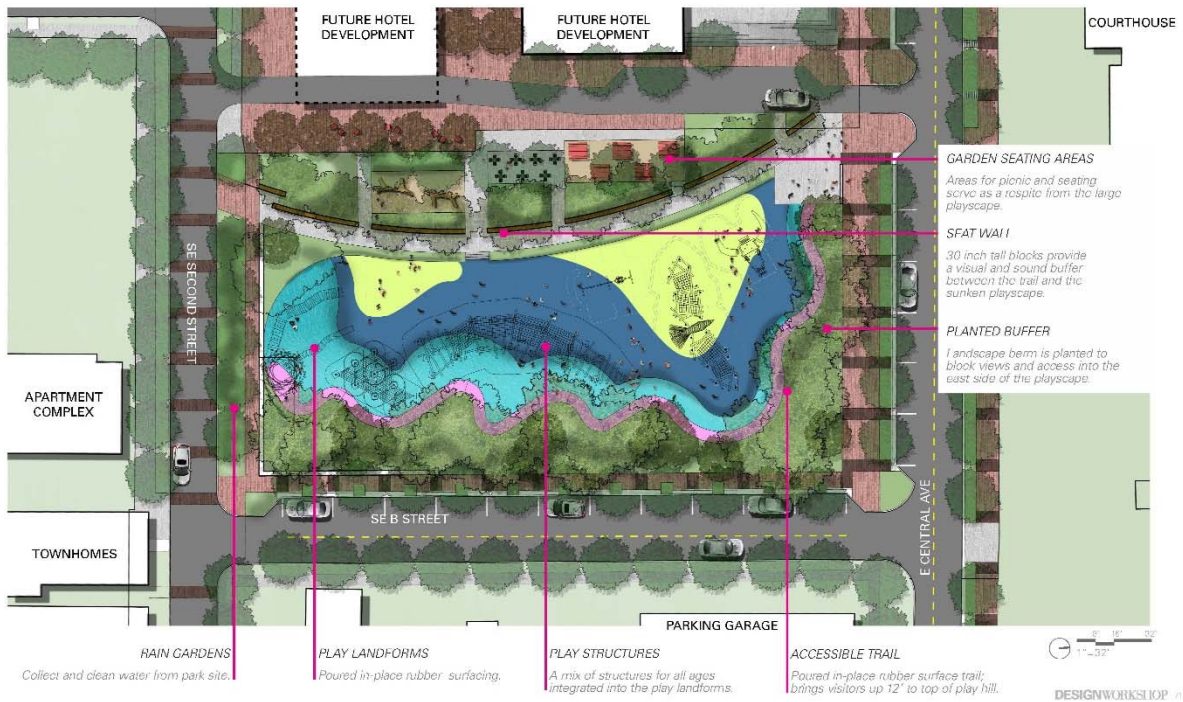
DAVE PEEL PARK

The Playground



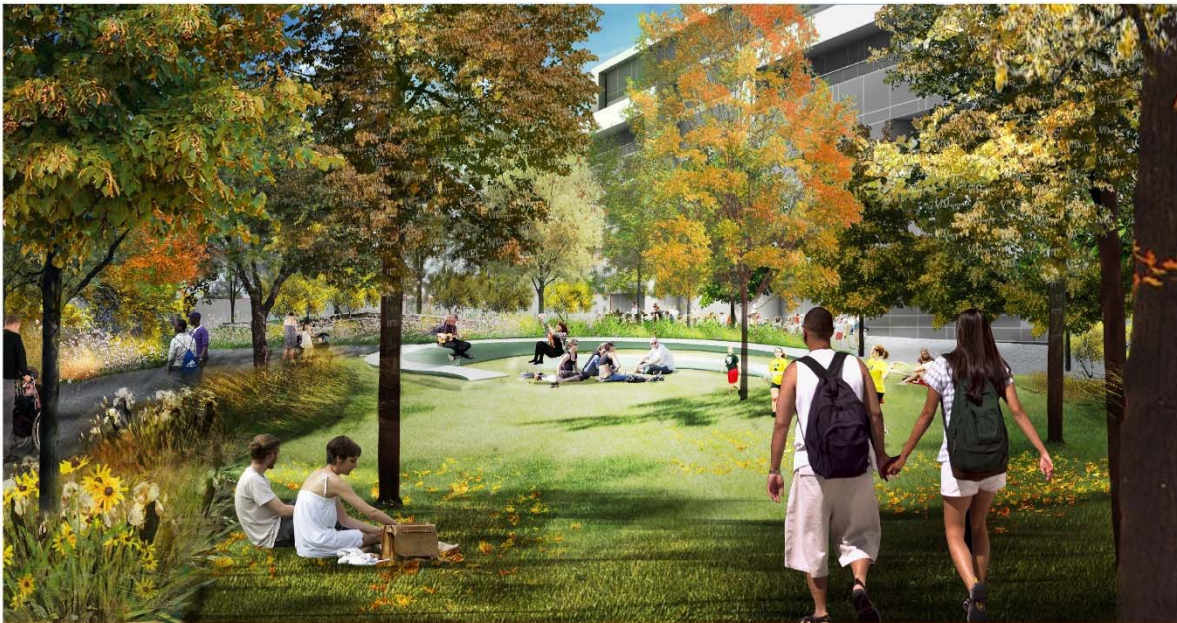
Conceptual rendering of Dave Peel Park facing south.

70 | Illustrating the Future



ACTIVITY CENTER PARK

Downtown Respite



Conceptual rendering of the lawn at Activity Center Park.

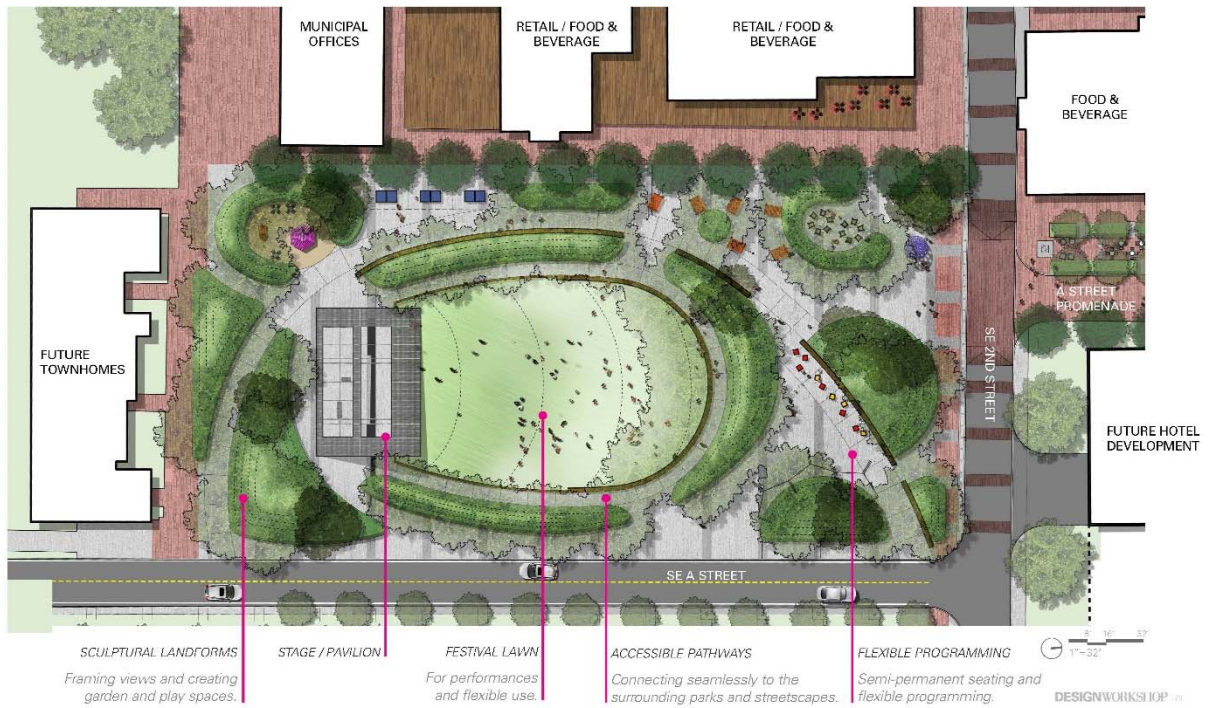


THE COMMONS

The Festival Park

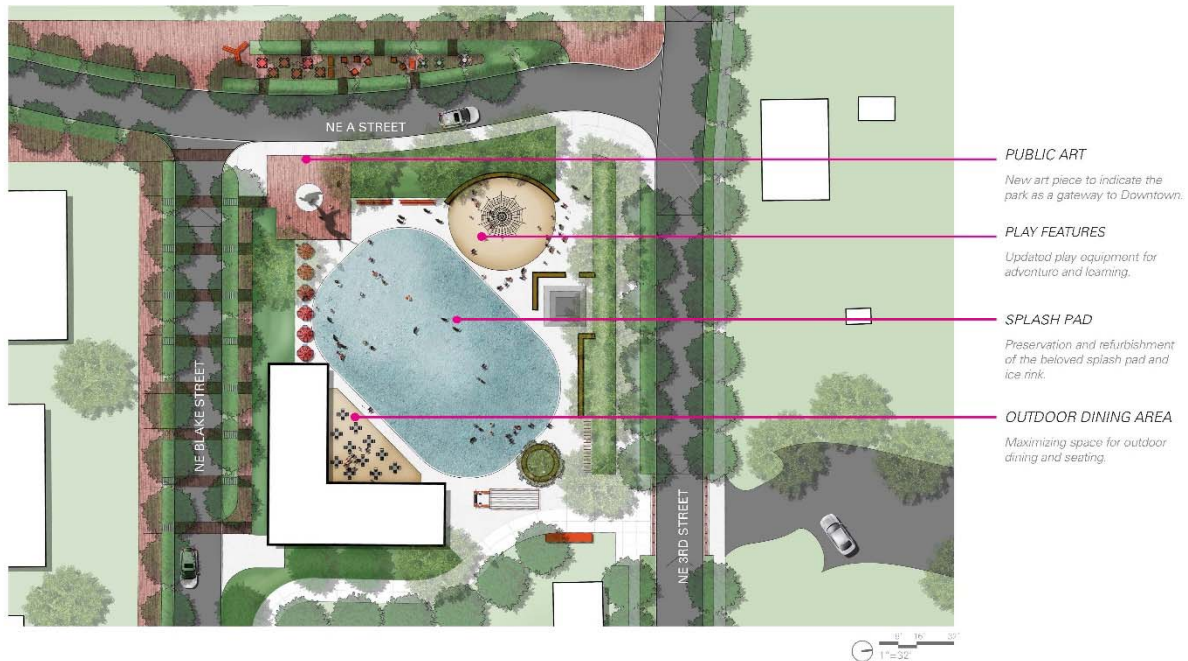


Conceptual rendering of The Commons.



LAWRENCE PLAZA

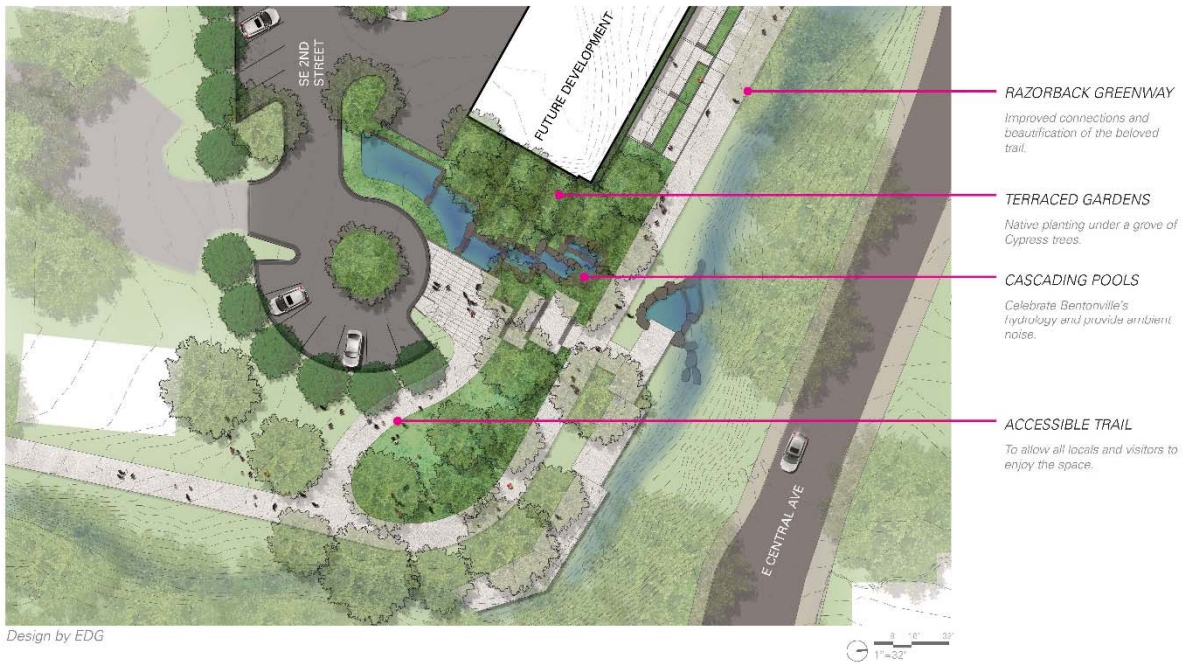
Family Entertainment



(16) | Illustrating The Future

TOWN BRANCH PARK

Nature Gateway



DESIGNWORKSHOP 77



Perspective Renderings of Town Branch Park. Courtesy of EDG.



76 | Illustrating The Future



Perspective Renderings of Town Branch Park. Courtesy of EDG.



DESIGNWORKSHOP .01



The Domain, Austin, TX
60 |

CHAPTER 7 BRINGING THE PLAN TO LIFE

Upon completion of the masterplan, the team identified priority projects as next steps to achieve the Quilt of Parks vision. This chapter contains recommendations for project implementation, including overall phasing and probable cost of each section.

01

PHASING PLAN



02 | Bringing the Plan to Life

DAVE PEEL PARK



PHASE 1

The City of Bentonville has already made plans to reinvigorate Dave Peel Park, a beloved and heavily used downtown park. The priorities of this project include improved safety and comfort and updated connections to adjacent developments. The Park will continue to serve families, with a heavy emphasis on play programming. The new design, however, will allow seamless connection to the neighboring hotel development and parking garage while incorporating principals of the overall Quilt of Parks Masterplan. Dave Peel will become a flagship project for the larger master plan.

Opinion of Probable Cost

\$2,750,000 - \$3,000,000

Park Area

48,000 Square Feet

Park Features

Rubber Play Surfacing
Custom Play Elements
Planting Mounds
Art Feature
Seating Area
Restroom Facility



DESIGNWORKSHOP 01

A STREET PROMENADE



PHASE 2

Upon completion of Dave Peel Park, the highest priority project will be the transformation of A Street into a pedestrian promenade. Of all of the projects included in the Quilt of Parks, A Street is the most ambitious and the most important for the success of the vision. The street will be closed to vehicles and re-designed into a central mall similar to those found in Aspen, Colorado and Charlottesville, Virginia.

Opinion of Probable Cost

\$10,000,000 - \$13,000,000

Area

1,320 Linear Feet

Features

Catenary Lighting
Brick Pavers
Rain Gardens
Art Features
Street Trees
Signage
Seating Areas



01 | Designing the Plan to Life

THE COMMONS



PHASE 2

The Commons will be implemented in conjunction with the promenade, and will define the end of the pedestrian-only space. It will become the premier space for outdoor festivals and events downtown.

Opinion of Probable Cost

\$3,750,000 - \$4,000,000

Park Area

60,250 Square Feet

Park Features

Performance Lawn
Pavilion
Planting Mounds
ADA Pathways
Shade Trees
Seating Areas



DESIGNWORKSHOP #6

CITY SQUARE



PHASE 2

The City Square streetscape redevelopment will incorporate the same design language as A street. New street trees, lighting, paving, and gardens will transform the square into a more vibrant and usable space while complementing the historic character and architecture.

Opinion of Probable Cost

\$3,500,000 - \$3,750,000

Area

670 Linear Feet

Features

Brick Pavers
Street Trees
Tree Lighting
Rain Gardens
Festival Infrastructure



66 | Changing the Plan to Life

ACTIVITY CENTER PARK



PHASE 3

Activity Center Park will be redeveloped to accommodate new users as the adjacent properties undergo significant change. New developments border the space on three sides, and the new park design will be seamlessly integrated accordingly.

Opinion of Probable Cost

\$2,750,000 - \$3,000,000

Park Area

49,500 Square Feet

Park Features

Flexible Lawn
Shade Trees
Civic Plaza
Pathways
Amphitheater
Cafe Seating



DESIGNWORKSHOP 17

TOWN BRANCH PARK



PHASE 3

Town Branch Park represents a primary urban gateway. It is a destination as well as a threshold between downtown Bentonville and the new global campus for Walmart. A new multifamily development adjacent to the park may influence the project timeline.

Opinion of Probable Cost

\$ 1,250,000 - \$1,500,000

Park Area

45,500 Square Feet

Park Features

Bicycle Paths
Shade Trees
Stepped Gardens
Cascading Water Feature
Seating Area
Gateway Signage



19 | Bringing the Plan to Life

NORTH & SOUTH MAIN STREET



Opinion of Probable Cost

\$7,500,000 - \$7,750,000

Area

1,830 Linear Feet

PHASE 4

DESIGNWORKSHOP 18

SOUTHEAST B STREET



Opinion of Probable Cost

\$1,000,000 - 1,250,000

Area

275 Linear Feet

PHASE 4

00 | Integrating the Plan to Life

NORTHEAST 3RD STREET & NORTHEAST BLAKE STREET



Opinion of Probable Cost

\$1,750,000 - \$2,000,000

Area

640 Linear Feet

PHASE 4

DESIGNWORKSHOP 91

NORTHEAST & NORTHWEST 2ND STREET



Opinion of Probable Cost

\$2,500,000 - \$275,000,000

Area

720 Linear Feet

PHASE 4

02 | Shaping the Plan to Life

EAST & WEST CENTRAL AVENUE



Opinion of Probable Cost

\$1,750,000 - \$2,000,000

Area

720 Linear Feet

PHASE 4

DESIGNWORKSHOP 11

SOUTHWEST & SOUTHEAST 2ND STREET



Opinion of Probable Cost

\$3,000,000 - \$3,250,000

Area

1,590 Linear Feet

PHASE 4

01 | Integrating the Plan to Life

SOUTHEAST 3RD STREET



PHASE 4

Opinion of Probable Cost

\$750,000 - \$1,000,000

Area

330 Linear Feet

DESIGNWORKSHOP 86

LAWRENCE PLAZA



PHASE 4

Lawrence Plaza is currently in use as an urban park with a large splash pad that becomes an ice rink in winter. The park it represents a gateway to the nature trails and Crystal Bridges Museum, so it will continue to be heavily trafficked, especially with the completion of the A Street Promenade.

Opinion of Probable Cost

\$500,000 - \$750,000

Park Area

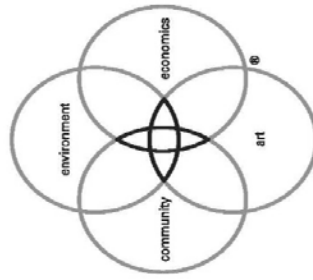
27,000 Square Feet

Park Features

Splash Pad / Ice Rink
Cafe Seating
Gardens
Art Feature
Play Element
Gateway Signage



00 | Integrating the Plan to Life



DW LEGACY DESIGN®

We believe that when environment, economics, art and community are combined in harmony with the dictates of the land and needs of society, magical places result — sustainable places of timeless beauty, significant value and enduring quality, places that lift the spirit.

Design Workshop is dedicated to creating Legacy projects: for our clients, for society and for the well-being of our planet.

DESIGNWORKSHOP
www.designworkshop.com

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE MASTER PLAN FOR THE
QUILT OF PARKS FOR THE CITY OF BENTONVILLE,
ARKANSAS.**

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

Section 1. That the master plan for the Quilt of Parks for the City of Bentonville,
Arkansas should be and the same is hereby approved.

Section 2. That 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:

Submitted by: **Jake Harper**

Department: **Administration**

Phone: **271-6781**

ACTION REQUIRED:

Approve Ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 8, 2020 through July 8, 2021. This policy will be with Affiliated FM. Stephens Insurance acts as the City's broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See attached memo and proposal.

COST TO CITY:

Cost of this Request: **\$297,006**

Additional Budget Amount: **\$57,006**

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	240,000
Funds Expended to Date		
Remaining Budget		240,000
Budget Adjustment		57,006
Remaining After Adjustment	\$	297,006

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: The City of Bentonville
From: Stephens Insurance, LLC.
Date: June 17, 2020
Re: The City of Bentonville Property Insurance

Beginning in 2019 the property insurance market has taken a turn for the worst. An aggregation of natural catastrophe losses spanning several years contributed to deteriorating property insurance results and was a catalyst for rate hikes. In 2017, insurers posted a record-breaking \$135 billion in catastrophe losses, according to Munich Re. Adverse results were substantially driven by losses from Hurricanes Harvey, Irma, and Maria. That was followed by insured losses of \$86 billion in 2018 and a more typical, but still elevated, \$52 billion in 2019. For insurance carriers, rising rates are finally bringing relief from a prolonged period of chronically underpriced business that took a toll on the bottom line. But even though rate increases of 25 percent and more are now the norm, underwriters say more improvements are necessary to restore insurer profitability.

In addition to the double whammy of lower premiums and higher losses, insurers also are facing a low interest rate environment. The global collapse in interest rates means that insurers and reinsurers don't have the ability to offset underwriting losses with investment income.

Higher premiums are unavoidable, even for loss-free accounts. We're seeing an uptick of about two points per month on property renewals. On average, property accounts are renewing 25 percent higher this year.

Wildfires on the west coast, hurricanes in the Gulf of Mexico and Atlantic, convective storms in the Midwest, and terrorist attacks around the globe are all contributing factors to the increased rates that we are seeing today. Geography is no longer the sole consideration of underwriters in this global economy. The majority of insurance carriers purchase reinsurance as a backstop in the event of a catastrophe event. Even though the City of Bentonville has very little if any loss activity, your rates are affected by global losses to the primary insurance and reinsurance carriers through a trickle-down effect. The carriers cannot obtain enough rate increase on the coasts to pay for the catastrophe events that seem to be increasingly normal. As a result, they are putting more rate pressure on the middle of the country to help pick up the slack, while reducing available capacity, increasing deductibles, and restricting coverage terms at the same time.

Rates have increased materially, but insurers insist that more increases are necessary to bring the property insurance ROE back to an appropriate level. While COVID-19 and an impending recession have introduced uncertainty into the market, many analysts believe that rates will continue to rise at least through 2020. One thing is for certain though, the market always swings the other way. When the time comes the City of Bentonville will enjoy the benefit of that swing which generally lasts longer than a hard market.

REQUEST FOR WAIVER OF BID

Date	<u>6/17/2020</u>
Requested by:	<u>Jake Harper</u>
Department:	<u>Administratoion</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>N/A</u>
Year & Model:	<u>N/A</u>
Serial #	<u>N/A</u>
To Be Purchased From:	<u>Property Insurance purchased through Stephens Insurance</u>
	<u> </u>
	<u> </u>
Amount:	
Base Amount:	<u>\$ 297,006.00</u>
Tax:	<u> </u>
*Other:	<u> </u>
TOTAL	\$ 297,006.00
* List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Property Insurance is obtained each year through Stephens Insurance. Stephens Insurance acts as an insurance broker, contacting insurance carriers and proposing a carrier that provides the City with needed coverage. This bid waiver is to purchase property insurance through Stephens Insurance and the carrier will be Affiliated FM which has been our carrier the last 2 years.	
_____ Department Head	_____ Director of Finance & Administration

City of Bentonville
7/8/2020

	Prop.	B&M	Response (by LOB)
Affiliated FM	x	x	Incumbent
Alliant Program	D	D	Declined- Can compete with program but are hindered by capacity in the area. Minimum wind/hail deductible would be \$150k.
Chubb	D	D	Not responsive.
Cincinnati	D	D	Declined- City property is not high on their preferred list but more so because they would need a larger w/h deductible in NWA based on total values.
CNA	D	D	Declined- Needs a larger w/h deductible and cannot compete with target pricing.
Liberty Mutual	D	D	Declined- Chose not to quote based on target pricing.
SOMPO	D	D	Declined- Cannot compete with target rates or terms.
Travelers	I	I	Indication- Could do better on the w/h deductible, but cannot compete on remaining terms with AFM. Could not offer the same flood and quake limits. Premium would be around \$400k if mgmt. approved.
Zurich	D	D	Declined- Same answer as last year, cannot compete with target pricing.



INSURANCE PROPOSAL for City of Bentonville

To: Felecia Prince

From: Emily Coakwell

At: Stephens Insurance, LLC

Date: 19 May 2020

A. POLICY TERM:

08-July-2020 to 08-July-2021

B. NAMED INSURED:

City of Bentonville

C. POLICY LIMIT:

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of **\$222,067,523** as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY:

Coverage provided by this Policy is limited to property while located within the United States of America and Canada except as follows:

Coverage provided by this Policy is limited to property while located within the United States of America except as follows:

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption and Owned Network Interruption is limited to anywhere in the world except Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

E. INSURANCE PROVIDED:

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See Attached Location Schedule.

F. SUB-LIMITS:

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a **per occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.



There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

1. \$50,000,000 Earth Movement **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Earth Movement, not to exceed:
\$50,000 Earth Movement **annual aggregate** as respects Data Service Provider, Errors and Omissions, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.
2. \$50,000,000 Flood **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Flood, not to exceed:
\$50,000 Flood **annual aggregate** as respects Data Service Provider, Errors and Omissions, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined.
3. \$50,000 **Cyber event annual aggregate** as respects Data Restoration and Owned Network Interruption combined.
4. \$50,000 **Cyber event annual aggregate** for loss or damage to **stock in process** or finished goods manufactured by or for the Insured caused by or resulting from **cyber event** that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
5. \$200,000 Street lights, Street Signs, Traffic Signs and Lights, Stadium Lights

Additional Coverages

\$500,000	Accounts Receivable
\$100,000	Arson or Theft Reward
Policy Limit	Brand Protection
\$100,000	Change of Temperature
\$1,000	Communicable Disease - Property Damage annual aggregate
\$500,000	Data Restoration annual aggregate
\$50,000	Data Service Provider - Property Damage annual aggregate
Policy Limit	Debris Removal
Policy Limit	Decontamination Costs
\$100,000	Deferred Payment
Policy Limit	Demolition and Increased Cost of Construction
\$1,000,000	Errors and Omissions
\$250,000	Expediting Expenses
\$250,000	Fine Arts not to exceed \$10,000 per item for irreplaceable Fine Arts
\$50,000	Green Coverage not to exceed 25% of the amount of the property damage loss
\$50,000	Land and Water Clean Up Expense annual aggregate
\$100,000	Locks and Keys
\$100,000	Money and Securities
\$2,500,000	Newly Acquired Property
\$250,000	Off-Premises Service Interruption - Property Damage
\$100,000	Professional Fees
Policy Limit	Property Removed from a Location
Policy Limit	Protection and Preservation of Property - Property Damage not to exceed \$250,000 for security costs
\$100,000	Tax Treatment
\$100,000	Tenants Legal Liability
	Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement
\$100,000	A. United States Certified Act of Terrorism coverage
\$100,000	B. Terrorism Coverage for Locations Outside of the United States annual aggregate not to exceed \$100,000 annual aggregate for Property Removed from a Location, Unnamed Property and Flood



\$250,000	Transit not to exceed \$250,000 for Business Interruption
\$1,000,000	Unnamed Property
\$500,000	Valuable Papers and Records not to exceed \$10,000 per item for irreplaceable Valuable Papers and Records

Business Interruption Coverage

NOT COVERED	Gross Earnings
NOT COVERED	Gross Profits
NOT COVERED	Rental Income
\$1,000,000	Extra Expense

Business Interruption Coverage Extensions

\$100,000	Attraction Property
30 Days	Civil or Military Authority
Incl. in Communicable Disease - PD	Communicable Disease - Business Interruption annual aggregate for a 12 Month Period of Liability
\$100,000	Contractual Penalties
\$100,000	Crisis Management not to exceed 30 Days
Included in DSP-PD Limit	Data Service Provider - Business Interruption annual aggregate
90 Days	Extended Period of Liability
\$100,000	Ingress/Egress
\$250,000	Leasehold Interest
\$100,000	Logistics Extra Cost
Included in OPSI-PD Limit	Off-Premises Service Interruption - Business Interruption
Included in Cyber Event Limit	Owned Network Interruption annual aggregate
Policy Limit	Protection and Preservation of Property - Business Interruption
\$100,000	Research and Development
\$100,000	Soft Costs
\$100,000	Supply Chain

G. DEDUCTIBLE AMOUNT:

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount. If two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy:

1. \$100,000 Earthquake (per **location** for all coverages provided).
2. Flood (per **location** for all coverages provided).
 - A. \$100,000 at all **location(s)**



Except:

B. \$500,000 at the following **location**:

24. Town Branch Park- Pavilion, 401 Southeast 2nd Street, Bentonville, AR, 72712

34. Bark Park (restrooms)/North Trail Restrooms/Brightwood Pavilion Tennis, 2400 North Walton Boulevard, Bentonville, AR, 72712

51. Wastewater treatment facility/2006 Ula Violet Equipment, 1901 Northeast A Street, Bentonville, AR, 72712

3. \$50,000 Wind and/or Hail (per **location** for all coverages provided)

4. Boiler and Machinery:

A. Property Damage: \$10,000

B. Property Damager for Transformers: \$2.00/KVA, subject to \$10,000 minimum

C. Business Interruption Waiting Period:

The Company will not be liable for business interruption loss unless the period of liability exceeds 24 hours. Should the period of liability exceed this time period, the loss will be calculated beginning from the time of loss, and will not include this waiting period.

5. Communicable Disease Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless access is limited, restricted or prohibited in excess of 48 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$25,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

6. Data Restoration:

Qualifying Period: 48 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$25,000



B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

7. Data Service Provider - Property Damage and Business Interruption:

Qualifying Period: 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$25,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

8. Off Premises Service Interruption Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless the Period of Liability exceeds 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to the deductible(s) that would have applied to the cause of the interruption of services, but not less than:

A. Property Damage: \$25,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 1..

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

9. Owned Network Interruption:

Qualifying Period: 48 hours.

The Qualifying Period for the cost to temporarily protect under Item 4. b) shall be waived.



Should this time be exceeded, the insured loss will be calculated beginning from the time of loss subject to a Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the loss happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

10. \$50,000 Water damage including sprinkler leakage.

11. \$25,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

2. Combined Communicable Disease – Property Damage and Communicable Disease – Business Interruption - PRO 846 (4/20)

The Company's total liability for Communicable Disease – Property Damage and Communicable Disease – Business Interruption will not exceed \$1,000 **annual aggregate** as a result of one occurrence and replaces the corresponding limits of liability shown in the sublimit section.

3. Combined Data Service Provider Limit - PRO 746 (6/19)

The Company's total liability for Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined will not exceed \$50,000 **annual aggregate** as a result of one occurrence and replaces the corresponding limits of liability shown in the sublimit section.

4. Combined Off-Premises Service Interruption Limit (OPSI) - PRO 614 (1/17)

The Company's total liability for Off-Premises Service Interruption – Property Damage and Off-Premises Service Interruption – Business Interruption will not exceed \$250,000 as a result of one occurrence and replaces the corresponding limits of liability shown in the sublimit section.



5. Business Interruption Coverage Sub-Limit - PRO 709 (1/17)

The Business Interruption Coverage in SUB-LIMITS are amended to the following:

Business Interruption Coverage

NOT COVERED	Gross Earnings
NOT COVERED	Gross Profits
NOT COVERED	Rental Income
\$250,000	Extra Expense

At the following location(s):

5. Electric Sub A, 540 Southeast A Street, Bentonville, AR, 72712
6. Electric Sub B, 1991 Southeast 5th Street, Bentonville, AR, 72712
7. Electric Sub C, 2912 Southwest 14th Street, Bentonville, AR, 72712
8. Electric Sub D/Water Tank 1, 1990 & 201 Northwest A Street, Bentonville, AR, 72712
9. Electric Sub E, 910 Southeast J Street, Bentonville, AR, 72712
10. Electric Sub F, 2808 Southeast 28th, Bentonville, AR, 72712
11. Electric Sub G, 5300 Barron Road, Bentonville, AR, 72712
12. Electric Sub H, 1207 Moberly Lane, Bentonville, AR, 72712
13. Electric Sub I, 5408 SW Morning Star Rd, Bentonville, AR, 72712
14. Electric Switching Station, 100 Southeast 10th Street, Bentonville, AR, 72712

6. Water Damage Definition – PRO 1057 (09/19)

DEFINITIONS are amended to include:

Water Damage means the accidental discharge, escape, leakage, backup or overflow of water from piping, plumbing systems or tanks except for damage resulting from **flood** as described elsewhere in the policy.



I. INDEX OF FORMS:

The following forms are made part of this Policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(01/17)
All Risk Coverage	PRO AR 4100	(01/17)
Cyber Event Endorsement	PRO CYBER EVENT 4100	(06/19)
Supplemental United States Certified Act of Terrorism Endorsement	7312	(01/20)
Arkansas Amendatory Endorsement	AFM 6507	(04/15)

Total Premium including the United States Certified Act of Terrorism coverage: \$297,006

Total Premium excluding the United States Certified Act of Terrorism coverage: \$288,096

Total Premium for the United States Certified Act of Terrorism: \$8,910

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Additional Coverages Sub-Limit for Terrorism Coverage part A. will be amended to A. \$222,067,523.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and AFM forms versus your application are not provided.

This proposal expires 7/8/20.



Location Schedule

1. City Hall, 117 West Central Avenue, Bentonville, AR, 72712, Index No. 002359.29
2. Court Building, 115 West Central Avenue, Bentonville, AR, 72712
3. Drive Thru/Training, 402 South Main Street, Bentonville, AR, 72712
4. Hangar, Parnell Hangar, Terminal Bldg, 2380, 2500, & 2510 Southwest Aviation Street, Bentonville, AR, 72712, Index No. 002359.32
5. Electric Sub A, 540 Southeast A Street, Bentonville, AR, 72712, Index No. 002359.34
6. Electric Sub B, 1991 Southeast 5th Street, Bentonville, AR, 72712, Index No. 002359.35
7. Electric Sub C, 2912 Southwest 14th Street, Bentonville, AR, 72712, Index No. 002359.36
8. Electric Sub D, 1990 NW A St, Bentonville, AR, 72712, Index No. 002359.38
9. Electric Sub E, 910 Southeast J Street, Bentonville, AR, 72712, Index No. 002359.39
10. Electric Sub F, 2808 Southeast 28th, Bentonville, AR, 72712, Index No. 002359.41
11. Electric Sub G, 5300 Barron Road, Bentonville, AR, 72712, Index No. 002359.43
12. Electric Sub H, 1207 Moberly Lane, Bentonville, AR, 72712, Index No. 002359.44
13. Electric Sub I, 5408 SW Morning Star Rd, Bentonville, AR, 72712, Index No. 002687.85
14. Electric Switching Station, 100 Southeast 10th Street, Bentonville, AR, 72712
16. New Fire Station 1, 800 Southwest A Street, Bentonville, AR, 72712, Index No. 002360.77
17. Fire Station 2, 1610 Moberly Lane, Bentonville, AR, 72712, Index No. 002451.53
18. Fire Station 3, 907 Northwest 13th Street, Bentonville, AR, 72712, Index No. 002451.55
19. Fire Station 4, 900 Northeast McCollum Drive, Bentonville, AR, 72712, Index No. 002451.56
20. Fire Station 5, 800 Southwest Elm Tree Road, Bentonville, AR, 72712, Index No. 002451.57
22. Bentonville Library, 403 South Main Street, Bentonville, AR, 72712, Index No. 002359.51
23. Dave Peel Park - Pavilion, Restroom and Playground, 206 East Central Avenue, Bentonville, AR, 72712
24. Town Branch Park- Pavilion, 401 Southeast 2nd Street, Bentonville, AR, 72712
25. Mausoleum, Southwest 5th & F Street, Bentonville, AR, 72712
26. Melvin Ford Aquatic Center/Fields/Courts/Scoreboards, 401 NE Martin Luther King Pkwy, Bentonville, AR, 72712
27. Mem Park Maint Building/Pavillion/Restrooms/Storage, Chemical Bldg, Green House, Playground, Skate Park, Flammable Liquids Storage Bldg, 401 NE Moberly Lane, Bentonville, AR, 72712, Index No. 002359.53
28. Lake Bentonville Pavilion, Playground, 1900 Block of SW I, Bentonville, AR, 72712
29. Bella Vista Lake Pk Pavilion, Playground, Hwy 71 B North, Bentonville, AR, 72712
30. Kingsbury/Enfield Park, 1200 Northeast Waverly Way, Bentonville, AR, 72712
31. Downtown Activity Center/Storage Building at the DAC, 215 Southwest A Street, Bentonville, AR, 72712
32. Spring Park Restrooms, Pavilion, 300 Northwest 10th Street, Bentonville, AR, 72712
33. Phillips Park Pavilion, Fields, Concessions, Restrooms, 3108 Southeast J Street, Bentonville, AR, 72712
34. Bark Park (restrooms)/North Trail Restrooms/Brightwood Pavilion Tennis, 2400 North Walton Boulevard, Bentonville, AR, 72712
35. Orchard Park Restrooms, Pavilion, NE J St & John Deshields Blvd, Bentonville, AR, 72712
36. Gilmore Park, 503 Southwest D Street, Bentonville, AR, 72712
37. Wildwood Park - Pavilion, Tennis Complex, 3800 South Bright Road, Bentonville, AR, 72712
38. Train Station Park, 400 Block S Main, Bentonville, AR, 72712
39. Durham Park Playground, SE 8th on Burham Place, Bentonville, AR, 72712
40. Crystal Bridge Trail, 312 North Main Street, Bentonville, AR, 72712
41. Community Development Bldg, 305 Southwest A Street, Bentonville, AR, 72712, Index No. 002359.55
42. Police Annex, Derek Drive, Bentonville, AR, 72712
43. Police Facility, 908 Southeast 14th Street, Bentonville, AR, 72712, Index No. 002359.57
46. Wastewater Compost Facility/Sand Storage Bldg, 2000 Northwest A Street, Bentonville, AR, 72712
47. Metal Buildings- 1,2,3, 1992 Northwest A Street, Bentonville, AR, 72712
48. Wastewater Mckissick Creek Complex, 3690 Peach Orchard Rd, Bentonville, AR, 72712
49. Wastewater North Lift Station, 2311 NE A Street, Bentonville, AR, 72712
50. Wastewater South Lift Station, 3608 Riviera Drive, Bentonville, AR, 72712
51. Wastewater treatment facility/2006 Ultra Violet Equipment, 1901 Northeast A Street, Bentonville, AR, 72712, Index No. 002359.58
53. Water Dept Metering Station, Olive & Moberly, Bentonville, AR, 72712
54. Water Dept Service TV Camera, Water Dept Service TV Camera, Bentonville, AR, 72712
55. Water Tank 2, 1900 Highway 102 East, Bentonville, AR, 72712



- 56. Water Tank 3 & 4/Water Pump Station, 700 Southwest I Street, Bentonville, AR, 72712
- 57. Water Tank 5, 901 Northwest 12th Street, Bentonville, AR, 72712, Index No. 002359.60
- 58. District Court Bldg, 2706 South Walton Boulevard, Bentonville, AR, 72712
- 59. Lawrence Place Ice Skating Park, 214 Northeast A Street, Bentonville, AR, 72712
- 60. Special Services Bldg., 801 Southwest A Street, Bentonville, AR, 72712
- 61. Merchants Park Restroom/Concession, 201 Northwest Elm Tree Road, Bentonville, AR, 72712
- 62. Fire Station 6, 3312 Southwest I Street, Bentonville, AR, 72712
- 63. Citizens Park - Tennis Complex- Bentonville Community Center, 1100 & 1101 Southwest Citizens Circle, Bentonville, AR, 72713, Index No. 003027.64
- 64. 1309 Southwest Hayfield, Bentonville, AR, 72712
- 65. Austin Baaggett Park Pavillion/Playground, SE D & 6th Street, Bentonville, AR, 72712
- 66. North Bentonville Trail Fitness Center, 299 Northwest A Street, Bentonville, AR, 72712
- 67. Municipal Works Building, 3200 SW Municipal Drive, Bentonville, AR, 72712, Index No. 003378.16
- 68. Mem Park Tennis Complex/Restroom/Volleyball Court, 1701 NE John DeShields Boulevard, Bentonville, AR, 72712
- 69. Municipal Works Building - Auction House, 3202 Southwest Municipal Drive, Bentonville, AR, 72712
- 70. Municipal Works Building - Fueling/Wash Bays, Sand/Salt Storage, 2900 Southwest Municipal Drive, Bentonville, AR, 72712
- 71. Slaughter Pen Restroom, 3424 Razorback Greenway, Bentonville, AR, 72712
- 72. Citizens Park Pavilion/Amphitheater, 1138 Citizens Park Circle, Bentonville, AR, 72712
- 74. Municipal Works Building - Inventory Warehouse, 501 SW 28th Street, Bentonville, AR, 72712, Index No. 003533.88
- 75. 1501 Derek Drive, Bentonville, AR, 72712, Index No. 003397.09
- 76. Fire Station 7, 4508 Southwest Prime Avenue, Bentonville, AR, 72713
- 77. 201 Northwest A Street, Bentonville, AR, 72712

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE CITY OF BENTONVILLE'S BUILDING AND
PROPERTY INSURANCE AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Stephens Insurance, LLC (insurance provided through Affiliated FM) for the City's Building and Property Insurance, in an amount not to exceed \$297,006.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the lack of other qualified providers willing to submit proposals for coverage and because of the critical need for continuation of coverage, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

Submitted by: Jake Harper

Department: Admin

Phone: 271-6781

ACTION REQUIRED:

Approval of a Budget Adjustment due to increase in cost of Property Insurance. Please see attached memo.

COST TO CITY:

Cost of this Request: \$297,006

Additional Budget Amount: \$57,006

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	240,000
Funds Expended to Date		
Remaining Budget		240,000
Budget Adjustment		57,006
Remaining After Adjustment	\$	297,006

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: The City of Bentonville
From: Stephens Insurance, LLC.
Date: June 17, 2020
Re: The City of Bentonville Property Insurance

Beginning in 2019 the property insurance market has taken a turn for the worst. An aggregation of natural catastrophe losses spanning several years contributed to deteriorating property insurance results and was a catalyst for rate hikes. In 2017, insurers posted a record-breaking \$135 billion in catastrophe losses, according to Munich Re. Adverse results were substantially driven by losses from Hurricanes Harvey, Irma, and Maria. That was followed by insured losses of \$86 billion in 2018 and a more typical, but still elevated, \$52 billion in 2019. For insurance carriers, rising rates are finally bringing relief from a prolonged period of chronically underpriced business that took a toll on the bottom line. But even though rate increases of 25 percent and more are now the norm, underwriters say more improvements are necessary to restore insurer profitability.

In addition to the double whammy of lower premiums and higher losses, insurers also are facing a low interest rate environment. The global collapse in interest rates means that insurers and reinsurers don't have the ability to offset underwriting losses with investment income.

Higher premiums are unavoidable, even for loss-free accounts. We're seeing an uptick of about two points per month on property renewals. On average, property accounts are renewing 25 percent higher this year.

Wildfires on the west coast, hurricanes in the Gulf of Mexico and Atlantic, convective storms in the Midwest, and terrorist attacks around the globe are all contributing factors to the increased rates that we are seeing today. Geography is no longer the sole consideration of underwriters in this global economy. The majority of insurance carriers purchase reinsurance as a backstop in the event of a catastrophe event. Even though the City of Bentonville has very little if any loss activity, your rates are affected by global losses to the primary insurance and reinsurance carriers through a trickle-down effect. The carriers cannot obtain enough rate increase on the coasts to pay for the catastrophe events that seem to be increasingly normal. As a result, they are putting more rate pressure on the middle of the country to help pick up the slack, while reducing available capacity, increasing deductibles, and restricting coverage terms at the same time.

Rates have increased materially, but insurers insist that more increases are necessary to bring the property insurance ROE back to an appropriate level. While COVID-19 and an impending recession have introduced uncertainty into the market, many analysts believe that rates will continue to rise at least through 2020. One thing is for certain though, the market always swings the other way. When the time comes the City of Bentonville will enjoy the benefit of that swing which generally lasts longer than a hard market.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2020

Submitted by:

Administration

Department

Phone

271-3112

ACTION REQUIRED:

Resolution of Support for the "Our Bentonville - Be Safe, Be Smart" Public Awareness Campaign and Health Authority Guidance Related to COVID-19.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR THE “OUR BENTONVILLE - BE SAFE, BE SMART” PUBLIC AWARENESS CAMPAIGN AND HEALTH AUTHORITY GUIDANCE RELATED TO COVID-19.

WHEREAS, the Bentonville community is launching a public awareness campaign that will help educate residents and visitors about important COVID-19 safety measures.

WHEREAS, the campaign, entitled *Our Bentonville - Be Safe & Be Smart* focuses on two key components:

Be SAFE. *Social distance, wash your hands and wear a mask in public.*

Be SMART. *Stay home if you're experiencing symptoms - get tested.*

WHEREAS, Visit Bentonville, the Greater Bentonville Chamber, Bentonville Parks & Recreation, the Bentonville School District, and Downtown Bentonville Inc. are working together to help spread the critical health message. Each partner will leverage their resources to remind everyone to do their part to protect themselves and the Bentonville community by taking these simple steps.

WHEREAS, according to Kalene Griffith, President and CEO of Visit Bentonville, the campaign will emphasize that "Our Bentonville restaurants, attractions, and local businesses continue to promote health and safety measures to ensure that everyone can enjoy the fantastic art, culture, and food Bentonville has to offer."

WHEREAS, this campaign will make available downloadable assets, materials and infographics for local businesses, sharing important health information.

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

Section 1: That the City of Bentonville hereby expresses its support for the *Our Bentonville - Be Safe & Be Smart* campaign, to promote public health, safety and welfare.

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