



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, November 28, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, November 28, 2017 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 14, 2017**

AGENDA

1. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Joe Robert Randel)

(Pages 5-29)

2. Planning:

- 2a. **Rezoning: Yessur Investments, LLC, 410 Dickson Road & 507 Northwest 5th Street, From R-1, Single Family Residential & R-3, Medium Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 33-39)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

- 2b. **Rezoning: Evert & Juanita Kaiser, 302 Northeast B Street, From R-1, Single Family Residential to DN-3, High Density Residential.**

(Pages 40-43)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The DN-3, Downtown High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2c. **Rezoning: Kuhlman Properties, LLC, Southwest Regional Airport Boulevard, From A-1, Agricultural to C-2, General Commercial.**
(Pages 44-47)
The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2d. **Rezoning: Kuhlman Properties, LLC, Southwest Regional Airport Boulevard, From A-1, Agricultural to R-4, High Density Residential.**
(Pages 48-51)
The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The R-4, High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2e. **Rezoning: DEB Farm Adventures, Barron Road & Piercy Road, From A-1, Agricultural to R-1, Single Family Residential.**
(Pages 52-56)
The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

- 2f. **Lot Split: Lots 1, 2, & 3 The Crossings Subdivision, Shelly McMillon, Northeast J Street & Northeast Chapel Hill Drive, R-1, Single Family Residential.**
(Pages 57-61)
The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of a 45.5 acre, unplatted parent tract, creating three new lots that will be known as Lot 1 (.57 +/- acres), Lot 2 (.56 +/- acres) & Lot 3 (44.35 +/- acres) of The Crossings Subdivision. Lots 1 and 2 are fronted on NE Chapel Hill Drive and Lot 3 is fronted on NE J Street. Per the Master Street Plan requirements, right-of-way will be dedicated along NE J Street; 45' from centerline along the west side of Lot 3 and 26' from centerline along the northern boundary. No new utility or access easements are being dedicated by this plat. Each new lot will have access to public water and a public street.

- 2g. **Lot Split: Lots 46, 47 & 48 Fountain Plaza Subdivision, Kenneth Mourton, Southeast Plaza Avenue & Southeast Fountain Boulevard, C-2, General Commercial.**

(Pages 62-65)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of Lot 35 of Fountain Plaza Subdivision, creating three new lots that will be known as Lot 46 (+/- .75 acres), Lot 47 (+/- .98 acres) & Lot 48 (+/- 1.00 acres) of Fountain Plaza Subdivision. Per the Master Street Plan requirements, no new right-of-way is needed along SE Plaza Avenue. Two 15' utility easements will be dedicated between Lots 46 and 47 and between Lots 47 and 48. Each new lot will have access to public water and a public street.

- 2h. **Property Line Adjustment: Lots 6 & 7 Wayne Carlson Subdivision, James & Sally Durham , 1503 & 1505 Southwest 2nd Street, R-1, Single Family Residential.**

(Pages 66-69)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the common lot line between lots 5A and 2B of the Wayne Carlson Subdivision, creating two new lots known as Lot 6 (+/- 2.61 acres) and Lot 7 (+/- 2.14 acres), Wayne Carlson Subdivision. No additional right-of-way is required by the Master Street Plan. A public utility and access easement of varying width will be added per the plat.

- 2i. **Ordinance: Sign Code Amendment.**

(Pages 70-74)

The Planning Commission voted 6-0, recommending approval.

The proposed amendment requires that an sign permit application must be submitted when sign faces are being replaced; eliminates conflicts between regulations for roof, canopy, awning and wall signs; requires that signage must be brought into compliance when a property is being completely redeveloped; and prohibits commercial mascots.

- 2j. **Ordinance: Article 1600 Addressing Amendment.**

(Pages 75-84)

The Planning Commission voted 6-0, recommending approval.

The proposed amendments are designed to better organize the regulations, provide specific guidance on addressing for a variety of conditions and situations, and remove conflicting regulations within the municipal code.

3. Public hearing and ordinance vacating a Utility and Drainage Easement located 3900 East Central Avenue, Kensington Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 85-88)**
4. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas State Soccer Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 89-94)**
5. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 95-100)**
6. Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding. **(Pages 101-105)**
7. Parks and Recreation recommends City Council to award bid No. 2017-29 to Jet Custom Screen Printing for participant shirts for the 2018 Run Bentonville Half Marathon. **(Pages 106-108)**
8. A resolution authorizing the Mayor and City Council to enter into an agreement with AEP for a new Point of Delivery in association with the construction of Substation "J". The City's costs per this agreement are estimated to be \$60,000.00. **(Pages 109-137)**
9. Adoption of an ordinance providing for the description of boundaries and other details related to the adjustment of the City's ward boundaries due to population growth. The ordinance will put in effect the decision made by the Council in July, 2017 as to the realignment. The new boundaries will take effect January 1, 2019 and the 2018 City Council elections will be to the Ward described by the new boundaries. **(Pages 138-141)**
10. Approve resolution adopting the 2018 Budget. **(Pages 142-184)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 28, 2017

Submitted by:

City Hall

Department

-

Phone

271-3112

ACTION REQUIRED:

ACTION REQUIRED: An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Voluntary Annexation - Joe Robert Randel)

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



BENTON COUNTY

STATE OF ARKANSAS

RECEIVED NOV 13 2017

TENA O'BRIEN

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373

November 7, 2017

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350

Honorable Bob McCaslin
City of Bentonville
117 W. Central Ave
Bentonville, AR 72712

Re: In the Matter of Annexing to the City of Bentonville, Arkansas Certain
Territory Contiguous to Said City of Bentonville, Arkansas

Dear Mayor McCaslin:

The County has received and processed a proposed annexation pursuant to ACA § 14-40-609 related to annexations by 100% of the property owners. I am transmitting to you a copy of the documents relating to the proposed annexation for consideration by the Bentonville City Council.

The legal description for the annexation as proposed by the Petitioners did not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A" and which are depicted in the attached Exhibit "B" to the County Judge's Order Authorizing Annexation. If your town desires to annex this property, the County Judge has required that you include the property described in Exhibit "A" and depicted in Exhibit "B" in what you are accepting. If you fail to do so, the County Judge has indicated he will not confirm the annexation.

If your council and you approve the annexation, please ask your clerk or recorder to return to me one (1) certified copy of the plat of the annexed property and one (1) certified copy of the ordinance or resolution approving the annexation so that I can send those on to the Secretary of State as required by the statute.

Please feel free to contact me if you have questions.

Sincerely,

TENA O'BRIEN, County Clerk

enc
COUNTY CLERK
(479) 271-1013
FAX (479) 271-1019

BENTONVILLE
(479) 271-1013
FAX (479) 271-1019

PROBATE COURT CLERK
(479) 271-5727
FAX (479) 271-1712

ROGERS
(479) 636-3727
FAX (479) 636-4922
ARCHIVIST (479) 636-1037
FAX (479) 636-1053

FILED

2017 NOV -7 PM 12: 04

CLERK OF COURT
BENTONVILLE, ARKANSAS

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

Joe Randel, Petitioners

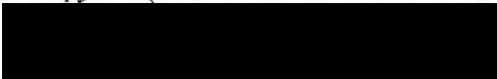
COUNTY COURT ORDER NO. CC 2017-30

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided;
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final; and
- 7) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal description(s) for which are included on the attached Exhibit “A” to this order, and which are depicted in the attached Exhibit “B” to this order, and any acceptance of this annexation by the City of Bentonville is required to include acceptance of the property described in Exhibit “A” and depicted in Exhibit “B” in the resolution or ordinance accepting such annexation or an order confirming the annexation will not be entered.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of Bentonville.


HON. BARRY MOEHRING, County Judge

Date Nov. 7, 2017

2017 3638

FILED

2017 NOV -7 PM 12: 04

EXHIBIT "A"
RIGHT OF WAY DESCRIPTION
FOR PUNKIN HOLLW ROAD

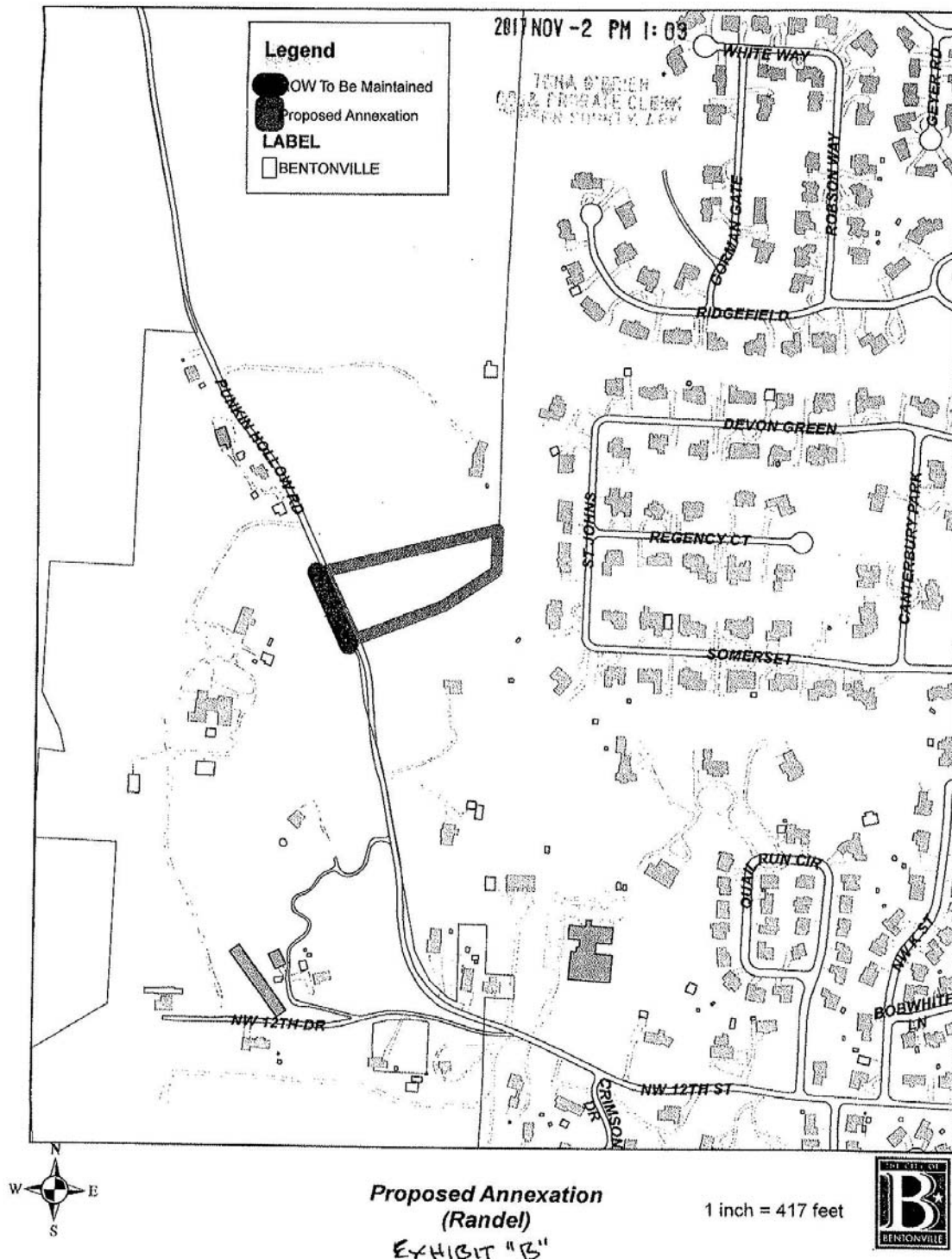
RECEIVED
NOV 7 2017

A part of the Northeast quarter of the Southwest quarter of Section 24, Township 20-North, Range 31-West, Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Southwest quarter; thence S00°25'48"W 813.22 feet; thence S52°22'20"W 225.21 feet; thence S66°46'31"W 318.84 feet to the Point of Beginning; thence S66°46'31"W 50.10 feet; thence N26°52'15"W 271.42 feet; thence N74°03'16"E 50.92 feet; thence S26°52'15"E 264.96 feet to the Point of Beginning.

2017 3639

FILED



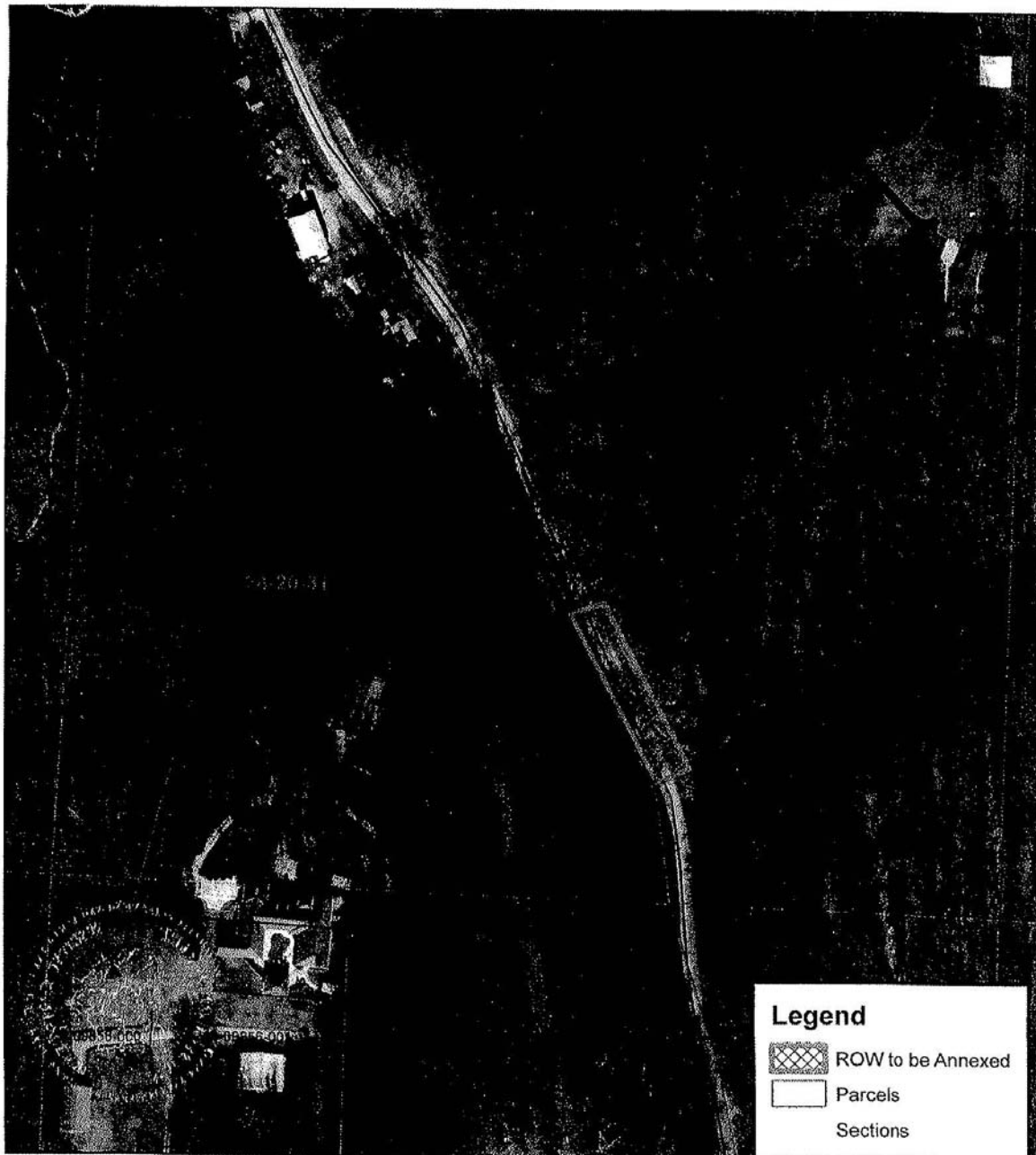
2017 3640

Exhibit "B"
CC 2017-30

FILED

2017 NOV -7 PM12:04

Abutting ROW to Annexation



FILED

2017 NOV -6 PM 2: 28

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

CC 2017-30

VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Tena O'Brien, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

(A) is in writing;

(B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

(C) contains an accurate description of the relevant property or properties;

(D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

(E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

(F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

Additionally, we note that the legal description in (C) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A" and which are depicted in the attached Exhibit "B" to this verification.


HON. TENA O'BRIEN, County Clerk


HON. RODERICK GRIEVE, County Assessor

FILED

2017 NOV -6 PM 2: 29

TESTED
CALIFORNIA CLERK
10/11/17 10:12 AM



Date: October 26, 2017
Subject: Proposed Annexation Checklist
CC 2017-30

✓ (A) is in writing;

✓ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

✓ (C) contains an accurate description of the relevant property or properties;

✓ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

✓ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

✓ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

✓ [Additionally, we note that the legal description in (C) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A"]

Please contact me if you have any questions.

[Redacted signature]

Michael D. Million
Manager – Mapping Dept.
Benton County Assessor's Office
Phone: 479-271-1037, ext. 7004
Email: michael.million@bentoncountyar.gov

FILED

2017 NOV -6 PM 2: 29

EXHIBIT "A"
RIGHT OF WAY DESCRIPTION
FOR PUNKIN HOLLW ROAD

FILED
2017 NOV -6 PM 2: 29

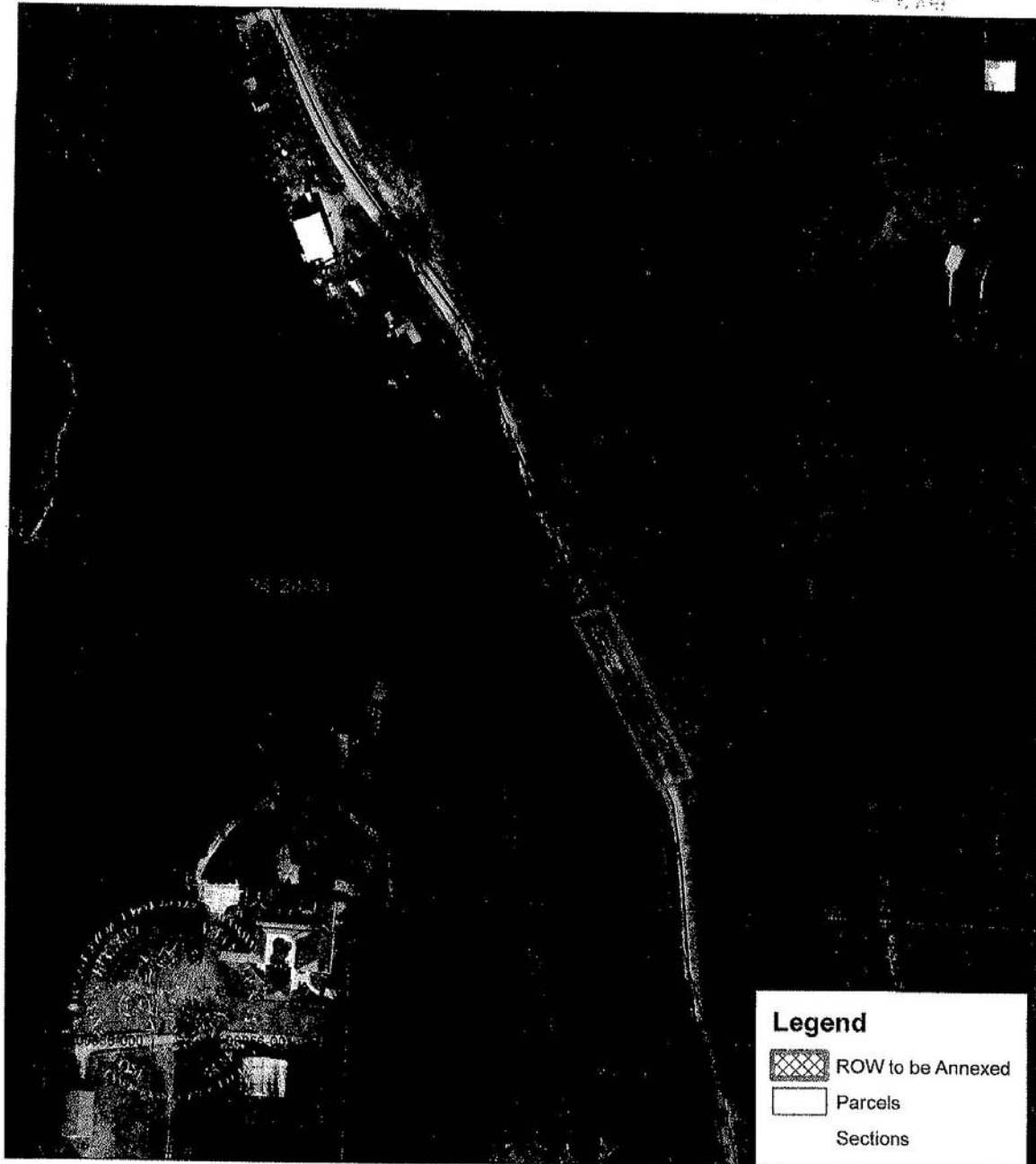
A part of the Northeast quarter of the Southwest quarter of Section 24, Township 20-North, Range 31-West, Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Southwest quarter; thence S00°25'48"W 813.22 feet; thence S52°22'20"W 225.21 feet; thence S66°46'31"W 318.84 feet to the Point of Beginning; thence S66°46'31"W 50.10 feet; thence N26°52'15"W 271.42 feet; thence N74°03'16"E 50.92 feet; thence S26°52'15"E 264.96 feet to the Point of Beginning.

Exhibit "B"
CC 2017-30
Abutting ROW to Annexation

FILED

2017 NOV -6 PM 2:29



FILED

2017 NOV -2 PM 1:03

RECEIVED
NOV 2 2017

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. 2017-30

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 9-26-17

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

See legal description of the area to be annexed attached as Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B."

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED

2017 NOV -2 PM 1:03

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature below a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED

2017 NOV -2 PM 1:03

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-09847-001

Parcel number of property to be annexed

Ph. 512-297-9122

ACKNOWLEDGMENT

State of Arkansas)
County of Benton) ss.

On this the 26th day of September, 2017, before me, the undersigned officer, personally appeared Joe Robert Randel, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]
NOTARY PUBLIC

My Commission Expires:

5-23-2022



FILED

2017 NOV -2 PM 1:03

Randel Annexation

EXHIBIT "A"

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 20N, Range 31W, Benton County, Arkansas, being more particularly described as follow:

Beginning at a point which is S 0° 25' 48" W, 663.22' from the NE Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24;

Thence S 0° 25' 48" W, 150';

Thence S 54° 22' 20" W, 225.21;

Thence S 66° 46' 31" W, 343.84';

Thence N 26° 52' 15" W, 268.19';

Thence N 74° 03' 16" E, 646.24' to the point of beginning.

Benton
216 W Senior Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72612

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

Harrison
218 E. Ridge Ave.
Harrison, AR 72601



First National
Title Company

Headquarters
First National Title Company
Little Rock
415 N McKinley Street, Suite 1200
Little Rock, AR 72205

EXHIBIT "C" FILED

Faulkner County Title Company
2017 NOV 22 PM 1:09

Conway
711 Locust Street
Conway, AR 72034

Greenbrier
8 Wilton Farm Road, Suite A
Greenbrier, AR 72058

Little Rock Title Company
A Division of
First National Title Company

Little Rock
1001 W. Main Street #100
Little Rock, AR 72201

Jasper
201 N. Stone Street
P.O. Box 77
Jasper, AR 72641

October 25, 2017

Greetings,

My name is Steve Pangle, I am the Benton County Manager for First National Title, the largest Independent title company in the state of Arkansas. This letter is to confirm that I have fully examined the parcel numbers described in Exhibit C-1, and the legal description contained in Exhibit C-2 and can positively verify that the names listed beside the parcel numbers are in fact, the Owners of record and match accordingly to the Benton County records.

18-09847-001: Joe R Randel

Sincerely,

Steve Pangle

www.firstnationaltitle.net

FILED

2017 NOV -2 PM 1:03

RANDEL ANNEXATION
EXHIBIT "C-1"

RECEIVED
NOV 2 2017

Joe Robert Randel

18-0947-001

FILED

2017 NOV -2 PM 1:03

Randel Annexation

EXHIBIT "C-2"

RECEIVED
CLERK OF COURT
BENTON COUNTY
ARKANSAS
NOV 2 2017

Part of the NE ¼ of the SW ¼ of Section 24, Township 20N, Range 31W, Benton County, Arkansas, being more particularly described as follow:

Beginning at a point which is S 0° 25' 48" W, 663.22' from the NE Corner of the NE ¼ of the SW ¼ of said Section 24;

Thence S 0° 25' 48" W, 150';

Thence S 54° 22' 20" W, 225.21;

Thence S 66° 46' 31" W, 343.84';

Thence N 26° 52' 15" W, 268.19';

Thence N 74° 03' 16" E, 646.24' to the point of beginning.

EXHIBIT "D"

FILED

2017 NOV -2 PM 1:03

TRANSMISSION
STATE OF ARKANSAS
BENTONVILLE

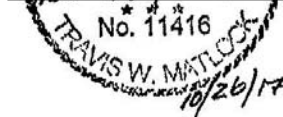
Greetings:

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Randel Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit A to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.



FILED

2017 NOV -2 PM 1:03

Randel Annexation

EXHIBIT "D-1"

Part of the NE ¼ of the SW ¼ of Section 24, Township 20N, Range 31W, Benton County, Arkansas, being more particularly described as follow:

Beginning at a point which is S 0° 25' 48" W, 663.22' from the NE Corner of the NE ¼ of the SW ¼ of said Section 24;

Thence S 0° 25' 48" W, 150';
Thence S 54° 22' 20" W, 225.21';
Thence S 66° 46' 31" W, 343.84';
Thence N 26° 52' 15" W, 268.19';
Thence N 74° 03' 16" E, 646.24' to the point of beginning.

FILED

2017 NOV -2 PM 1:03



ARKANSAS
GIS OFFICE

FILED
CLERK OF COURT
CLERK OF COURT

October 9, 2017

Mr. Jim Wheelless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville described as the "Randle Annexation." This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst
/jjw

Attachments:
GIS Office Map of Proposed Annexation
Secretary of State Municipal Change Checklist

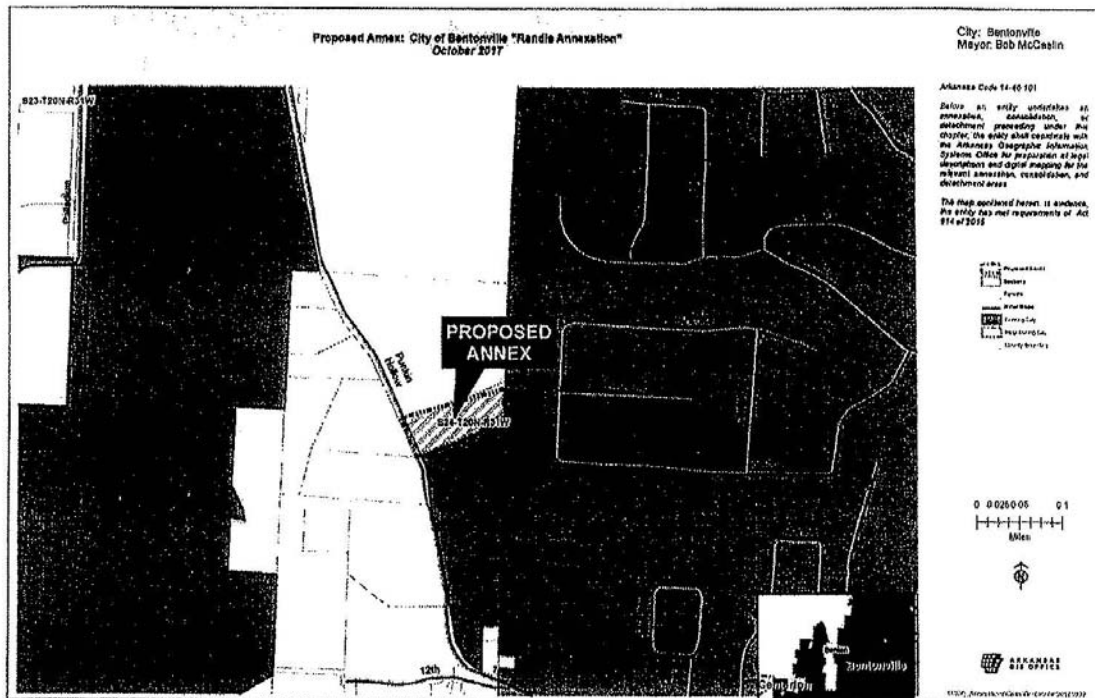
H:\City_Annexations\Cities\Bentonville\20171009\Doc\ 20171009_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE • 1 CAPITOL MALL SUITE 6D • LITTLE ROCK • ARKANSAS • 72201
PHONE (501) 682-2767 • www.gis.arkansas.gov • FAX (501) 682-6077

FILED

2017 NOV -2 PM 1: 03

CLERK OF COURT
CLERK OF COURT
CLERK OF COURT



FILED

2017 NOV -2 PM 1:03

RANDEL ANNEXATION ROW

EXHIBIT

ITEM 2

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 20N, Range 31W, Benton County, Arkansas, being more particularly described as follow:

Commencing at the NE Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24;

Thence S $0^{\circ} 25' 48''$ W, 663.22';

Thence S $0^{\circ} 25' 48''$ W, 150';

Thence S $54^{\circ} 22' 20''$ W, 225.21;

Thence S $66^{\circ} 46' 31''$ W, 343.84' for the point of beginning;

Thence S $65^{\circ} 17' 23''$ W, 16.59';

Thence N $24^{\circ} 42' 37''$ W, 268.19';

Thence N $65^{\circ} 17' 23''$ E, 16.95';

Thence S $24^{\circ} 38' 01''$ E, 268.19' to the point of beginning.

Municipal Services for Annexation

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals. This exhibit does not obligate the City to provide utility services that are not available to the annexed area.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by JOE ROBERT RANDEL owner(s) of the hereinafter described territory, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 2nd day of November, 2017, the County Court of Benton County, Arkansas, found that the petition was signed by the owners of said territory; that said territory was contiguous and adjoining the present corporate limits of the City of Bentonville, Arkansas; that an accurate plat or map of said territory had been filed with, and made a part of said petition; and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and a part of the City of Bentonville, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by law; and

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

Section 1. That the land described on the attached Exhibit A is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the same is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 2 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED: _____

Mayor

ATTEST: _____

Clerk



City Council Agenda Items
For City Council Meeting of November 28, 2017
From the November 21, 2017 Planning Commission Meeting

Rezoning: Yessur Investments, LLC, 410 Dickson Road & 507 Northwest 5th Street, From R-1, Single Family Residential & R-3, Medium Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

Rezoning: Evert & Juanita Kaiser, 302 Northeast B Street, From R-1, Single Family Residential to DN-3, High Density Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The DN-3, Downtown High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Rezoning: Kuhlman Properties, LLC, Southwest Regional Airport Boulevard, From A-1, Agricultural to C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Rezoning: Kuhlman Properties, LLC, Southwest Regional Airport Boulevard, From A-1, Agricultural to R-4, High Density Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The R-4, High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Rezoning: DEB Farm Adventures, Barron Road & Piercy Road, From A-1, Agricultural to R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Agricultural (A). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Lot Split: Lots 1, 2, & 3 The Crossings Subdivision, Shelly McMillon, Northeast J Street & Northeast Chapel Hill Drive, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of a 45.5 acre, unplatted parent tract, creating three new lots that will be known as Lot 1 (.57 +/- acres), Lot 2 (.56 +/- acres) & Lot 3 (44.35 +/- acres) of The Crossings Subdivision. Lots 1 and 2 are fronted on NE Chapel Hill Drive and Lot 3 is fronted on NE J Street. Per the Master Street Plan requirements, right-of-way will be dedicated along NE J Street; 45' from centerline along the west side of Lot 3 and 26' from centerline along the northern boundary. No new utility or access easements are being dedicated by this plat. Each new lot will have access to public water and a public street.

Lot Split: Lots 46, 47 & 48 Fountain Plaza Subdivision, Kenneth Mourton, Southeast Plaza Avenue & Southeast Fountain Boulevard, C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split of Lot 35 of Fountain Plaza Subdivision, creating three new lots that will be known as Lot 46 (+/- .75 acres), Lot 47 (+/- .98 acres) & Lot 48 (+/- 1.00 acres) of Fountain Plaza Subdivision. Per the Master Street Plan requirements, no new right-of-way is needed along SE Plaza Avenue. Two 15' utility easements will be dedicated between Lots 46 and 47 and between Lots 47 and 48. Each new lot will have access to public water and a public street.

Property Line Adjustment: Lots 6 & 7 Wayne Carlson Subdivision, James & Sally Durham , 1503 & 1505 Southwest 2nd Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will adjust the common lot line between lots 5A and 2B of the Wayne Carlson Subdivision, creating two new lots known as Lot 6 (+/- 2.61 acres) and Lot 7 (+/- 2.14 acres), Wayne Carlson Subdivision. No additional right-of-way is required by the Master Street Plan. A public utility and access easement of varying width will be added per the plat.

Ordinance: Sign Code Amendment.

The Planning Commission voted 6-0, recommending approval.

The proposed amendment requires that an sign permit application must be submitted when sign faces are being replaced; eliminates conflicts between regulations for roof, canopy, awning and wall signs; requires that signage must be brought into compliance when a property is being completely redeveloped; and prohibits commercial mascots.

Ordinance: Article 1600 Addressing Amendment.

The Planning Commission voted 6-0, recommending approval.

The proposed amendments are designed to better organize the regulations, provide specific guidance on addressing for a variety of conditions and situations, and remove conflicting regulations within the municipal code.

Reviewer: Jon Stanley, Planner

The DN-2, Downtown Medium-Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Downtown Medium Density Residential and is compatible with the existing and adjacent uses.

Legend

- Pending Planning Commission Items
- Commercial
- Inter
- Multi-Family
- Single-Family Residential
- Zone**
- R-1 Single Family Residential
- R-2 Duplex & Paha Home
- R-3 Medium Density Residential
- R-4 Residential Estate

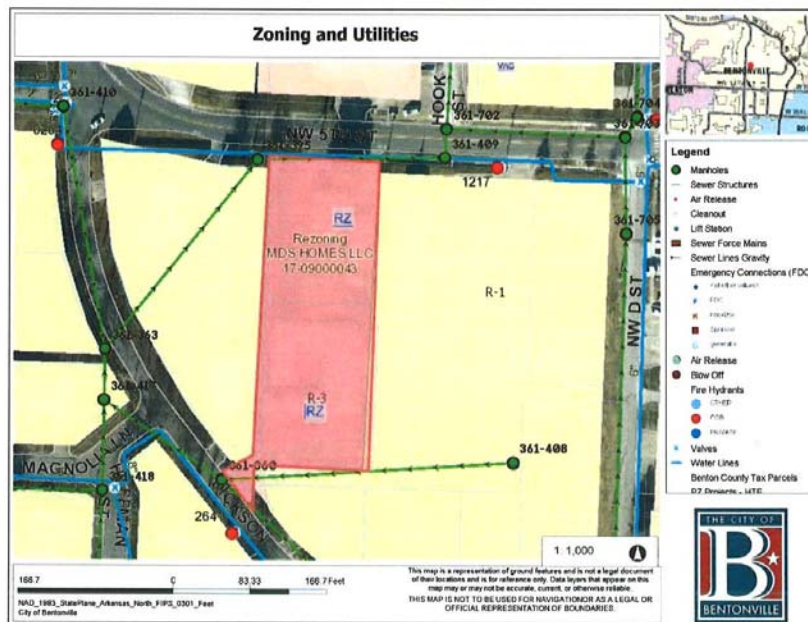
Map Labels: NW 6TH ST, NW 5TH ST, NW 4TH ST, NW 3RD ST, BELLA VISTA RD, CRESTVIEW DR, MAGNOLIA DR, MAGNOLIA LN, JACKSON ST, HUFFMAN ST, LEFORS ST, R-1, R-2, R-3, R-4, R-E, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, B-24, B-25, B-26, B-27, B-28, B-29, B-30, B-31, B-32, B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40, B-41, B-42, B-43, B-44, B-45, B-46, B-47, B-48, B-49, B-50, B-51, B-52, B-53, B-54, B-55, B-56, B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66, B-67, B-68, B-69, B-70, B-71, B-72, B-73, B-74, B-75, B-76, B-77, B-78, B-79, B-80, B-81, B-82, B-83, B-84, B-85, B-86, B-87, B-88, B-89, B-90, B-91, B-92, B-93, B-94, B-95, B-96, B-97, B-98, B-99, B-100.

Scale: 1 inch = 200 feet

Contact Information:
 17-09000043
 REZONING R1 & R3 to DN-2
 MD5 HOMES, LLC
 01-00483-000 & 01-00483-001

Logo: B3

REZONING STAFF REPORT



Rezone Narrative

Owner: Yessur Investments, LLC
Address: 410 Dickson St./507 NW 5th St.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential & R-3, Medium Density Residential

Proposed Zoning: DN-2, Downtown Medium Density Residential

Owner: Yessur Investments, LLC

Reason for rezone: Part of the property currently has Multi-Family Residential housing (Apartments) that are in poor condition and part of the property has a Single Family Residence that is also in poor condition. Our intention is to remove the existing buildings on this property and replace it with new Medium Density Townhomes that blend with the surrounding area, while adopting the new zoning classifications for the downtown and surrounding area.

How will property relate to surrounding properties: The current surrounding properties are a Church located on the East side of our property, some multi-family residential units on the North side across NW 5th St, and older single family residences on the West side and South side, with a mixture of single-family residential and multi-family residential within a one block radius.

Proposed Use: Medium Density, Multi-Family Residential use

Traffic: The current city infrastructure is adequate to accommodate the use.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Existing buildings in poor condition on property will be removed with the intention of building new housing that will blend with the surrounding residences in style and materials.

Water and Sewer Availability: Water and Sewer mains are available to serve the property.

NOTICE OF INTENT TO REZONE

MDS Homes

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

R-1, Single Family Residential &
R-3, Medium Density Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

See attached Legal Descriptions

The common description of the property is: 410 Dickson St & 507 NW 5th St.

Proposed land use: Medium Density Residential Use

The public hearing will be held September 26th, 2017 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:

I would like to appear before the board

Signature and Physical Address

Signature and Physical Address

NOTICE OF INTENT TO REZONE

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

R-1, Single Family Residential &
R-3, Medium Density Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

See attached Legal Descriptions

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Proposed land use: Medium Density Residential Use

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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:

ROADS CANNOT HANDLE INCREASED TRAFFIC

Signature and Physical Address

BENTONVILLE, AR 72712

Signature and Physical Address

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE
FAMILY RESIDENTIAL AND R-3, MEDIUM-DENSITY RESIDENTIAL TO DN-2,
DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.**

WHEREAS, Yessur Investments, 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 and R-3, Medium-Density Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY OF NW 5TH ST, BEING 2202.02 FEET NORTH AND 259.30 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 03°05'58" WEST, A DISTANCE OF 331.72 FEET; THENCE NORTH 87°20'18" WEST, A DISTANCE OF 118.31 FEET; THENCE SOUTH 03°08'57" WEST, A DISTANCE OF 46.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF DICKSON ST.; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 36°52'24" WEST, A DISTANCE OF 48.77 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 63°34'32" EAST, A DISTANCE OF 36.06 FEET; THENCE NORTH 03°08'57" EAST, A DISTANCE OF 322.25 FEET TO THE SOUTH RIGHT-OF-WAY OF NW 5TH ST.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 87°34'44" EAST, A DISTANCE OF 118.03 FEET TO THE POINT OF BEGINNING, CONTAINING 39,443 SQUARE FEET OR 0.91 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 September 19, 2017 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential and R-3, Medium-Density Residential to DN-2, Downtown Medium-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential and R-3, Medium-Density Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, **2017.**

APPROVED:

ATTEST:

MAYOR

CITY CLERK

302 NE B Street

PC Date: 11/21/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0106
Applicant / Current Owner	Evert and Juanita Kaiser 302 NE B Street Bentonville, AR 72701
Site Area	+/- 62 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High-Density Residential
Future Land Use Map Designation	Downtown High-Density Residential (D-HDR)

Property Description

The property is located at 302 NE B Street in very close proximity to downtown square. The area surrounding the property is all zoned single-family or Downtown Edge.

The proposed zoning designation will not adversely impact traffic in the area. The property is located downtown, where the existing street grid network can accommodate mixed-use development.

Per the GIS website, water and sewer are available.

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The DN-3, Downtown High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

In conclusion, the DN-3, Downtown High-Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Downtown High-Density Residential and is compatible with the existing and adjacent uses.

Legend

- Pending Planning Commission Item
- Commercial
- Mixed
- Multi-Family
- Public
- Single-Family Residential

Zone

- A-1 Agricultural District
- D-C Downtown Core
- D-E Downtown Edge
- R-1 Single-Family Residential
- R-3 Medium Density Residential

Map Labels: NE 5TH ST, NE 3RD ST, NE 2ND ST, NE 1ST ST, NE BURWOOD MEWS, NW 3RD ST, NW 2ND ST, NW 1ST ST, NE CENTRAL AVE, NW CENTRAL AVE, NE 3RD ST, NE 2ND ST, NE 1ST ST, NE BURWOOD MEWS, NW 3RD ST, NW 2ND ST, NW 1ST ST, NE CENTRAL AVE, NW CENTRAL AVE.

Scale: 1 inch = 200 feet

North Arrow: N

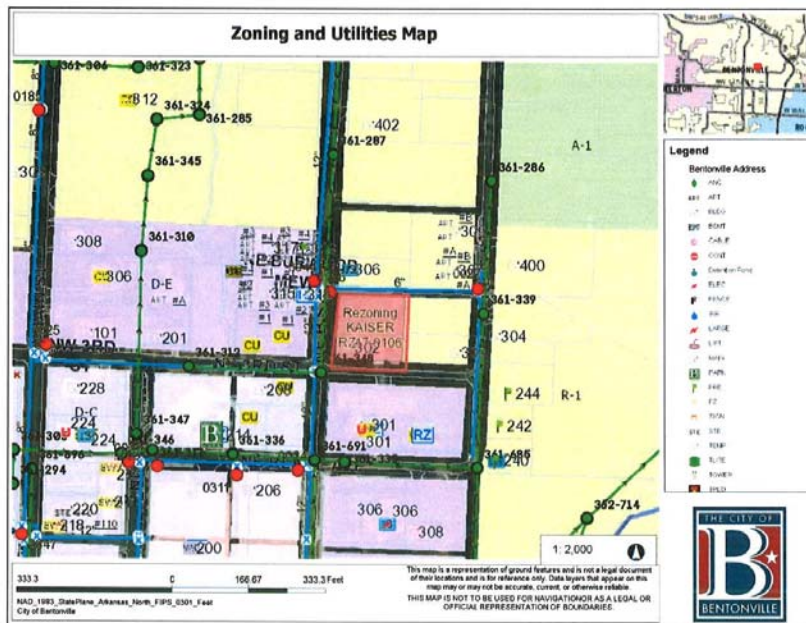
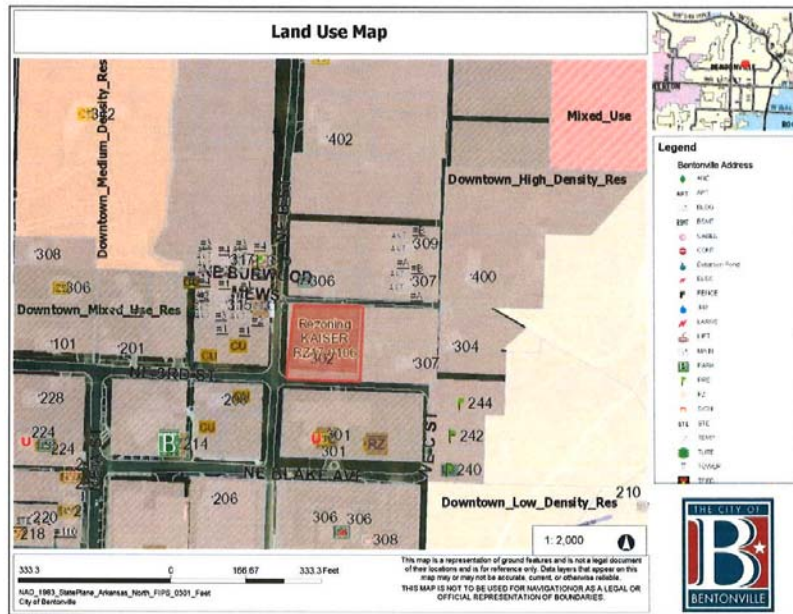
Map Title: REZONING KAISER R-1 TO DN-4

Map Number: R217-0108

Map Date: 1/1/08

Map Author: B

REZONING STAFF REPORT



Narrative

Current zoning designation - R-1 Residential
single family

Proposed zoning designation - ~~DN-3 Downtown Mixed Use Residential~~
~~Residential~~ DN-3 Downtown High Density Residential

Reason for requesting zoning change - pending sale

How property will relate to zoning change No change
Use - No change

traffic - No change

Signage - No change

Available water & sewer - Have both now

Main Water - 2 lines - west side 12" cast iron and
middle 4" cast iron

Main Sewer - 6" Plastic

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.**

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

LOT 1 IN CURTIS ADDITION TO THE TOWN OF BENTONVILLE, AND DESCRIBED
AS FOLLOWS: BEGINNING 10 RODS WEST OF THE SE CORNER OF THE NE ¼ OF
THE SE ¼ OF SECTION 30, TOWNSHIP 20 NORTH OF RANGE 30 WEST AND
RUNNING THENCE WEST 10 RODS; THENCE NORTH 10 RODS; THENCE EAST 10
RODS; THENCE SOUTH 10 RODS TO THE PLACE OF BEGINNING; and,

WHEREAS, Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 21, 2017 in the City of Bentonville Council Chambers; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Kuhlman Properties, LLC

Southwest Regional Airport Boulevard

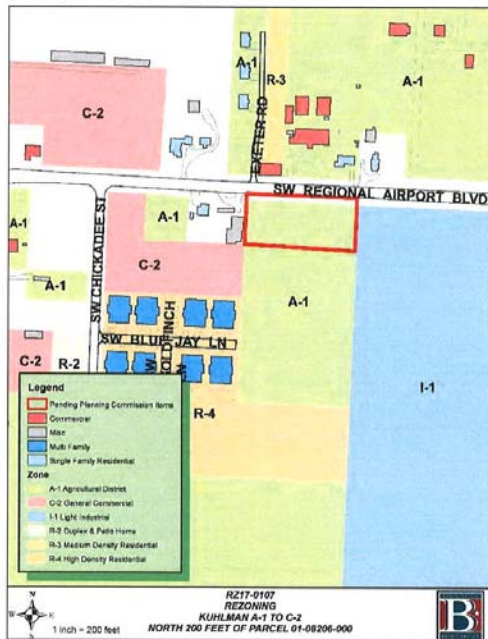
PC Date: 11/21/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0108
Applicant / Current Owner	Kuhlman Properties, LLC 11896 Lakenheath Dr Bentonville, AR 72712
Site Area	+/- 1.69 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

The property is located on SW Regional Airport Boulevard near the Glen at Polo Park and the Northwest Arkansas Regional Airport. The surrounding area is mixed-use; with multi-family housing and commercial development in close proximity.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located on a major road, with compatible surrounding uses.

Utility Infrastructure

Per the GIS website, water and sewer are available.

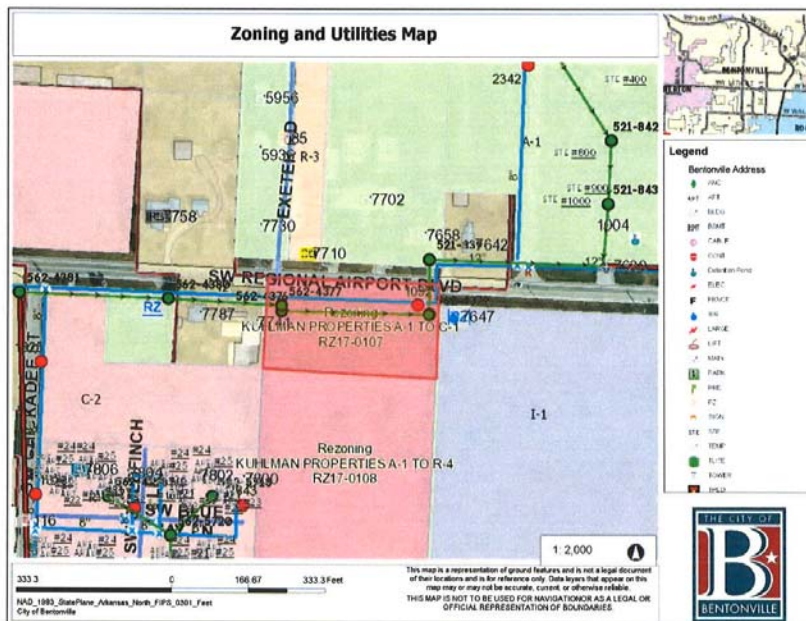
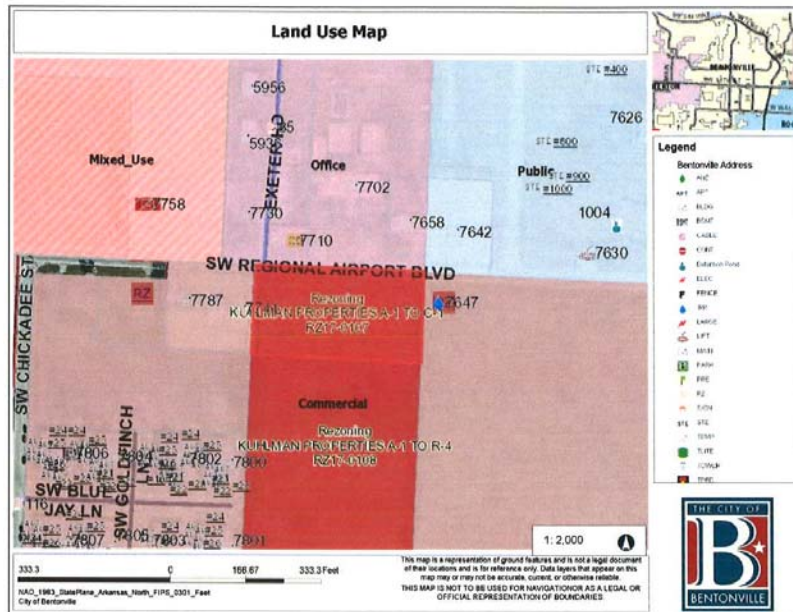
Relationship to the General Plan

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In Conclusion, the C-2, General Commercial zoning designation is consistent with the Future Land Use Plan that depicts this property as Commercial and is compatible with the existing and adjacent uses.

REZONING STAFF REPORT



Parcel # **01-08206-000** - north **200 feet**

Hwy 12 / Lay Farm

- Current zoning is A-1. Proposed zoning is C-2. Rezone to C-2 will allow for this area to be developed into office/retail and/or restaurant space as is consistent with the currently in place land use map. This parcel is currently owned by Kuhlman Properties, LLC and is under contract for sale to the current owner of Skyridge Estates, LLC pending rezoning approval.
- Land use map is currently spec'd for commercial but property is currently zoned A-1. Need rezoning to allow for commercial use.
- Surrounding properties are a mixture of commercial and multi-family. Future land use maps also call for commercial and multi-family uses in the surrounding areas, so this rezone will coincide with this usage.
- Future use will be for office/retail and/or restaurant space.
- Land is off of SW Regional Airport Blvd / Hwy 12 W. Being a major thoroughfare, traffic counts there won't negatively affect surrounding areas.
- Future additional signage will be limited in nature as needed and approved.
- Appearance will coincide and compliment what is already in place in this general area.
- Water and Sewer is available and in place along the front Northern part of this property. Water main is a 10" line, sewer is a 12" line.

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.**

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

THE NORTH 200 FEET OF THE FOLLOWING PROPERTY: PART OF NW ¼ OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 N, RANGE 31 W, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID 40 ACRES, RUN THENCE WEST 370 FEET, THENCE SOUTH 730 FEET, THENCE EAST 378 FEET, THENCE NORTH 730 FEET TO PLACE OF BEGINNING. SUBJECT TO HIGHWAY NO 12 ON THE NORTH SIDE OF THEREOF; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 21, 2017 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Kuhlman Properties, LLC

Southwest Regional Airport Boulevard

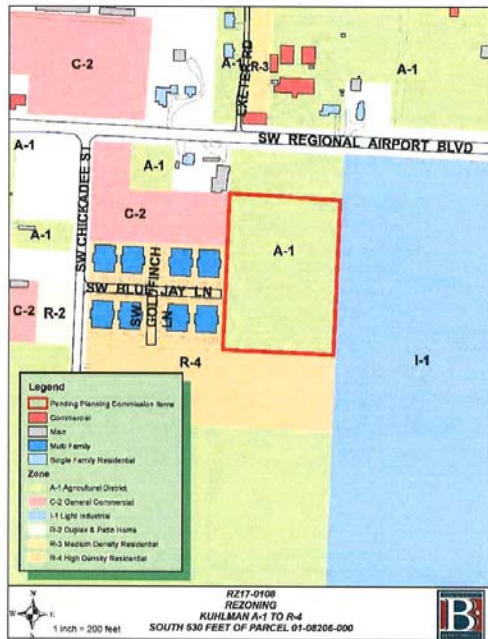
PC Date: 11/21/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0108
Applicant / Current Owner	Kuhlman Properties, LLC 11896 Lakenheath Dr Bentonville, AR 72712
Site Area	+/- 4.51 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-4, High Density Residential
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

The property is located on SW Regional Airport Boulevard near the Glen at Polo Park and the Northwest Arkansas Regional Airport. The surrounding area is mixed-use; with multi-family housing and commercial development in close proximity.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located on a major road, with compatible surrounding uses.

Utility Infrastructure

Per the GIS website, water and sewer are available.

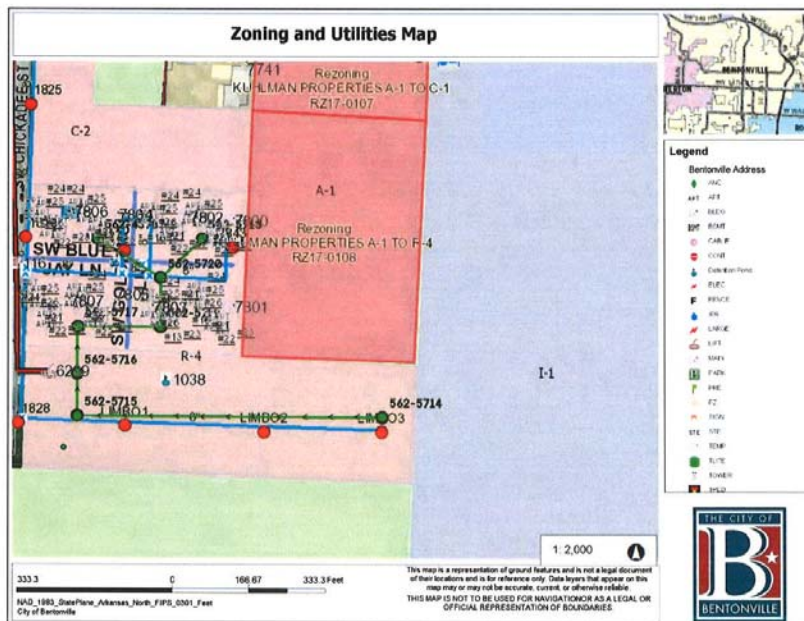
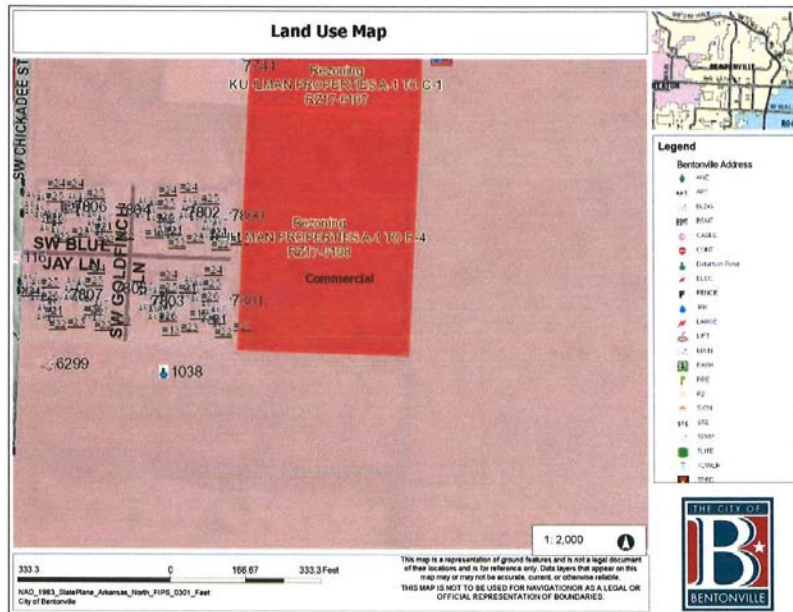
Relationship to the General Plan

The Future Land Use Plan depicts this property as Commercial (C). The R-4, High Density Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In conclusion, the R-4, High Density Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Commercial and is compatible with the existing and adjacent uses.

REZONING STAFF REPORT



Parcel # **01-08206-000** - south 530 feet

Hwy 12 / Lay Farm

- Current zoning is A-1. Proposed zoning is R-4. Rezone to R-4 will allow for the expansion of the currently in place Skyridge Estates which sits on the adjoining parcel to the West. This parcel is currently owned by Kuhlman Properties, LLC and is under contract for sale to the current owner of Skyridge Estates, LLC pending rezoning approval.
- Expansion of Skyridge Estates Apartment Complex located on the adjoining parcel directly West of subject property.
- Surrounding properties are a mixture of commercial and multi-family. Future land use maps also call for commercial and multi-family uses in the surrounding areas, so this rezone will coincide with this usage.
- Future use will be for expansion of Skyridge Estates
- Land is off of SW Regional Airport Blvd / Hwy 12 W. Being a major thoroughfare, traffic counts there wont negatively affect surrounding areas.
- Future additional signage will be limited in nature.
- Appearance will coincide and compliment what is already in place in this general area.
- Water and Sewer is available and in place along the front Northern part of this property. Water main is a 10" line, sewer is a 12" line.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-4, HIGH DENSITY RESIDENTIAL.**

WHEREAS, Kuhlman Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-4, High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE SOUTH 530 FEET OF THE FOLLOWING PROPERTY: PART OF NW ¼ OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 N, RANGE 31 W, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID 40 ACRES, RUN THENCE WEST 370 FEET, THENCE SOUTH 730 FEET, THENCE EAST 378 FEET, THENCE NORTH 730 FEET TO PLACE OF BEGINNING. SUBJECT TO HIGHWAY NO 12 ON THE NORTH SIDE OF THEREOF; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 21, 2017 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-4, 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 A-1, Agricultural to R-4, High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



DEB Farm Adventures

Barron Road and Piercy Road

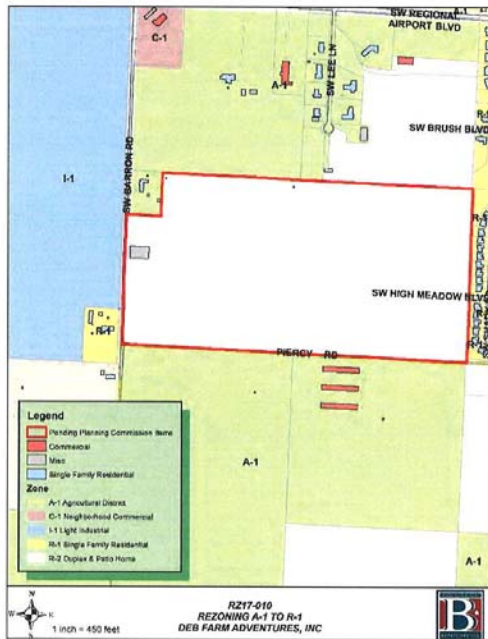
PC Date: 11/21/2017

Reviewer: Tyler Overstreet, Planner

Project Number	RZ17-0109
Applicant / Current Owner	DEB Farm Adventures, Inc. 11276 Talamore Blvd Bentonville, AR 72712
Site Area	+/- 78.8 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Agricultural (A)

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

Location Map



Property Description

The property is located south of SW Regional Airport Boulevard nearby the Northwest Arkansas Regional Airport. The area to the east is a single-family subdivision, with industrial uses to the west and agricultural to the south.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Per the GIS website, water and sewer are available.

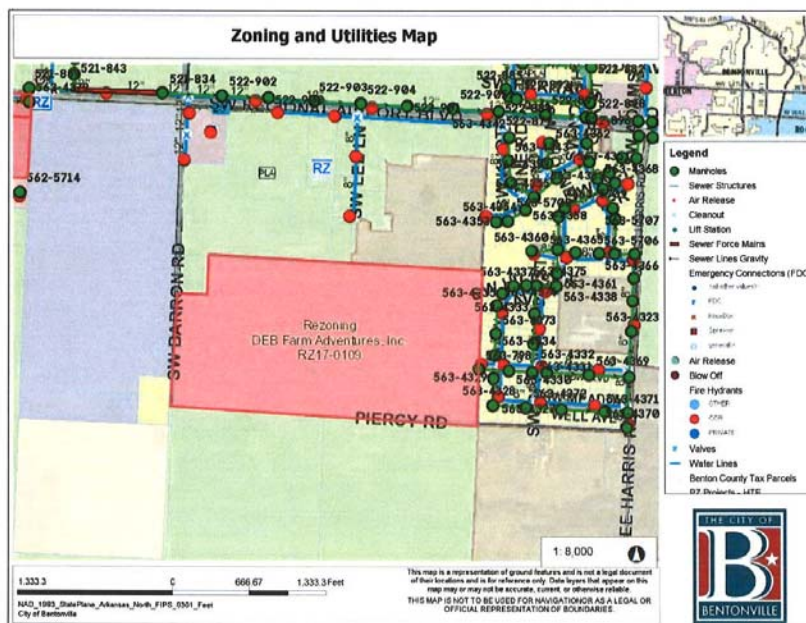
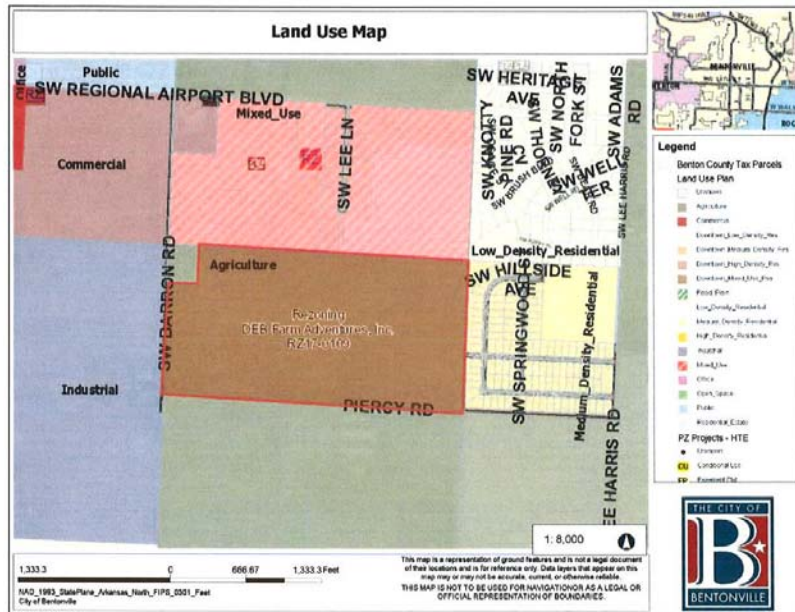
Relationship to the General Plan

The Future Land Use Plan depicts this property as Agricultural (A). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation and is consistent with the Future Land Use Plan.

Conclusion

In conclusion, the R-1, Single Family Residential zoning designation is consistent with the Future Land Use Plan that depicts this property as Commercial and is compatible with the existing and adjacent uses.

REZONING STAFF REPORT



Narrative

78 acres +/- Barron Rd. and Piercy Rd. Bentonville, AR

- The current zoning designation is Agriculture and the proposed zoning designation is R-1, Single Family Residential. The proposed zoning change is to allow the property to be developed into a single family residential subdivision, similar to the contiguous subdivision to the east, known as High Meadows. The current owner had the property listed for sale, and it is under contract with a pending sale, contingent on the approval of the desired subdivision by the City of Bentonville.
- The reason or need for requesting the zoning change from agriculture is to follow the City of Bentonville requirements for R-1 District low density development.
- The property will relate to the surrounding properties by complimenting the adjoining residential low density subdivisions, and existing residences. High Meadows Subdivision joins the subject property, and at SW High Meadows Blvd., the street is designed to add additional through traffic, if desired by the City of Bentonville. The other surrounding properties are agriculture, Industrial, Commercial, and additional future residential land uses. This subdivision will bring much needed affordable homes to this area of Bentonville.
- The use of this land will be for a single family residential development with homes in the 1500-2000 sq. ft. range, and at or below the median price of homes in Bentonville.
- The AHTD 2016 average daily traffic volume count shows 6800 in the subject area of SW Regional Airport Blvd.; 3200 between the subject property to XNA Airport; 3600 on Highway 279 at Motley Rd. and Anglin Rd.; between the subject property and Walmart Distribution Center is 9900; between the Walmart Distribution Center and Greenhouse is 15,000; and between Greenhouse to Highway 112 (SW I St.) is 23,000. The area where the subject property is located would appear to be a relatively low area of traffic. Say, compared to the residential areas located along Highway 102 being 11,000 at N. Vaughn Rd.; 29,000 at Highway 102 and Greenhouse Rd.; and 35,000 at Highway 102 and Lindy Lane (located just West of Hwy 102 and SW I St. With the relatively lower traffic rate, it is our opinion that the rate of traffic volume will not be adversely affected by the addition of the residences in the subject subdivision. Daily traffic counts will remain low whether traveling to XNA Airport, Centerton, or Bentonville from the subject property.
- Signage will be minimal with the required public street signs, and tasteful entrance signage indicating the name of the subdivision.

- The appearance of the proposed subdivision will be a single family homes, with sidewalks and plans to save as many of the existing trees as possible.
- Water and sewer are both available at the contiguous subdivision known as High Meadows. There are 8" water lines available with connections at the west end of SW High Meadows Blvd. which is contiguous the subject property. There are gravity sewer lines and a sewer manhole located at the west end of SW High Meadows Blvd.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1,
AGRICULTURAL TO R-1, SINGLE FAMILY RESIDENTIAL.**

WHEREAS, DEB Farm Adventures, 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 R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SOUTH ½ OF THE NW ¼ OF SECTION 21, TOWNSHIP 19N,
RANGE 31W, BENTON COUNTY, ARKANSAS, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID NW ¼ OF SAID SECTION 21;
THENCE N 0°00'00"E, 992.21'; THENCE S89°13'31"E, 263.81'; THENCE
N0°01'57"E, 330.55'; THENCE S89°20'42"E, 2378.04'; THENCE S00°04'26"W,
1324.40'; THENCE N89°17'40"W, 2640.35' TO THE POINT OF BEGINNING; and,

WHEREAS, Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 21, 2017 in the City of Bentonville Council Chambers; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-1, Single Family 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 A-1, Agricultural to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

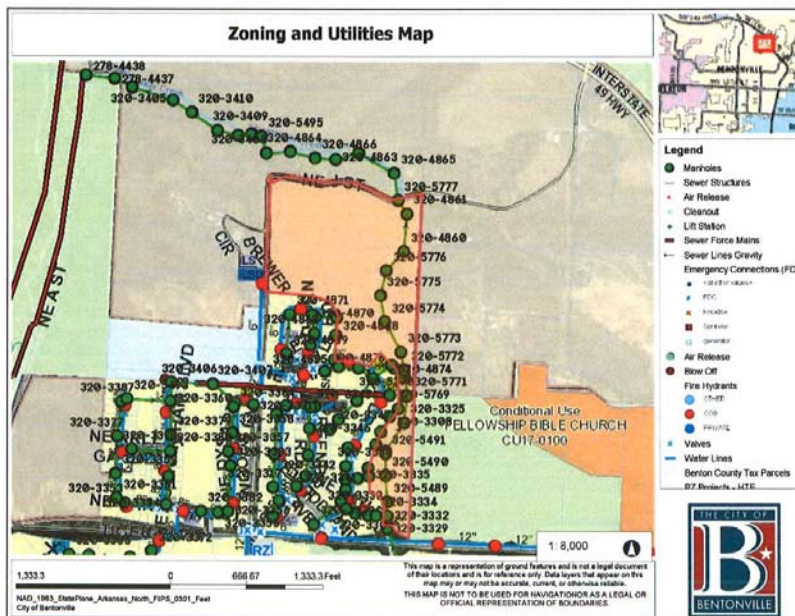
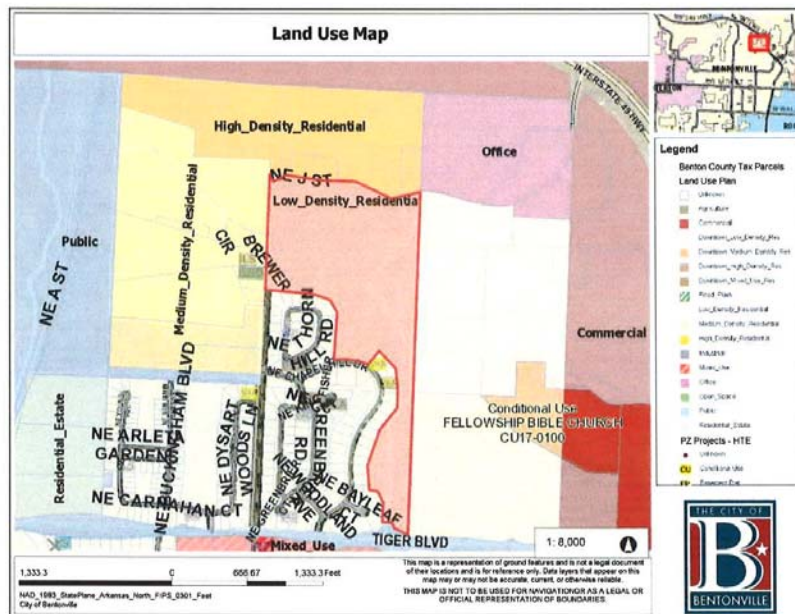
PASSED AND APPROVED this _____ day of _____, 2017.

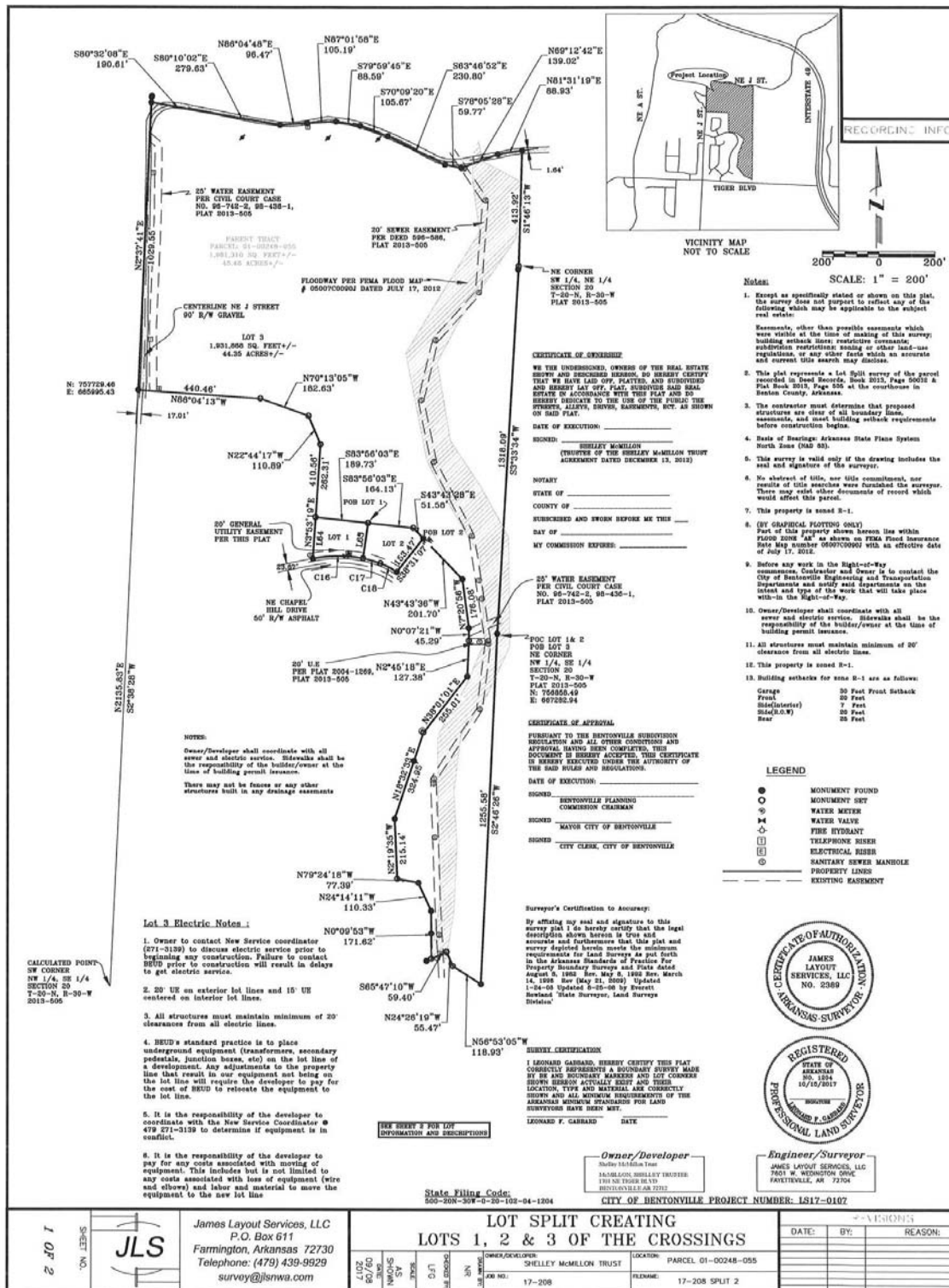
APPROVED:

ATTEST:

MAYOR

CITY CLERK





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1, 2 & 3 OF THE
CROSSINGS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1, 2 & 3 of The Crossings Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 21, 2017; 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 1, 2 & 3 of The Crossings 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lots 46, 47, & 48 Fountain Plaza Subdivision

PC Date: 11/21/2016

Reviewer: Tyler Overstreet, Planner

Project Number	LS17-0111
Applicant / Current Owner	Kenneth Mourton PO Box 1948 Fayetteville AR 72701
Site Area	+/- 2.73
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

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

Location Map



Property Description

This property is located on 798 SE Plaza Avenue at the intersection of SE Plaza Avenue and SE Fountain Boulevard.

Project Details

The applicant has submitted a proposal for a lot split of Lot 35 of Fountain Plaza Subdivision, creating three new lots that will be known as Lot 46 (+/- .75 acres), Lot 47 (+/- .98 acres) & Lot 48 (+/- 1.00 acres) of Fountain Plaza Subdivision. Per the Master Street Plan requirements, no new Right-of-Way is needed along SE Plaza Avenue. Two 15 utility easements will be dedicated between Lots 46 and 47 and between Lots 47 and 48. Each new lot will have access to public water and a public street.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Utility Infrastructure

Per the GIS website, water and sewer are currently available to this site.

Drainage Report

A drainage report is not required.

Waivers

No waivers were submitted as part of this application.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

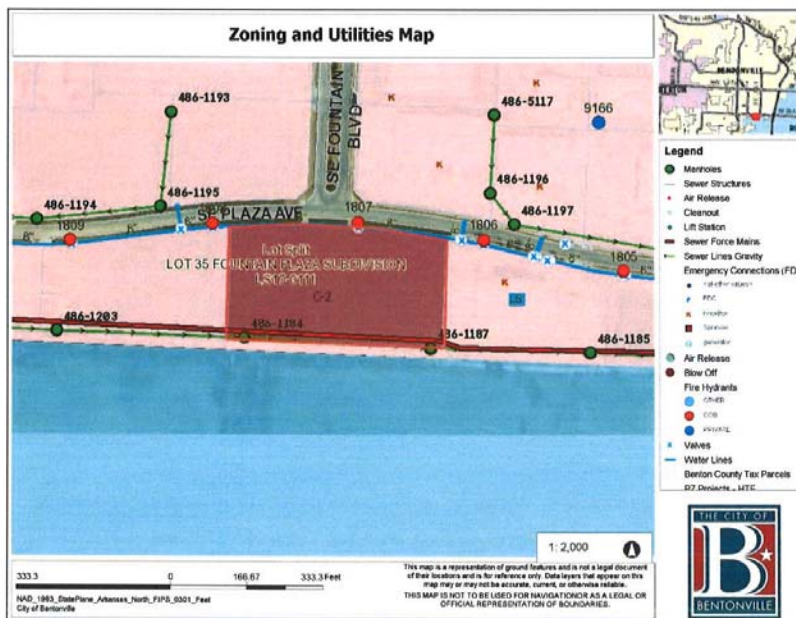
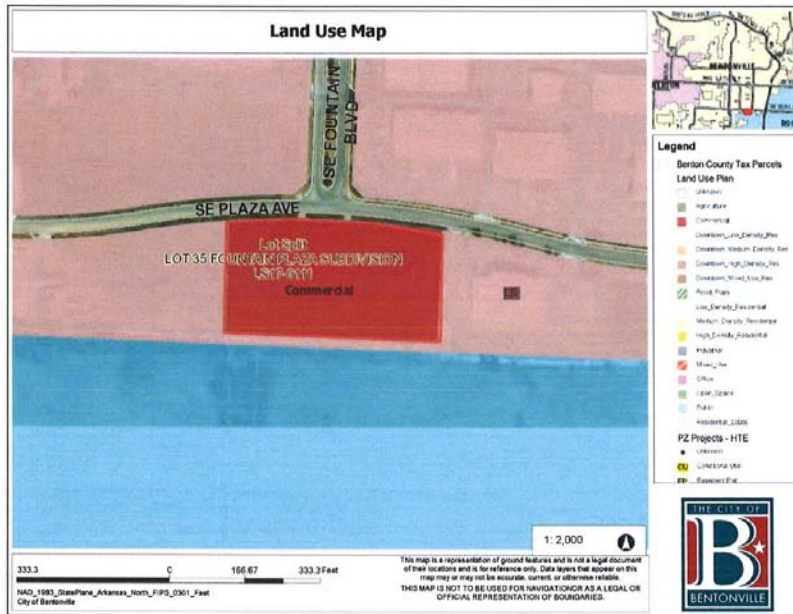
Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

LOT SPLIT STAFF REPORT

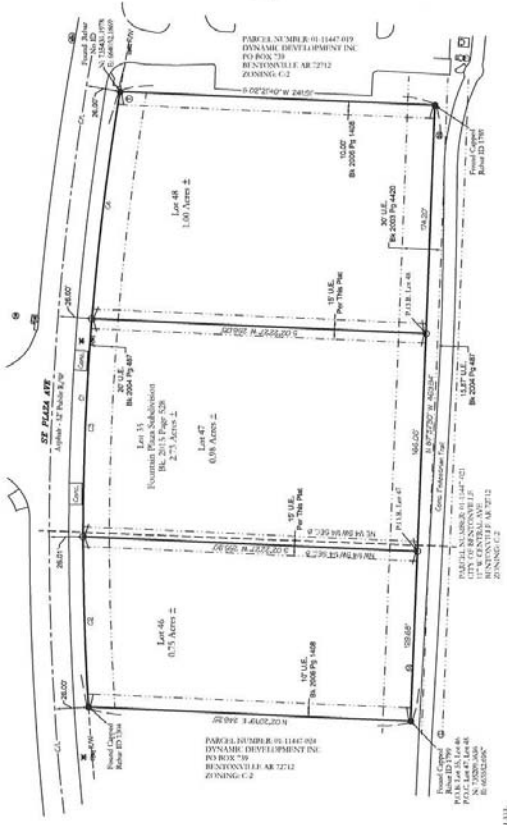




BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
524 W. SYCAMORE ST., SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.434.506
FAX: 479.582.1883
www.BLEWINC.com

SPECIAL AGENT IN CHARGE G.A.C. 10/13/2017		SPECIAL AGENT G.A.C.	RECEIVED BY R.S.
DIVISION 1700 BOSTON COUNTY, MASSACHUSETTS		PERIOD OF INVESTIGATION 1/7-20/20	
LOCATION LOT 3A, FOUNTAIN PLAZA SUBDIVISION HANNAH B. BHAKTA; KENNETH MOUNTAIN; PRIME TITLE; FIRST AMERICAN TITLE CO.			

Project No. IS-17-0111

[illegible]

SIGNED _____
ALAN R.

SIGNED _____
CITY CLERK

SIGNED _____
PLANNING COMMISSION CLERK

DATE OF EXPIRATION _____

SIGNED _____

SIGNED _____

SIGNED _____
REGISTERED LAND SURVEYOR NO. 1532
STATE OF ARKANSAS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	10233.76	47.13°	430.07'	S 87° 02' 37" E
C2	10233.76	150.2°	150.13'	N 66° 07' 50" E
C3	10233.76	55.57°	100.15'	S 17° 42' 04" E
C4	10233.76	23.84°	174.70'	S 62° 01' 11" E

Legal Description

[illegible][illegible]

UNIT 48 DISCOUNTS: A PART OF LOT 35, CERTAIN PLAZA 31, DONATION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ALABAMA, AS PER DEED OF SALE, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647,

CURRENT ZONING

PERK AND AREA REGULATIONS
 LOT AREA - 7,000 SQ FT
 LOT WIDTH - 70 FT
 COVER AGE - 50%
 HEIGHT - 40 FT

PRINT:
WITH PARKING - 50 FT
WITHOUT PARKING - 20 FT

ADJACENT TO NON-RESIDENTIAL - 7 FT
ADJACENT TO RESIDENTIAL - 30 FT
REAR

ADJACENT TO NON-RESIDENTIAL - 20 FT
ADJACENT TO RESIDENTIAL - 30 FT

Owner/Developer

PARCEL NUMBER: 00-11467405
BLANKA, HANSABON &
MURTON, DENNIS L.
PO BOX 1948
PASETTEVILLE AR 72701

Miscellaneous Notes

ACROSS OF BEARING
ACROSS STATE PLANE, NORTH ZONE, NAD 83
REFERENCE POINTS
WAS PLAT PLATTED IN PLAT BOOK 28 IS AT PAGE 52
AND PLAT BEARINGS ON THIS PLAT MAY BE
HIDDEN ON THE SCALE IS CLARITY
DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET
AND DECIMAL PARTS THEREOF. IN ORDER THAT THE
ADJUSTED MEASUREMENTS WERE FOUND AT POINTS
THEY INDICATED.
IT IS GRAPHICALLY SETTING ONLY, NO PORTION OF THE
PROPERTY IS ZONE "A" OR "B" THE FLOOD
PROTECTION, EITHER BEARINGS, AS 1999.11.11 DATE OF
10/15/2002 AND IS NOT IN A SPECIAL BEARING HAZARD.

SENTRY POLICE
STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL

ANY ADJUSTMENTS TO THE PROJECT LINE THAT RESULT IN THE CHEMICAL EQUIPMENT NOT BEING ON THE NEW LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST TO RELOCATE ELECTRICAL EQUIPMENT.

PERFORM ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND SUB CONTRACTOR IS TO CONTACT THE CITY OF MONTGOMERY ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS IN THE EVENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

OWNERS SHALL BE THE RESPONSIBILITY OF THE RENTER, OWNER AT TIME OF RENTING PERMIT ISSUANCE.

WE MAY NOT BE FINEAS OR ANY OTHER SPECIALTY IN ANY
BRAIN AGENTS.

Vociferous Man

[illegible][illegible]

2.36



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 46, 47 & 48 OF
FOUNTAIN PLAZA SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 46, 47 & 48 of The Fountain Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 21, 2017; 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 46, 47 & 48 of Fountain Plaza 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 6 & 7 Wayne Carlson Subdivision

1503 and 1505 SW 2nd Street

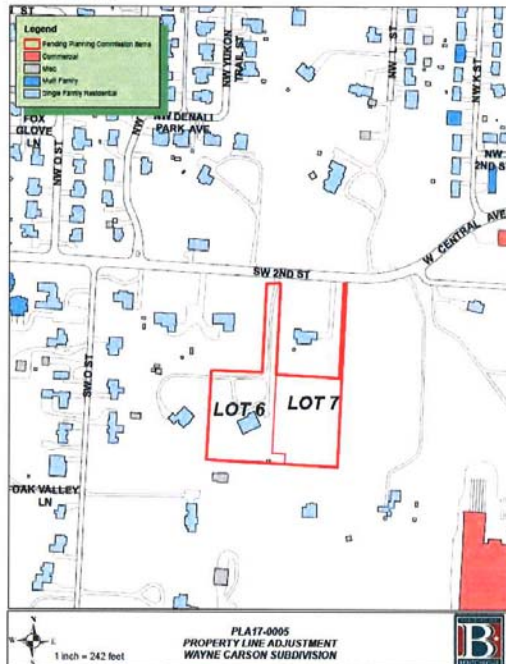
PC Date: 11/21/2017

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0005
Applicant / Current Owner	James and Sally Durham 1505 SW 2 nd Street Bentonville, AR 72712
Site Area	+/- 4.75 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZ.pending/>

Location Map



Property Description

The property contains two single-family homes, an outbuilding, and a storage shelter. The properties are located at 1503 and 1505 SW 2nd Street.

Project Details

The applicant has submitted a property line adjustment that will adjust the common lot line between lots 5A and 2B of the Wayne Carlson Subdivision, creating two new lots known as Lot 6 (+/- 2.61 acres) and Lot 7 (+/- 2.14 acres), Wayne Carlson Subdivision. No additional R/W is required by the Master Street Plan. A public utility and access easement of varying width will be added per the plat.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site. Lot 7 has a private septic system.

Drainage Report

A drainage report is not required for this property line adjustment.

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

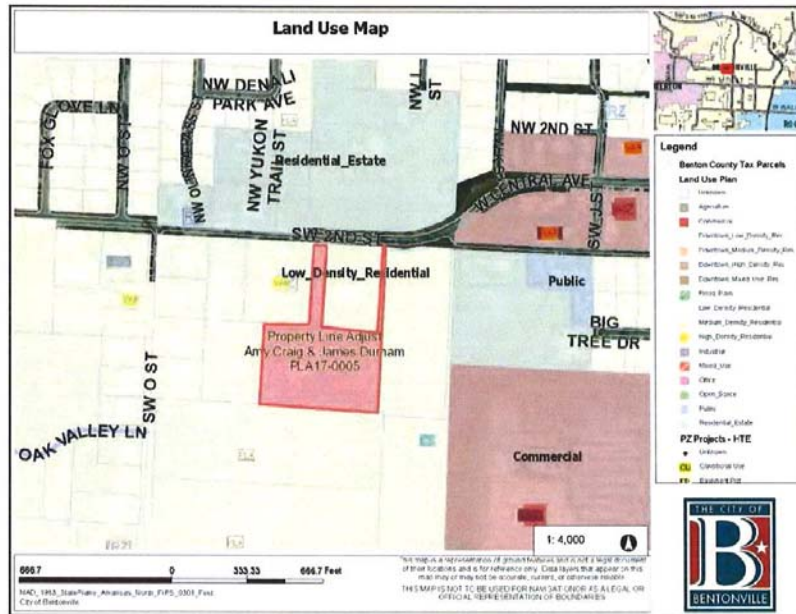
Conclusion

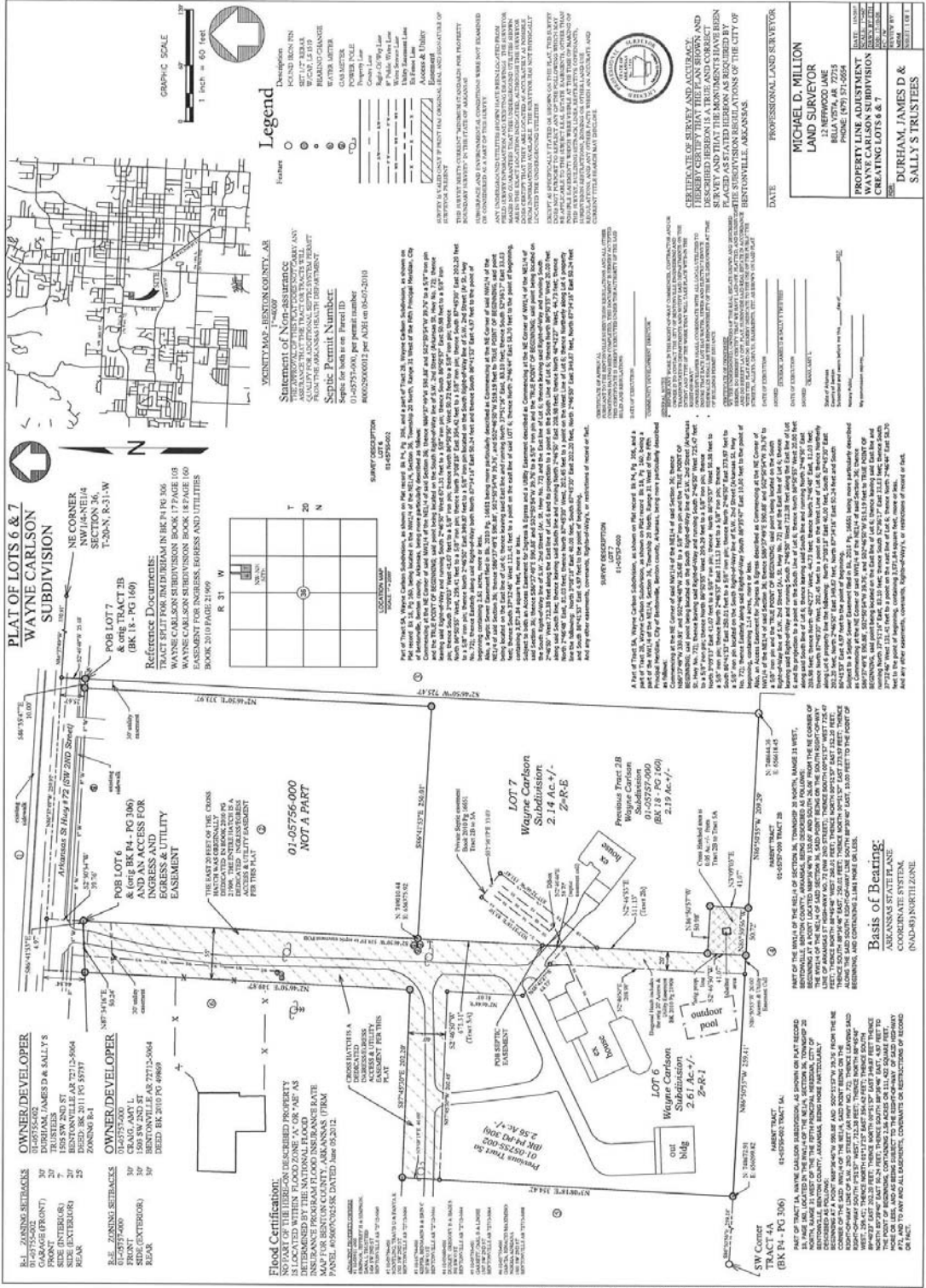
In conclusion, this property line adjustment does meet the minimum requirements of the subdivision regulations.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

PROPERTY LINE ADJUSTMENT STAFF REPORT





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 6
& 7 OF WAYNE CARLSON SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 6 & 7 of Wayne Carlson Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 21, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 6 & 7 of Wayne Carlson 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

ORDINANCE STAFF REPORT



Sign Ordinance Amendments

PC Date: 11/21/2017

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Art. 801 Signs on Private Property

<http://www.bentonvillear.com/departments/planning-department/codes/code-changes/>

Background

The city of Bentonville amended sign regulations with Ordinance No. 2008-8 to encourage the installation of monument signs by allowing an additional 20% of maximum sign area above what was permitted for free standing signs. Some applicants chose the monument style but did not use the incentive. On June 14, 2011, with Ordinance No. 2011-55, the city began to require that all new freestanding signs be of a monument style.

The most recent sign ordinance amendment was August 23, 2016 with Ordinance No. 2016-117.

Issues

Since its adoption, several issues have come to staff's attention.

Issue	Solution
1. The ordinance is not clear whether simply replacing a sign face on an existing sign structure requires a sign permit.	Revise the applicability section to specifically address the need for a permit to change out sign faces on existing sign structures.
2. When the city began prohibiting pole signs in January 2008, the intent was that over time the pole signs would be replaced with conforming monument-style signs as the city redeveloped. However, because the regulations regarding nonconforming signs pertain only to the sign structure, entire properties are being redeveloped while leaving the pole sign in place. The pole signs are inconsistent with the goals of the General Plan.	Add requirements for compliance with sign ordinance when a property is redeveloped or primary structure doubles in size with an addition.
3. Commercial mascots, currently allowed with a temporary sign permit, are distracting to drivers and have potential to create traffic safety hazards. Further, because such mascots move to attract attention, this sign type is in conflict with other movement related signs that are prohibited, such as air-activated graphics, rotating or revolving signs, and fluctuation illumination.	Remove commercial mascots as an allowed temporary sign and add it to the list of prohibited signs.
4. Conflicting regulations and definitions regarding awnings, canopies, roof signs, and walls signs. a. Awnings and canopies are defined similarly causing a challenge in interpreting the regulations.	Amend definitions for awning and canopy to make the primary difference that awnings are attached to a primary structure and canopies are freestanding overhead structures.
b. Roof mounted signs do not address signs that are attached to a roof that is on a lower floor of the structure than the highest roof of the structure.	Amend the definition of roof-mounted sign to specify application to the highest roof of the structure.

ORDINANCE STAFF REPORT

- | | |
|---|---|
| c. The definition of "wall signs" had confusing language regarding a "canopy roof" and conflicting language that stated that signs attached to awnings or canopies are considered wall signs, however, such signs are separately defined and regulated. | Amend the definition of wall sign to eliminate references to a canopy roof and remove do not include signs attached to awning or canopy as part of the definition of a wall sign. (However, awning signs still go toward the total sign coverage of 15% of a wall.) Also indicated that a sign on a fence is not included in the definition of a wall sign. |
| d. Regulations regarding the placement of signs on awnings and canopies require that the sign not extend above the edges of the structure. This prohibits some sign types from being attached to an awning structure that would otherwise be considered a wall sign if it weren't attached to the awning. | Require that the regulation regarding the sign not extending beyond of the edge of the structure only pertain to freestanding canopies. |
| e. The section regarding awning and canopy signs establishes clearance and setback requirements for the awning and canopy structure themselves. These should be located in the zoning regulations, not sign regulations. | Delete the regulations regarding clearance and setbacks for canopies and relocate to the zoning regulations. |

Relationship to the General Plan

Policy CD-18 states "The City should encourage the installation of monument signs over the other types of signs in in design standards and guidelines." The proposed amendment regarding nonconforming signs is consistent with this policy. The rest of the proposed amendments directly relate to General Plan Policy CD-17 that states "The city shall regularly review its sign ordinances to remain current with changing sign technology and address sign trends."

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE, CHAPTER 14 ZONING CODE, ARTICLE 801 SIGN ORDINANCE – PRIVATE PROPERTY CONCERNING NONCONFORMING SIGNS AND ROOF, CANOPY AND AWNING SIGNS.

WHEREAS, Bentonville periodically reviews the Sign Ordinance; and,

WHEREAS, the periodic reviews uncover need for clarification or updates to meet current conditions;

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

Section 1. That within this ordinance, except section headings, all underlined text shall be added and strikethrough text shall be deleted.

Section 2. The Bentonville Municipal Code, Chapter 14, Zoning Code, Sec. 801.10 Sign Permits shall be and is hereby amended with the following:

~~Applicability~~ **Sign permit required.** Signs subject to Sec. 801.14 Signs Allowed with a Temporary Sign Permit and Sec. 801.15 Signs Allowed with a Permanent Sign Permit, may be installed, mounted, placed on public display, ~~or modified,~~ or replaced with a new sign face only pursuant to an approved permit.

Section 3. The Bentonville Municipal Code, Chapter 14, Zoning Code, Sec. 801.12.H Nonconforming signs shall be and is hereby amended with the following:

Nonconforming signs. Signs which were lawful at the time of their construction or placement but are not in conformance with current regulations shall be permitted to be maintained as nonconforming signs until such time that the sign is damaged or in a state of disrepair beyond 50% of current repair or replacement cost; the sign is proposed for major alteration or replacement; or when the primary structure on the site on which the sign is located is being demolished, is damaged beyond 50% of current repair or replacement cost or receives an addition that is larger than the gross square footage of the primary structure. At that time, the sign shall be replaced with a sign compliant with this Article.

Section 4. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 801.14 Signs Allowed with a Temporary Sign Permit, A. Sign Types Allowed shall be and is hereby amended by deleting “commercial mascots.”

Section 5. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 801.15.A Height and Area Regulations shall be and is hereby amended with the following:

Sign Type	ZONING							Use	No. Allowed	Max. Height	Max. Area (per sign face)
	A1, RE R1, R2, R3, R4, RC-2, RC-3 PRD	RO	C1	C2	C3	DC & DE	I1 & I2	PUD			
Awning			•	•	•	•	•	•	All	1 / awning face	No Max. <u>1 ft. above highest roof peak</u>
Canopy			•	•	•	•	•	•	All	1 / canopy face	No Max.

Section 6. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 801.15.B Awning and Canopy Signs shall be and is hereby amended with the following:

~~Awning and Canopy Signs.~~

1. Placement. Signs ~~on awnings and~~ on or attached to freestanding canopy structures shall be placed flat against the surface of the structure to which it is attached and shall not extend beyond the edges of structure to which it is attached.

2. Clearance. ~~The awning or canopy upon which the sign is placed shall maintain a clearance of eight (8) feet above a public right of way, sidewalk, or front yard.~~

3. Setback. ~~The awning or canopy upon which the sign is placed may not extend into a required front yard more than six (6) feet and no closer than two (2) feet, measured in horizontal distance, from the curb of any street.~~

Section 7. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 801.16 Prohibited Signs, A. Generally Prohibited shall be and is hereby amended by adding “commercial mascots.”

Section 8. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 801.18 Definitions shall be and is hereby amended with the following:

For the purpose of this Article, certain terms and words are to be used and interpreted as defined hereinafter. Where any words are not defined, the standard dictionary definition shall apply.

Awning means ~~an roof like cover, often of fabric, metal, or glass, designed and intended for protection from the weather~~ overhead protective structure that is attached to and/or projects from a wall or roof structure of the building that is constructed to allow pedestrians and/or vehicles to pass under or as a decorative embellishment, and which projects from a wall or roof structure over a window, walk, or door. This definition does not include freestanding canopies.

Awning sign means a sign ~~which is a part of a fabric or other non-structural~~ on or attached to an awning.

Canopy means a permanent freestanding overhead protective structure that is constructed to allow pedestrians and vehicles to pass under, which is ~~attached to a building or~~ supported by columns extending to the ground. This definition does not include an awning.

Canopy sign means a sign on or attached to ~~any~~ canopy.

Roof-mounted sign means a ~~sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the~~ highest roof or fascia of a building.

Wall sign means any sign, other than a projecting sign, or a temporary banner sign, which is permanently attached to or painted on any wall of any building and projects from the plane of the wall less than twelve (12) inches. This definition shall not include freestanding walls or fences. A sign attached to the lower slope of a mansard ~~or canopy~~ roof ~~or a sign affixed to or forming an awning or a canopy~~ shall be considered a wall sign for purposes of this Article, notwithstanding the fact that certain portions of such a sign may project more than twelve (12) inches. A "wall" shall include any permanent architectural extension of a wall, including parapets, even if such extension projects beyond or above the enclosed portions of the building. ~~For signs higher than the roof, see "Roof-mounted sign".~~

Section 9. That this Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2017.

Approved:

Mayor Bob McCaslin

ATTEST:

City Clerk

ORDINANCE STAFF REPORT



Article 1600 Addressing Amendment

PC Date: 11/21/2017

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

Type	Amendment
Code Impacted	Subdivision Code
Section(s)	Art. 1600 Addressing

<http://www.bentonvillear.com/departments/planning-department/codes/code-changes/>

Background

Currently, the regulations regarding addressing are provided in Article 1600 Addressing of the Subdivision Code. There are conflicting regulations in Chapter 11.44 House Numbering of the Bentonville Municipal Code.

Purpose

The proposed amendments are designed to better organize the regulations, provide specific guidance on addressing for a variety of conditions and situations, and remove conflicting regulations within the municipal code.

Proposed Changes

- Improved description of the article's purpose.
- Designates the authority and maintenance of addressing.
- Establishes the naming of alleys.
- Revision to the grid centroid.
- Detailed process and standards for street naming and numbering.
- Specific regulations for residential addressing and commercial addressing.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE 1600 ADDRESSING,
CHAPTER 15 SUBDIVISION CODE OF THE BENTONVILLE
MUNICIPAL CODE.**

WHEREAS, a growing community combined with changing technology warrants a review and update of the city's addressing regulations.

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

Section 1. That Chapter 11.44 House Numbering of the City Code that codifies Ordinance Number 709 and Ordinance Number 98-56, conflicting with Article 1600 Addressing, Chapter 15 Subdivision Code, shall be and is hereby repealed.

Section 2. That Bentonville Municipal Code, Article 1600 Addressing, Chapter 15 Subdivision Code, shall be and is hereby amended with the following Attachment A: Art. 1600 Addressing, an electronic copy and hard copy of which is on file with the City Clerk, and is hereby adopted by reference as though it were copied herein fully.

Section 3. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2017.

Approved:

Mayor Bob McCaslin

ATTEST:

City Clerk

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

ARTICLE 1600 ADDRESSING

SEC. 1600.01 Purpose.

~~This article establishes a system for assigning street names and address numbers which will assist the public and private sector in locating individual streets, buildings and places in an easy and logical manner and for the protection of public health and safety of all persons living, working or visiting in the City of Bentonville.~~

This article establishes standard addressing rules and guidelines for assigning street names and address numbers to provide a common systematic means by which people, places, and events can be located within the community. This will simplify the maintenance, exchange, and interpretation of address information and provide for the protection of public health and safety of all persons living, working or visiting in the City of Bentonville. The rules and guidelines in this section are designed to facilitate the proper assignment of addresses to properties for possible addressing scenario that occurs in Bentonville. Structures must be assigned addresses in logical, easy to understand manner in order to help citizens and emergency personnel quickly locate people, places and events.

(Ord. No. 2012-58, §12, 07-24-2012)-

Sec. 1600.02 Authority.

The GIS Coordinator, or his or her designee, shall be responsible for the general administration of street names and addressing. This consists of assigning new street names, maintaining records of all street names, assigning numbered addresses, resolving conflicts in address numbers, reassigning numbers or proposing changes that are necessary for the health, safety, and welfare of the public.

Sec. 1600.03 Address maintenance.

It shall be the duty of the GIS Department, under the general supervision of the GIS Coordinator, to prepare and maintain street address numbering maps and, when a new building is built, or for any reason a number is required, to issue such number. It shall be the duty of the GIS Department to review street number assignments, resolve conflicts in numbers, reassign numbers, or propose any changes which are necessary.

Sec. 1600.04 Alleys.

Naming of alleys and addressing off of alleys shall follow the same regulations for streets provided for in this article. Except, regardless of direction, all alleys shall have a suffix of "Alley."

Sec. 1600.05 Display of address.

Assigned address shall be displayed on the property at all times as required by the currently adopted Arkansas Fire Protection Code. Address shall be posted on the structure near the main entrance of the structure. If the address is not visible from the public street from which it is addressed, an additional posting of the address may be required by the Fire Marshal.

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

Sec. 1600.06 Street address map.

(a) *Official map.* The official Street Address Map is a part of this ordinance and shall contain the ordinance numbers and certifications which appear upon this document. The map shall identify all named street names and addresses.

(b) *Updating.* The official Street Address Map shall be automatically updated by the GIS Department upon final plat approval of any plat, large scale development, or Planned Unit Development.

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

SEC. 1600.07—~~CENTERLINES~~Grid centroid.

(a) *Directional grid centroid.* The address directional grid centroid is the intersection of Main Street and Central Street. ~~The address numbers increase proceeding North, South, East and West.~~ The north and south address centerline is a line extending east and west from the grid centroid to the city limits and the addressing boundary. The east and west address centerline is a line extending north and south from the grid centroid to the city limits and the addressing boundary.

(b) *Address grid centroid.* The address grid centroid is the intersection of Main Street and Central Avenue for the purpose of numbering houses and buildings. Each street running north, south, east, and west shall have its beginning at the centroid with the address numbers increase proceeding north, south, east and west. The numbering to begin at this initial point with the number one hundred (100) and ending with the number one hundred ninety nine (199), at the next street, and increasing in like manner, to the corporate limits of the city as they now exist or may hereafter be extended.

(c) *Quadrants.* The City of Bentonville shall be broken into four quadrants, NE, NW, SW, and SE, based on the grid centroid shown below.

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

Sec.1600.08 Street namesing process.

(a) ~~Definition of Street. For the purpose of this article the word "street" shall mean all roadways, public and private, open for general public travel.~~

(b) ~~Street Names on Preliminary Plat. Street names shall be shown on the preliminary plat. The street names shown on the final plat shall be consistent with those shown on the preliminary plat.~~

(a) *Street names for new development.*

(1) *Preliminary plats.* When preliminary plats are submitted for review, all proposed public & private streets that require naming must be identified. Proposed street names shall be shown on the preliminary plat for review and approval by the GIS Department.

(2) *Final plats.* The street names shown on the final plat shall be consistent with those shown on the preliminary plat. The GIS will review for final acceptance.

(b) *Renaming existing streets.*

(1) *City action.* GIS, City Council, City Planning Commission, or the Mayor may initiate the renaming of any street or alley within the corporate limits of Bentonville.

(2) *Public request.*

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

- a. Application. Any one or more interested parties may request to rename a street by submitting an application provided by the GIS Department to the GIS Coordinator.
- b. Signatures. A complete and valid application must have the signatures of 100% of property owners abutting the street or alley to be renamed and 80% of those property owners must agree to the name change.
- c. Departmental review. Upon receiving the completed application and required additional information, the GIS Coordinator shall transmit copies to the affected city departments for review and recommendations.
- d. Traffic Safety & Signage Committee review. The GIS Coordinator shall present the original application and the recommendations to the Traffic Safety & Signage Committee for review and approval.

Sec. 1600.09 Street naming standards.

(a) Maximum length. Full street names, including the suffix and directional (prefix) should be limited to a maximum of seventeen (17) characters in length.

(b) Special characters prohibited. Street names should avoid the use of words or syllables that might be confused with directional or street type designations (*i.e. Northglenn Drive or Circle Drive*).

(c) Duplication. ~~Street names shall not be duplicated and names with a similar pronunciation such as Main/Maine shall be avoided.~~ Duplicates prohibited. Street names shall not be duplicated.

(1) Different suffixes. Two streets that have the same name but two different suffixes shall be considered to be a duplicate street name (*i.e. Oak Lane, Oak Avenue*).

(2) Similar sounding names. Street names that sound phonetically similar, despite differences in spelling, shall be considered a duplicate street name (*i.e. Beach Avenue & Beech Avenue; Main Street & Maine Street; Apple Road & Apple Hill Road*).

(d) Numeric names. Numeric street names should end with the appropriate numeric format for the particular number (*i.e. 45th, 32nd, 3rd*).

(e) ~~Name of Persons.~~ Proper names. No street shall be named after a person's first or last name, unless specifically directed to do so by proclamation from the City Council in honor of an individual.

(f) State and federal highways. Streets that are also state and federal highways will be identified by their local street name followed by their state or federal designation in parenthesis on the Official Street Address Map (*i.e. E. Central (/ E. Highway AR 72)*).

(g) Aligned streets. All proposed streets that are in obvious alignment with other existing and named streets shall bear the assigned name of the existing street.

(h) Cul-de-sacs. Cul-de-sac streets which have only one entrance/exit shall not be called "avenue" or "road" but shall have a suffix name such as "cove", "lane", "place" or "terrace" to indicate their dead-end nature. A cul-de-sac must be named if it serves four or more homes or dwellings, regardless of street length. If a cul-de-sac is a continuation of a street, it shall have the same name with another suffix, such as "cove", "lane", "place" or "terrace" to indicate the dead-end.

(i) Loop streets. Loop streets are circular or rectangular plan streets which begin at one point and end at another point along a common street and do not connect to any other streets. The street name suffixes

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

on loop streets shall be “loop”, “circle”, “court” or other name indicating a closed street layout. Loop streets shall not have a suffix of “road” or “avenue.”

(j) Prefix (directional) abbreviations. Prefixes shall be assigned to all street names and part of the address according to the table below (i.e. *305 SW A Street*).

Directional abbreviation standards.

<u>Direction</u>	<u>Prefix / Abbreviation</u>
<u>East</u>	<u>E</u>
<u>North</u>	<u>N</u>
<u>West</u>	<u>W</u>
<u>South</u>	<u>S</u>
<u>Northeast</u>	<u>NE</u>
<u>Northwest</u>	<u>NW</u>
<u>Southwest</u>	<u>SW</u>
<u>Southeast</u>	<u>SE</u>

(k) Suffix. Suffixes shall be assigned to any officially named street and become part of the address, according to the table below. (i.e. *305 SW A Street*).

- ~~1. East and West. Streets running East and West shall be identified with the suffix “avenue”, or “boulevard” when applicable.~~
- ~~2. North and South. Streets running North and South shall be identified with the suffix “road”, or “street” respectively.~~

Street Suffix Standards

<u>Direction</u>	<u>Suffix</u>
<u>East - West</u>	<u>Avenue or Boulevard</u>
<u>North - South</u>	<u>Road or Street</u>

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

Sec. 1600.10 Addressing Numbers process.

~~**Final Plats.** All Final Plats shall be preaddressed. Large Scale Developments with more than one suite shall be addressed by the lot's common address along with the individual suite number. Address block ranges will be assigned to streets shown on approved preliminary plats. Individual physical addresses must be assigned to lots and/or structures prior to approval of final plat. Suite numbers will be assigned at time of tenant infill. (i.e. 1300 Walton Blvd., Suite 1, Suite 2 etc.)~~

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

Sec. 1600.11 Addressing standards.

When a new street has been approved, it must be assigned an address range. Each individual property, habitable and/or substantial structure shall be assigned numbers in accordance with the standards established in this article. Addresses should not be assigned to structures that are simply accessory to another building or insubstantial in nature.

(a) Numbers only. Only numbers shall be used to address streets. Fractions, alphabets and/or decimals shall not be used for main addresses, apartments, or suites.

(b) Odd and even numbers. ~~Address numbers on the right hand side (heading away from the town square) shall have even numbers. Address numbers on the left hand side (heading away from the town square) shall have odd numbers. One hundred (100) numbers shall be assigned to each identified grid block with the lowest number beginning at the point nearest the grid centerline. Address numbers shall be determined by the number grid in which the property is located. Even numbers shall be placed on the right hand side of the street and odd numbers on the left hand side of the street, using the address grid centroid as the point of beginning.~~

~~**New Residential Subdivisions.** In new residential subdivisions each standard sized lot shall be given a pre-assigned street number by the GIS Department upon final plat approval. All pre-addresses shall be reflected on the final plat at the time it is recorded. Address numbers will be assigned to large lots relative to their capacity to be divided into two or more minimum sized lots for the minimum width allowed by the zoning ordinance. Address numbers shall be assigned to lots in the appropriate odd or even numerical sequence relative to their location, such as 201, 203,~~

~~**Diagonal Streets.** Diagonal streets which run 45 degrees or less from a North/South line will be numbered by the North/South grid and those more than 45 degrees from the North/South line will be numbered by the East/West grid. Curving streets will be assigned numbers based upon the grid of their greatest length. For instance, if the beginning is more South than East of the end the North/South grid will be used.~~

Numbering for Diagonal Streets	
From North / South Line	Grid to be used
45° or less	North / South
More than 45°	East / West

1. —

(c) ~~**Loop Streets and Cul-de-sacs.** On loop streets and cul-de-sac streets address numbering shall begin at the entrance nearest the grid centerline. Address numbers shall increase or decrease relative to their initial movement from the grid centerline and continue to the opposite end as if the street were in a straight line. Block number change will be made every 330 feet with odd and even numbers remaining on the same side of the street as they began, or as applicable to intersecting streets.~~

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

(c) *Labels.*

- (1) Main address. Main addresses shall be property address identifiers that are used to divide a single numeric address into identifiable subsets for location purposes
- (2) Suite (STE). Suite addresses shall be assigned to tenants within main address structures for commercial properties.
- (3) Apartments (APTS). Apartment addresses shall be assigned to tenants within main address structures for residential properties.
- (4) Temporary (TEMP). Temporary addresses are assigned to non-permanent structures, such as food trucks & work trailers.

(d) Renumbering. When the GIS Department determines that renumbering is necessary, renumbering shall be done in accordance to the numbering rules in this article and in anticipation of possible future changes. When an address change has been assigned, the GIS Department shall inform and direct the property owner(s) to use and display the new address.

(e) Corner lots. Structures on corner lots shall not be given dual addresses. The structure on a corner lot shall be addressed off of the street where the front entrance is located. ~~If the structure appears to have more than one front entrance then the structure shall be addressed off of the street with the shortest frontage.~~

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

Sec. 1600.12 ~~Apartments~~Multifamily addressing.

When addressing any residential property other than a detached single family unit, one of the following scenarios shall be used.

(a) Apartments.

- (1) ~~On public streets~~Building address. ~~Apartment buildings on public streets shall be assigned individual addresses. Apartments clustered about a central parking area immediately facing a public street shall also be assigned separate street addresses. Buildings that contain multiple residential units, such as apartments, condominiums, or mixed-use buildings with residential uses, shall be assigned a main address for each structure and a unit number for each apartment within the structure.~~
- (2) On private streets. Apartment buildings not located on public streets will be assigned a private street designator. These apartment buildings shall be assigned individual addresses.
- (3) Building Identification. ~~Each apartment building must be identified on the exterior by block grid number. The numbers shall be in sequence increasing from the centerline. Apartment buildings shall have the block number as part of each apartment number 1702 Apt # 11. When units are on multiple floors, ground floor apartment numbers shall begin with 1 (ie. 11, 12, 13....), second floor apartment numbers shall begin with 2 (ie. 21, 22, 23....) and so forth. If a common hallway is used each apartment shall contain a list of the apartments served.~~

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

(4) *Individual Units Address.* Each dwelling unit or apartment within the building shall be assigned an apartment number in sequence, increasing from the centroid. ~~The official address for each apartment on a public street shall be the building address followed by the apartment number, such as “329 E. Central Avenue Apt # 11”. Addresses for units in apartment buildings not on a public street shall include the block number, private street designator and apartment number. The official address for each apartment building not on a public street will be “1702 S.E. Moberly Manor Dr. Apt # 11 or 1702 S.E. Moberly Manor Dr. # 11”. Mobile home parks on private streets shall be addressed in the same manner as apartment buildings located on private streets.~~

(5) *Multiple floors.* When units are on multiple floors, they are assigned apartment numbers expressed in 100's corresponding to the floor number (i.e. first floor is 100-199, second floor is 200-299, etc.).

(b) *Duplexes.* Duplexes shall be given a main address and unit numbers, with unit numbers increasing from the centroid. (i.e. for units 1 & 2, unit 1 shall be closest to the centroid and unit 2 furthest from the centroid).

(c) *Townhouse.* Each unit within a townhome development shall have a separate address number and not a unit number.

(d) *Official address.* The official address for each multifamily structure, except townhouses, shall be the main address followed by the unit/apartment number (i.e. 329 E. Central Avenue, Apt. 11).

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

Sec.1600.13 Commercial addressing.

(a) *Single level businesses (malls/strip malls).* Each individual building within a development shall be assigned a separate address with lease spaces assigned a suite number between 1 and 99, in accordance with the suite standards in this section.

(b) *Multi-level businesses (office buildings).* Each individual building within a development shall be assigned a separate address with lease spaces assigned a suite number expressed in 100's corresponding to the floor number (i.e. first floor is 100-199, second floor is 200-299, etc.), in accordance with the suite standards in this section. Address Example: 609 SW 8th Street, Ste. 335 (Third Floor, Room 335).

(c) *Suites.*

(1) *Odd/even.* Buildings addressed with odd numbers shall initially be address with odd suite numbers and buildings addressed with even numbers shall initially be addressed with even suite numbers. Suite numbers increase according to the layout location from the centroid.

(2) *Suite split.* In the event of a suite split, the newly created suite shall be assigned the next lowest available number, disregarding the odd/even numbering required at initial addressing (i.e. for a split between suites 3 and 5 in the odd building addressed 201, the newly created suite would be numbered suite 4).

(3) *Suite spacing.* Spacing between addresses should be considered to accommodate a change in tenant and subdividing suites over time.

(Ord. No. 98-56, § 1, 06-22-1998; Ord. 2003-100, §1; Ord. No. 2012-58, §12, 07-24-2012)

ATTACHMENT A: Article 1600 Addressing

Underlined text shall be added and strikethrough text shall be deleted.

Sec. 1600.14 Enforcement procedures.

The enforcement of address numbers ensures public safety and promotes efficient delivery services. For new structures and renovations it shall be the duty of the inspectors to verify the correct address at the time of a final inspection. Neither the certificate of occupancy nor a certificate of compliance shall be issued unless the address meets the terms of this article.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 28, 2017

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a Utility and Drainage Easement located 3900 East Central Avenue, Kensington Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

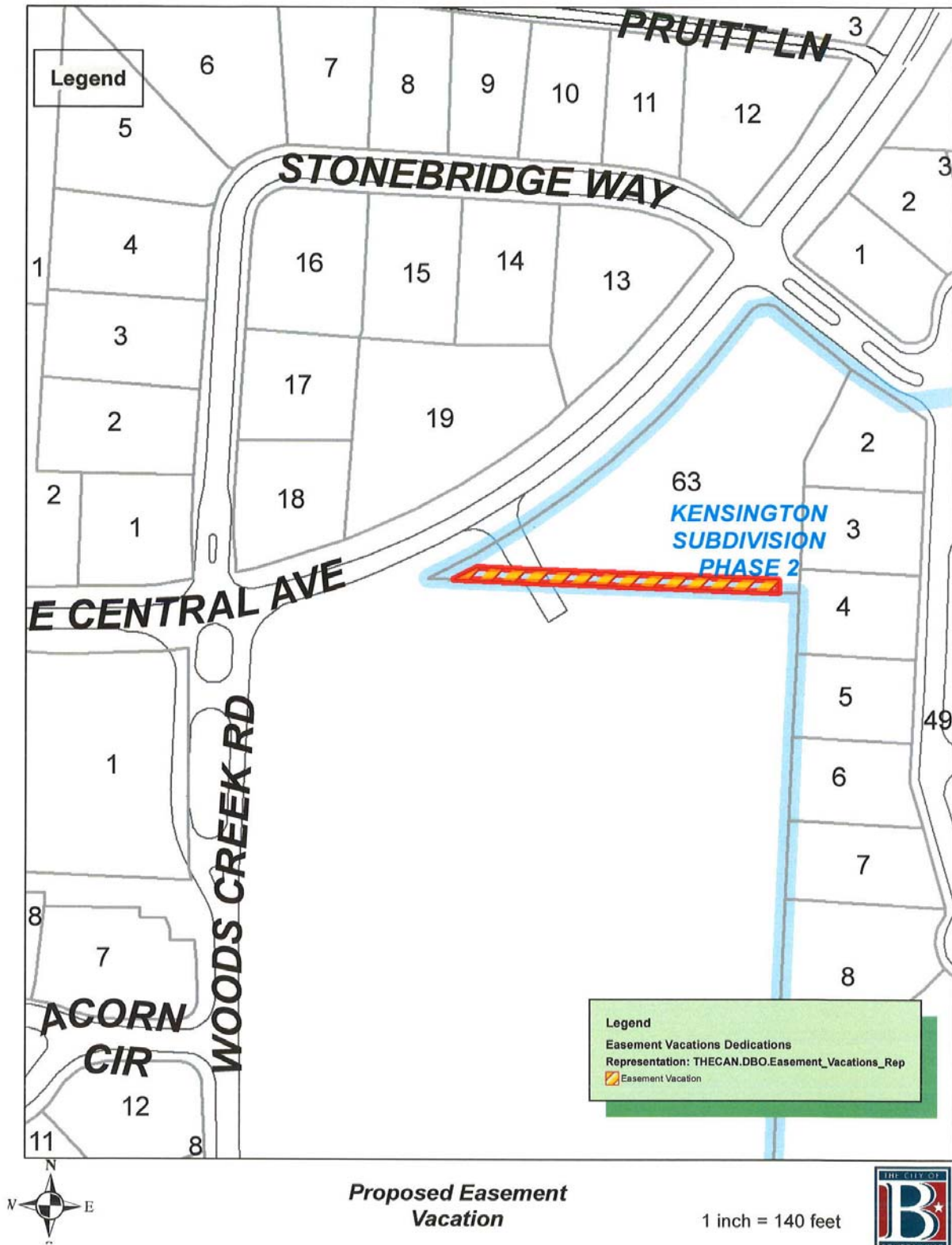
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY AND DRAINAGE EASEMENT
LOCATED AT 3900 EAST CENTRAL AVENUE, KENSINGTON SUBDIVISION TO
THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

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

Part of Lot 63 of Kensington Subdivision, Phase 2 as shown in Plat Record 2009-80 in Bentonville, Benton County Arkansas.

The Easement to be released is the south Fifteen feet (15') of said Lot 63 less and except the East 25' of the south 15', and the West 15' of the South 15' running along and parallel to the radius of the platted right-of-way line as shown on said Plat 2009-80. It is the intent of this document to release the South 15' utility and drainage easement that lies between the East 25' easement line and the West 15' Easement line as it follows the radius and dedicated right-of-way of East Central Avenue, otherwise known as Arkansas Highway 72.

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

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

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

Part of Lot 63 of Kensington Subdivision, Phase 2 as shown in Plat Record 2009-80 in Bentonville, Benton County Arkansas.

The Easement to be released is the south Fifteen feet (15') of said Lot 63 less and except the East 25' of the south 15', and the West 15' of the South 15' running along and parallel to the radius of the platted right-of-way line as shown on said Plat 2009-80. It is the intent of this document to release the South 15' utility and drainage easement that lies between the East 25' easement line and the West 15' Easement line as it follows the radius and dedicated right-of-way of East Central Avenue, otherwise known as Arkansas Highway 72.

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 _____, 2017, 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**

**BOB MCCASLIN, 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:

November 28, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas State Soccer Association for the service of providing soccer officials for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/28/2017</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas State Soccer Association</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>28,970.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>28,970.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Arkansas State Soccer Association (ASSA) to schedule and pay individual soccer officials directly for our recreational leagues. ASSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation soccer leagues are sanctioned by ASSSA which is the sole provider in our area for this service.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 6, 2017
Re: Arkansas State Soccer Association – Soccer Referee Provider

Parks and Recreation utilizes a provider for soccer referees for recreational league play. This allows the Parks and Recreation department to become more efficient in their payment processes. A Soccer Referee Provider prevents Parks and Recreation from maintaining numerous individual contractors. This provider pays the referees directly, and invoices the department for reimbursement. Each year, Parks and Recreation works with our Accounting Department to ensure the contract for this group/individual is current and accurate.

In February of 2017, Parks and Recreation entered into an agreement with the Arkansas State Soccer Association for the service of providing referees for both our youth and adult recreational soccer league in 2017. The agreement is attached to this memo. These two programs, youth and adult soccer leagues, create a gross revenue for the program of more than \$200,000. Because of this demand and the number of participants in our program, the number of games to be played (and refereed) is extremely high. This demand will require Parks and Recreation to pay more than \$20,000 to ASSA for this service.

This ordinance authorizes the agreement that has already been signed, but allows the Arkansas State Soccer Association to continue beyond the \$20,000 in payment threshold, as they are the sole source provider in our area. The Arkansas State Soccer Association is a great organization with quality referees who consistently perform at a high level. This contract expense is completely paid by registration fees.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email lfarmer@bentonvillear.com.

Attachments:

Instructor Agreement



Memorandum of Understanding

To: President- Arkansas State Soccer Association

From: David Wright, Bentonville Parks and Recreation

Date: February 1st, 2017

Re: Soccer Partnership for providing officials for Bentonville Parks and Recreation Programs.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between the Arkansas State Soccer Association (ASSA) and Bentonville Parks and Recreation (BPR) for youth soccer programs operated at Bentonville municipal parks.

1. BPR is responsible for managing youth soccer programs, including but not limited to, leagues and tournaments, for citizens of Bentonville.
2. BPR will create marketing / registration material for recreational leagues and tournaments, allowing for input and direction from ASSA where it pertains to official's and participant's needs.
3. BPR will create all schedules for games / tournaments for programs.
4. BPR will be responsible for providing officials for soccer events located in Bentonville public parks.
5. BPR will be responsible for all officials submitting a W9 to ASSA prior to officiating a game.
6. BPR will provide ASSA a detailed list of officials games and pay rate with a total for each official per pay period.
7. Officials will be expected to follow up with BPR for questions regarding the program, assigning, or payments.
8. Payment. Prior to the season, BPR and ASSA designees will predetermine dates, which BPR will be responsible for submitting invoices for league officials. On those agreed upon dates, ASSA will provide a signed invoice no later than 5pm on Tuesdays. BPR will make payment for invoices no later than 21 days after invoice is submitted. After tournament dates, ASSA will provide an invoice on the Tuesday following the tournament. BPR will make payment to ASSA for officials no later than 21 days after invoice is submitted.
9. BPR agrees to pay the following rates for officials for the 2017 season:

YOUTH SOCCER OFFICIAL(S)

U10 Age Group	1 person crew	\$17 / game per official
U12 Age Group	1 person crew	\$20 / game per official
Jr High Age Group	1 person crew	\$25 / game per official
Adult Games	1 person crew	\$ 35 / game per official
Field Marshal	By request only	\$25 / game per marshal
Assistant Referee	By request only	\$15 / game per AR

10. For the purpose of defining "seasons", a fall Season serves as a single season. The spring season is a different season.
11. ASSA is responsible for payment of all officials for BPR soccer programs.
12. Not an Agent. It is understood that ASSA is not acting as an agency for BPR and statutory immunity does not extend to ASSA's acts or omission.
13. This agreement can be terminated at any time with written notification from the Parks and Recreation Director or ASSA Director.

Mayor, City Of Bentonville

President, Arkansas State Soccer Association

ORDINANCE NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2017.

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:

November 28, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Bentonville Youth Softball Association for the service of providing umpires and scorekeepers for the youth softball league for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/28/2017</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Bentonville Youth Softball League</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>54,300.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>54,300.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a Bentonville Youth Softball League to schedule and pay individual youth softball officials directly for our recreational leagues and tournaments. BYSL invoices Parks and Recreation for these payments making this a much more efficient process. BYSL is the sole source provider in our area for this service.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 6, 2017
Re: BYSL – Softball Umpire/ Scorekeeper Provider

The Parks and Recreation department utilizes a provider for umpires and scorekeepers for both softball tournaments and the softball recreational league. The provider recruits, trains, schedules, and pays the umpires and scorekeepers for their services. Following the provider paying umpires and scorekeepers for services, they will invoice Parks and Recreation. Utilizing a provider creates one point of contact for umpire and scorekeepers making our department more efficient and eliminates Parks and Recreation from maintaining large amount individual contractors.

In January of 2017, Parks and Recreation entered into an agreement with the Bentonville Youth Softball league for the service of providing umpires and scorekeepers for our softball tournaments and recreational leagues in 2017. This agreement is attached to this memo. Participation in these two programs and the number of officials needed will require Parks and Recreation to exceed the \$20,000 payment threshold with Bentonville Youth Softball for these services. All expenses for these two programs are recouped through registration revenue.

This ordinance authorizes the agreement that has already been signed, but allows Bentonville Youth Softball League to continue beyond the \$20,000 in payment threshold, as they are the sole provider in our area.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email lfarmer@bentonvillear.com.

Attachments:

Instructor Agreement



Memorandum of Understanding

To: Bentonville Youth Softball League

From: Bentonville Parks and Recreation

Date: January 9, 2017

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

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

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

- b. For tournament play, BPR will provide tournament start times and anticipated duration no later than the Monday of the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BYSL no later than Thursday before the weekend tournament.
7. Payment. Prior to the season, BPR and BYSL designees will predetermine dates – every other Mondays – which BPR will be responsible for submitting invoices for league umpires and scorekeepers. On those agreed upon dates, BYSL will provide a signed invoice no later than 5pm on Monday. BPR will make payment for invoices no later than 14 days after invoice is submitted. After tournament dates, BYSL will provide an invoice on the Monday following the tournament. BPR will make payment to BYSL for umpires and scorekeepers no later than 14 days after invoice is submitted.
8. BPR agrees to pay the following rates for officials for the 2016 season:

Youth Fastpitch Umpire

8U Games – 1-person crew \$27 / Game per official

10U – 18U Games – 2-person crew \$32 / Game per official

Scorekeeper

All age groups \$12 / Game

Umpire – In – Chief \$1 / Game slot

Administrative Assigning Fee \$3 / Team

9. BYSL is responsible for recruiting, training, evaluation, scheduling and payment of umpires and scorekeepers for all BPR softball programs. BYSL will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and workman's compensation insurance.
10. Not an Agent. It is understood that BYSL is not acting as an agency for BPR and statutory immunity does not extend to BYSL's acts or omission.
11. This agreement can be terminated at any time with written notification from the Parks and Recreation Director.


 Mayor, City Of Bentonville


 President, Bentonville Youth Softball

ORDINANCE NO. _____

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

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

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

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

PASSED and APPROVED this ____ day of _____, 2017.

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:

November 28, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of an ordinance authorizing the Mayor and City Clerk to enter an agreement with Arkansas United States Specialty Sports Association for the service of providing umpires for youth baseball tournaments for Parks and Recreation and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/28/2017</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas United States Sports Specialty Association</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>59,813.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>59,813.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation utilizes a AR USSSA to schedule and pay individual youth baseball officials directly for our recreational baseball tournaments. AR USSSA invoices Parks and Recreation for these payments making this a much more efficient process. Parks and Recreation's baseball tournaments are sanctioned by AR USSSA which is the sole provider of this service in our area.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 6, 2017
Re: USSSA Sports – Baseball Umpire Provider

In January of 2017, Parks and Recreation entered into an agreement with USSSA Sports for the service of providing umpires for baseball tournaments in 2017. The agreement is attached to this memo. This service of scheduling and paying baseball umpires makes our department much more efficient in our payment processes and eliminates have individual umpire contractors.

In 2017, Parks and Recreation had over 250 teams participate in youth baseball tournaments. This amount of teams and the number of umpire games needed for those tournaments will require Parks and Recreation to exceed \$20,000 in payment to USSSA for providing umpires.

This ordinance authorizes the agreement that has already been signed, but allows USSSA Sports to continue beyond the \$20,000 in payment threshold as they are the sole source provider in our area for this service. This contract service is completely paid by registration fees.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email lfarmer@bentonvillear.com.

Attachments:

Instructor Agreement



Memorandum of Understanding

To: Mike Schmidt, Arkansas United States Specialty Association
From: David Wright, Bentonville Parks and Recreation
Date: January 23rd, 2017
Re: Baseball Partnership for providing umpires for Bentonville Parks and Recreation Programs.

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

1. BPR is responsible for managing youth baseball programs, including but not limited to tournaments, for the citizens of Bentonville and all participants in such programs.
2. BPR will create marketing / advertising for tournaments, allowing for input and direction from AR USSSA where it pertains to umpires and participant's needs.
3. AR USSSA will create schedules for games / tournaments, allowing for input and direction from BPR when it pertains to umpire and participant needs.
4. AR USSSA will be responsible for providing umpires for baseball events located in Bentonville public parks.
5. AR USSSA will be responsible for accepting team registrations for tournaments. AR USSSA will monitor these and publish team lists for public view as teams register for each tournament. Team Registration payments will appear as the following:
 - a. AR USSSA will be responsible for obtaining all tournament registration payments through online payments. If not obtained online, it is the responsibility of AR USSSA to obtain these tournament registrations.
 - b. By the Sunday of each weekend tournament AR USSSA will submit payment to BPR for all team registrations in the form of one check accompanied with a billing statement.
6. For tournament play, BPR is responsible for providing the following information to AR USSSA no later than the following timelines:
 - a. For tournament play, BPR will provide the dates of the tournaments no later than January 31 for spring / summer tournaments and no later than July 31 for all fall tournaments.
 - b. For tournament play, AR USSSA will provide tournament start times and anticipated duration no later than the Monday prior to the weekend tournament.
 - c. For tournament play, all schedules / brackets will be delivered to BPR no later than the Thursday prior to the weekend tournament.

7. Payment. After tournament dates, AR USSSA will provide an invoice on the Monday following the tournament. BPR will make payment to AR USSSA for umpires no later than 14 days after invoice is submitted.

8. BPR agrees to pay the following rates for officials for the 2016 season:

Youth Baseball Umpire

7U & 8U games – 1 person crew	\$50 / game per official
9U – 18U games – 2 person crew	\$45 / game per official
Championship Fees	\$5 / championship game per official

Umpire – In – Chief \$5 / game slot

Tournament Assigning Fee \$2 / Team

Sanction Fee \$75 / tournament

Global Fee \$750 / tournament

NIT Fee \$750 / tournament

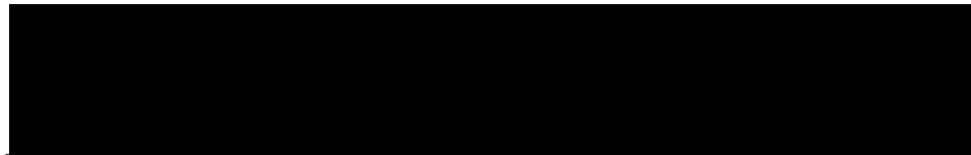
Per Team Fees

Qualifiers	\$25 / team
Global	\$30 / team
NIT	\$30 / team

Tournament Director Fees

Initial Director	\$20 / team
Additional Director	\$15 / hour
Per Day Fee	\$50 / day

9. AR USSSA is responsible for recruiting, training, evaluating, scheduling, and payment of umpires for all BPR baseball programs. AR USSSA will ensure all umpires are sanctioned by the appropriate governing body and have appropriate insurance that includes, but is not limited to liability and workman's compensation insurance.
10. Not an Agent. It is understood that AR USSSA is not acting as agency for BPR and statutory immunity does not extend to AR USSSA's acts or omission.
11. This agreement can be terminated at any time with written notification from the Parks and Recreation Director.



Mayor, City of Bentonville

President, Arkansas USSSA Sports



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	2017-29
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 28, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation recommends City Council to award bid No. 2017-29 to Jet Custom Screen Printing for participant shirts for the 2018 Run Bentonville Half Marathon.

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 McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2017
Re: City Council Bid Award from Jet Custom Screen Printing for the Run Bentonville Half Marathon shirts.

Parks and Recreation is seeking City Council's approval in awarding bid No. 17-29 to Jet Custom Screen Printing for \$21,263.00 for the Run Bentonville Half Marathon shirts.

Parks and Recreation has administered the Run Bentonville Half Marathon since 2011. This year's event will occur on April 7, 2018 on the Downtown Bentonville Square. The program has grown in participation every year with more than 3,000 runners participating in 2017. Each participant who pays a registration fee for the half marathon will receive a participant shirt. This participant shirt is included in the registration fee.

With the continued growth of this event, Parks and Recreation expects the amount of shirts needed for the event to exceed the dollar amount required for a formal bid. In an effort to be as respectful as possible to our participants and our taxpayers, we formally bid the shirts. Jet Custom Screen Printing is the low bidder for the overall price of the shirts (please see attachment).

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

If you have any questions regarding this item, please call me at 464.7275 or email lfarmer@bentonvillear.com.

Attachments:

Run Bentonville Half Marathon Shirt Bid

Bid Sheet for 2018 Bentonville Half Marathon T-Shirts Bid #17-29
As per bid specifications

Half Marathon Shirts

Item #	Description	Unit Price	Qty	Extended Price
1	Men's Small	\$ 5.80	300	\$ 1740.00
2	Men's Medium	\$ 5.80	300	\$ 1740.00
3	Men's Large	\$ 5.80	500	\$ 2900.00
4	Men's X-Large	\$ 5.80	300	\$ 1740.00
5	Men's XX-Large	\$ 6.80	50	\$ 340.00
6	Women's Small	\$ 5.80	300	\$ 1740.00
7	Women's Medium	\$ 5.80	450	\$ 2610.00
8	Women's Large	\$ 5.80	450	\$ 2610.00
9	Women's X-Large	\$ 5.80	400	\$ 2320.00
10	Women's XX-Large	\$ 6.80	50	\$ 340.00

Volunteer Shirts

Item#	Description	Unit Price	Qty	Extended Price
1	Small	\$ 4.40	50	\$ 220.00
2	Medium	\$ 4.40	100	\$ 440.00
3	Large	\$ 4.40	75	\$ 330.00
4	X-Large	\$ 4.40	55	\$ 242.00
5	XX-Large	\$ 6.20	10	\$ 62.00

Note: All bid submittals must be received in a sealed envelope with Bid #17-29 clearly written on the outside. No late bids will be considered.

Company Submitting: Tet Custom Screen Printing

By: Cheryl Quaintance

Contact: Cheryl

FIN: [REDACTED]

E mail: [REDACTED]

- * Our tax is 9.75%
- * 7-10 business days for production
- * We can deliver in a truck to Parks + Rec. office
- * If need additional shirts after these are delivered price will go up \$2.00 a shirt plus \$25.00 set up per front design



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with AEP for a new Point of Delivery in association with the construction of Substation "J". The City's costs per this agreement are estimated to be \$60,000.00.

COST TO CITY:

Cost of this Request: \$60,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: November 16, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Bentonville Point of Delivery #8

The City of Bentonville Electric Department recommends the mayor and city council enters into the modified the Point of Delivery (POD) #8 Agreement with AEP for the construction of Substation "J". The agreement is required for a new connection to the AEP transmission line along Hwy 102. The approximate cost of this agreement will be \$60,000 and will cover the two AEP meters that will be installed within the new substation.

As stated before, Substation "J" is required for the on-going expansion of data center at the David Glass Technology Center.



American Electric Power
6705 East 81st Street, Ste. 160
Tulsa, Oklahoma 74133-4129
918-599-2965
918-599-3157 (fax)

October 13, 2017

VIA ELECTRONIC MAIL

Mr. Travis Matlock
City of Bentonville
Engineering Director (tmatlock@bentonvillear.com)
3200 Municipal Drive
Bentonville, AR 72712

Re: Delivery Point Change Request
City of Bentonville, Arkansas ("Customer" or "Bentonville")
December 13, 2006 Power Supply Agreement ("PSA")
with Southwestern Electric Power Company ("Company")

Dear Mr. Matlock:

Section 3.02 of the PSA referenced above provides that the Company shall act as Customer's agent and shall arrange for Network Integration Transmission Service (NITS) for Customer's Retail Load. Bentonville has requested a change in the Delivery Point facilities by establishing a new Delivery Point #8.

Attached is the "Bentonville POD#8: SWEPCO Phyllis Street to Substation J Delivery Point Agreement" that sets for the terms and conditions for establishing the requested change in Delivery Point facilities pursuant to the Interconnection and Local Delivery Service Agreement between American Electric Power Service Corporation and American Electric Power Service Corporation as agent for Southwestern Electric Power Company Effective June 20, 2014.

BOUNDLESS ENERGY

October 13, 2017
Page 2

If Bentonville agrees with terms and conditions as provided for on the attached Delivery Point Agreement, please indicate your acceptance by signing and dating two copies of this letter in the spaces designated below, and returning one of those signed copies to me. Thank you for your consideration of this request.

Sincerely yours,



Woodrow E. Lally
Director Energy Marketing

Attachment

ACCEPTED:
CITY OF BENTONVILLE, ARKANSAS ("CUSTOMER")

By: _____

Date: _____

Cc: Mark Mobley
Bob Tumilty
Jay Jadwin

BENTONVILLE POD#8: SWEPCO PHYLLIS STREET TO SUBSTATION J

DELIVERY POINT AGREEMENT

This **Delivery Point Agreement** (the "Agreement") is entered into as of _____, 2017 (the "Execution Date") between **Southwestern Electric Power Company**, a Delaware corporation ("**AEP**" or "**SWEPCO**") and **American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas** ("**Customer**"). AEP and Customer may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. AEP and Customer are parties to that certain Interconnection and Local Delivery Service Agreement identified in Schedule 3.1 (as amended, the "ILDSA").

B. The Parties desire to change, upgrade, retire, or replace Delivery Point facilities or establish a new Delivery Point, as described in Schedule 3.1 (such activity being herein called the "Project"). The Project will be undertaken within the control area of the independent system operator or regional transmission organization identified in Schedule 3.1 (the "ISO/RTO" with respect to this Project).

C. The Project has previously been the subject of certain requests by Customer; directives and approvals of the ISO/RTO or regulatory authority; and/or preliminary agreements and studies. All such requests, directives, approvals, agreements, and studies are herein referred to as the "Prior Project Documentation".

D. This Agreement is a "Facilities Agreement," as defined in, and entered into pursuant to, Section 2.3 of the ILDSA. This Agreement provides for the Parties to construct facilities to implement a delivery point. This Agreement does not provide for any other services and neither AEP nor Customer agrees hereunder to provide any other services.

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. As used in this Agreement, terms defined in Exhibit 1.1 have the meanings set forth therein.

1.2. Rules of Construction. Unless the context of this Agreement requires otherwise, the plural includes the singular, the singular includes the plural. The words "include," "includes" and "including" are not limiting and have the inclusive meaning of "including without limitation." The words "hereof," "herein," "hereby," "hereunder" and other similar terms of this

Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any agreement, instrument, or Applicable Law defined or referred to herein means such agreement or instrument or Applicable Law as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. A reference to a Party includes its successors and permitted assigns. This Agreement is the result of negotiations between, and has been reviewed by, the Parties, and their respective counsel have had the opportunity to review this Agreement. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

2. EFFECTIVE DATE; COMMENCEMENT DATE; TERM; TERMINATION

2.1. Commencement of Work. The Parties shall become obligated to commence the Work hereunder when both the Effective Date has occurred in accordance with Section 2.2 and the Commencement Date has occurred in accordance with Section 2.3.

2.2. Effective Date. AEP shall file this Agreement with the Commission, and Customer agrees to cooperate with AEP and provide reasonable assistance to AEP in such filing and proceedings related thereto. This Agreement shall become effective on the date this Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, in which case the effective date of this Agreement shall be as specified in the said Commission order ("Effective Date"). However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitation or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Customer to be adverse to it, then either AEP or Customer may terminate this Agreement upon written notice to the other Party.

2.3. Commencement Date. The commencement date shall be the date on which each of the following events shall have occurred or been waived by the Parties ("Commencement Date"):

- 2.3.1. Receipt by both Parties of all necessary Governmental Approvals (in form and substance reasonably satisfactory to each of the Parties) in addition to the Governmental Approval specified in Section 2.2 hereof.

If, at the written request of Customer, AEP waives a condition specified in this Section 2.3 so that Work can proceed as soon as reasonably practicable after receipt of the request; AEP will be entitled to reimbursement of costs pursuant to this Agreement as if the Work had been performed only after satisfaction of the waived condition.

2.4. Term. The term of this Agreement shall commence on the Effective Date and unless earlier terminated, shall terminate sixty (60) Calendar Days following the completion of all Work as provided for hereunder and satisfaction of all payment obligations of the Parties with respect to the Work.

2.5. Events of Termination. This Agreement may be terminated by the Parties as follows:

- 2.5.1. This Agreement may be terminated by mutual written agreement of the Parties.
- 2.5.2. Either Party may terminate this Agreement upon termination of the ILDSA as provided in Section 2.7.
- 2.5.3. Customer may terminate this Agreement as provided in Section 3.6.1.
- 2.5.4. This Agreement shall terminate automatically following a suspension of the Work by Customer under the circumstances specified in Section 3.6.1.
- 2.5.5. Either Party may terminate this Agreement as provided in Section 2.2.
- 2.5.6. Either Party may terminate this Agreement (a) if any Governmental Authority denies approval of any necessary or appropriate approvals for the Work; (b) a Party ceases to maintain any Governmental Approval necessary for such Party's performance of this Agreement or the contemplated ownership or operation of the Project Facilities; or (c) if any Governmental Authority shall have issued an order, decree, ruling, or other action restraining, enjoining, or otherwise prohibiting a Party's performance of this Agreement or its contemplated ownership or operation of the Project Facilities.
- 2.5.7. Either Party may terminate this Agreement for default as provided in Section 7.2.

2.6. Regulatory Approval of Termination. Any termination of this Agreement provided for herein shall be subject to any necessary approval by the Commission, if applicable.

2.7. Termination of ILDSA. If the ILDSA is terminated, the Parties shall negotiate in good faith for thirty (30) Calendar Days, or such other period as the Parties may agree upon in writing, to revise this Agreement as necessary to reflect such termination. If the Parties are unable to reach agreement on such revisions by the end of such period, either Party may terminate this Agreement by written notice to the other Party.

2.8. Survival of Rights. Termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such termination, including, without limitation, payment obligations, remedies, indemnification obligations, confidentiality and any provisions of this Agreement that explicitly provide for survival after termination.

3. DEVELOPMENT OF THE PROJECT

3.1. Scope of Work. The “Work” with respect to the Project is described in Schedule 3.1 and any attachments referenced therein, and includes the provision of all design, engineering, construction, site preparation, excavation, acquisition of land rights, labor, materials, supplies, equipment supervision, testing, acquisition of Governmental Approvals and other activities necessary or appropriate for the completion of the Project in accordance with this Agreement.

3.2. Obligations of the Parties.

3.2.1. Each Party will undertake, directly or through its affiliates or contractors (or any combination thereof), the performance of its obligations with respect to the Work as indicated on Schedule 3.1. The Parties will exchange relevant information concerning the Project and the Work. The Project Facilities will be designed so as to render them compatible with AEP’s existing transmission facilities in AEP’s reasonable judgment. AEP will have the right to review and approve Customer’s plans and specifications and construction of the Project Facilities. No such review and approval will constitute either a waiver by AEP of any provision of this Agreement or an endorsement by AEP of the design of the portion of the Project Facilities to be designed and constructed by Customer or a warranty or other assurance by AEP of the safety, durability or reliability of such portion of the Project Facilities.

3.2.2. Each Party will perform its obligations with respect to the Work for which it is responsible consistent with the Connection Requirements, Applicable Law, applicable Governmental Approvals, Good Utility Practice, and applicable standards set out in the ILDSA . EACH PARTY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.

3.3. Completion and Commissioning of the Project Facilities. The Parties will use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to have the Project Facilities ready for service by the “Projected In-Service Date” set out in Schedule 3.1 or any other date to which the Parties may subsequently agree in writing. The Projected In-Service Date will be extended to reflect any delays as a result of Force Majeure and extended to reflect any suspension of the Work as provided for and in accordance with the provisions of this Agreement. AEP will control (i) timing and implementation of the final connection and energization of the circuitry for the Project Facilities, and (ii) the matters over which AEP is given control in accordance with Sections 2.7 and 3.6 of the ILDSA, and in both cases Customer will reasonably cooperate with such activities.

3.4. Direct Assignment Facilities. Schedule 3.1 identifies those facilities that will be considered “Direct Assignment Facilities” as defined in the AEP Tariff.

3.5. Access and Land Rights.

- 3.5.1. Subject to any necessary Governmental Approvals and to the superior real property rights and interests of third persons and the receipt of all necessary consents of third parties in form and substance reasonably satisfactory to each of the Parties, a Party (the "Granting Party") will furnish to the other Party (the "Access Party") any rights of use, licenses, rights of way, and easements (including ingress and egress) with respect to lands owned or controlled by the Granting Party or any of its affiliates to the extent necessary to enable the Access Party to obtain appropriate land rights (including ingress and egress) to perform its portion of the Work and to operate, repair, maintain, and demolish any of the Project Facilities, and to otherwise perform its obligations under this Agreement (and, with respect to the Project Facilities, the ILDSA). If any part of the Project Facilities are to be installed on property owned or under the control of third persons, Customer will at its own expense use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to procure from such persons property rights in form and substance reasonably acceptable to AEP necessary to enable AEP to perform its obligations under this Agreement. If AEP specifies that a fee interest for its Project Facilities is required, Customer shall grant or shall use commercially reasonable efforts to obtain from the appropriate third party, the necessary fee interest on terms acceptable to AEP and in a form consistent with AEP's standard real estate purchase form.
- 3.5.2. Upon reasonable notice and with supervision (or, in the case of emergency, without notice or supervision but in accordance with the standards of performance set forth in Section 3.2.2), either Party is hereby given the right to enter upon the lands occupied by the other Party on a temporary basis as necessary to enable such Party to perform its obligations under this Agreement, provided that the Party making such entry shall (a) comply with safety and security procedures as specified by the Party that occupies the land and (b) shall not interfere with the operations of the Party that occupies the land.
- 3.5.3. Neither Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party. A Party that becomes aware of any such lien or encumbrance on the property of the other Party shall promptly (a) notify the other Party and (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.
- 3.5.4. Each Party shall be liable for any property damage and any injuries incurred by any of its employees, agents, contractors or other representatives while on property occupied by the other Party.

- 3.5.5. Neither Party shall bring any Hazardous Materials onto the property occupied by the other Party, without the prior written consent of the other Party, which consent shall include the agreement of the Party bringing any such Hazardous Materials onto the other Party's property to assume all liability in any way associated with or arising from such Hazardous Materials.
- 3.5.6. AEP shall retain access rights to Customer's or third party's property in accordance with Sections 3.5.1 and 3.5.2 if necessary to carry on AEP's operations following termination.
- 3.5.7. Sections 3.5.3 through 3.5.6 shall survive termination of this Agreement. To the extent referenced in Section 3.5.6, Sections 3.5.1 and 3.5.2 shall also survive termination of this Agreement.

3.6. Suspension and Termination of Project Development.

- 3.6.1. Customer may suspend or terminate the Work on written notice to AEP, provided that any suspension (and all suspensions in the aggregate) may not exceed one (1) year or such other period as may be agreed upon by the Parties in writing, after which this Agreement shall be deemed to terminate if the Work has not been resumed.
- 3.6.2. At any time during a suspension of the Work in accordance with Section 3.6.1, Customer may notify AEP in writing to resume the Work, subject to (a) agreement on a revised Projected In-Service Date, and (b) agreement on any revisions to the Work requested by either Party.
- 3.6.3. Customer will pay AEP, in accordance with the billing provisions of Section 4.1.3, AEP's incremental costs incurred as a result of any suspension or termination pursuant to Section 3.6.1, including demobilization and remobilization costs and suspension, termination, or cancellation costs payable to third parties. This Section 3.6.3 shall survive termination of this Agreement.
- 3.6.4. Sections 2.4, 2.5 and 2.6 of the ILDSA shall be applicable to any suspension or termination of Project development.

4. COSTS

4.1. Responsibility for Costs.

- 4.1.1. Schedule 3.1 sets forth an estimate of the total cost of AEP's portion of the Work and the allocation of responsibility for such costs between the Parties. Such estimate does not constitute a fixed price for or cap on any amounts that may be payable by Customer. The costs of the Work, including all costs incurred by AEP for which Customer is liable, shall be calculated in

accordance with Section 3.2 (Compensation for Local Delivery Services) of the ILDSA.

- 4.1.2. If this Agreement, or the Work hereunder, is terminated before the Project Facilities are placed in service, then in addition to (but without duplication of) costs otherwise to be borne by Customer, Customer will bear all costs theretofore, thereby, or thereafter incurred by AEP with respect to the Work to the extent that AEP determines in its reasonable discretion that it will not seek Governmental Approval to put such costs into its transmission rate base. In the case of such termination, Customer shall, at its cost, also be required to clean up, and at AEP's request remove, any Work it has performed on AEP's property. If the Project Facilities are placed in service, but any portion of such costs are expressly found to be not includible in AEP's transmission rate base, Customer will bear all such disallowed costs, except to the extent that the AEP Facilities are placed in service to serve a customer other than Customer.
- 4.1.3. The total actual installed cost of the Direct Assignment Facilities will be recovered through the monthly facilities charges for Direct Assignment Facilities in the ILDSA. The monthly facilities charge shall be effective beginning with the month following the date that AEP completes installation of the Direct Assignment Facilities. However, if AEP is not able to determine the total actual installed cost of the Direct Assignment Facilities at the time the monthly facilities charge and the CIAC credit are effective, then AEP will use the estimated cost of the facilities as shown in Schedule 3.1. As soon as the total actual installed cost is known, AEP will begin billing based on the actual values and AEP will true-up the amount that was billed on the estimated cost.
- 4.1.4. If Customer in good faith disputes any portion of an invoice, Customer will (i) explain the basis for the dispute in writing to AEP within fifteen (15) Calendar Days of the date of the invoice and (ii) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to Section 12 (Dispute Resolution) of the AEP Tariff, as modified by the immediately preceding sentence. If the determination of such dispute resolution process is that AEP is required to refund any portion of the disputed amount, AEP shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2).

4.1.5.

4.2. Information Concerning Costs. Customer shall have the right to review and audit information concerning costs as provided pursuant to the last paragraph of Section 5.1 of the ILDSA, subject to the following three sentences. Any review or audit of AEP accounts and records permitted by Section 5.1 of the ILDSA shall be conducted by Customer during regular

business hours at the applicable AEP office(s). Customer will not have the right to examine the records pertaining to a particular invoice more than once or to examine the records pertaining to an invoice unless written notice of the examination is given within twenty four (24) months of the date of such invoice. Information obtained by Customer from AEP pursuant to this section shall be considered Confidential Information of AEP subject to the confidentiality provisions of Article 8 hereof regardless of whether such information is marked as confidential.

4.3. Tax Treatment of Costs. The applicable provisions of the ILDSA will control the Parties' tax treatment of the costs of the Work under this Agreement. All amounts invoiced under this Agreement, except for the monthly facilities charge described in Section 4.1.3, will be treated when invoiced as contributions in aid of construction for tax purposes. Any reimbursement for the tax effects of such contributions in aid of construction to which AEP may be entitled may be included in the invoice for such costs or separately invoiced.

4.4. Survival. The provisions of this Article 4 shall survive termination of this Agreement.

5. INDEMNIFICATION

5.1. Parties' Indemnification. Subject to the other limitations set forth in this Agreement, each Party (an "Indemnifying Party") will be liable to and will indemnify the other Party, its affiliates, and its or their officers, employees, agents and subcontractors (each an "Indemnified Person") for any personal injuries suffered by third parties or damage to a third party's tangible property, reasonable attorney fees and other costs and expenses of defense, and (with the approval of the Indemnifying Party) costs and expenses of settlement, in each case incurred by the Indemnified Person, arising in connection with the prosecution of the Work, to the extent such injuries or damage are caused by the negligence, gross negligence, strict liability in tort, or willful misconduct of the Indemnifying Party or its officers, employees, agents or subcontractors but only to the extent the Indemnified Person is found liable to the third party. If such personal injury or property damage is caused by the joint or concurrent negligence of the Parties or their affiliates (or their respective officers, employees, agents, or subcontractors), the Parties and Indemnified Persons will bear the loss in proportion to their or their affiliates' (or their respective officers', employees', agents' or subcontractors') degree of negligence.

5.2. Indemnification Procedures. The Indemnified Person shall give notice as promptly as is reasonably practicable to the Indemnifying Party of any claim for indemnification under this Article 5; provided that the failure of the Indemnified Person to give notice shall not relieve the Indemnifying Party of its obligations under this Article 5, except to the extent (if any) that the Indemnifying Party shall have been materially prejudiced thereby. The Indemnified Person will have the right to control the defense and settlement of any third party claim that is the basis for a claim for indemnification with counsel of its own choice, provided that the Indemnifying Party may retain counsel at its expense to assist in the defense and settlement of such third party claim.

5.3. Non-Exclusive. The indemnification provided by this Article 5 shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, as a matter of law or otherwise, and shall continue as to an Indemnified Person who

has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Person.

5.4. Survival. The provisions of this Article 5 shall survive the termination of this Agreement.

6. FORCE MAJEURE

6.1. Effect of Force Majeure. In the event that either Party is rendered unable by reason of an event of Force Majeure occurring or arising without the fault or negligence of such Party, to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then the obligations of such Party (except for the obligation to pay sums of money owing hereunder for periods prior to the event of Force Majeure) shall be suspended to the extent of such Force Majeure condition, and such Party shall not be deemed to be in default of this Agreement, for the period of such Force Majeure condition. A Party's lack of funds shall not be an event of Force Majeure. An adjustment shall be made to the Projected In-Service Date as the result of an event of Force Majeure in accordance with Section 3.3 hereof.

6.2. Notification. In the event of the occurrence of an event of Force Majeure, which prevents a Party from performing its obligations hereunder, such Party shall notify the other Party of such Force Majeure, in writing or by telephone as soon as reasonably possible after the determination that event of Force Majeure has occurred, but in any event within seven (7) Calendar Days thereafter (telephone notices to be confirmed in writing as soon as reasonably possible).

6.3. Labor Disputes. Neither Party will be required by this Agreement to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood that the settlement of strikes, walkouts, lockouts, or other labor disputes will be at the sole discretion of the Party having the difficulty.

7. DEFAULT AND REMEDIES

7.1. Events of Default. An "Event of Default" will exist:

- 7.1.1. As to Customer upon Customer's failure to promptly pay any amount due hereunder) within ten (10) Calendar Days following written notice of delinquency;
- 7.1.2. As to a Party, if such Party fails to fully cure its breach of any other obligation under this Agreement within twenty (20) Calendar Days following written notification of such breach or such longer period, not to exceed a total cure period of one hundred eighty (180) Calendar Days, as may be reasonably necessary to cure such breach, provided that such Party has commenced and is diligently pursuing such cure; or
- 7.1.3. As to a Party if it becomes Insolvent.

7.2. Termination. If an Event of Default in any material respect occurs as to a Party, the other Party will have the right to terminate this Agreement on ten (10) Calendar Days written notice to the defaulting Party, provided that this Agreement shall not be terminated if the Event of Default is cured within such 10-Calendar Day period.

7.3. Other remedies.

7.3.1. If an Event of Default in any material respect occurs and while it persists with respect to a Party, the other Party may suspend performance of its obligations with respect to the Work under this Agreement (other than its obligations to pay money) without prejudice to any other remedy that it may have under this Agreement or Applicable Law.

7.3.2. Whether or not a Party suspends performance of its obligations under, or terminates, this Agreement as a result of an Event of Default, such Party will have the right to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity due to such Event of Default, subject to the limitations of Section 7.4.

7.4. Exclusions and Limitations of Damages. In no event will either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profit or revenue, loss of use of equipment, cost of capital, or damage to reputation or relations) whether based in contract, tort, strict liability, statutory liability, or any other theory of liability.

Except for amounts payable pursuant to Article 5 with respect to third party indemnification, the aggregate liability of AEP for damages based on any cause of action hereunder will not exceed the aggregate of all amounts invoiced by AEP pursuant to Section 4.1.3.

8. CONFIDENTIALITY

8.1. Confidential Information. Each Party shall hold in strict confidence and shall not disclose or use any information obtained from the other Party hereunder that is marked confidential ("Confidential Information") for the period ending two (2) years after the date of termination of this Agreement.

8.2. Disclosure. Notwithstanding the foregoing, a recipient shall be entitled to disclose Confidential Information to its and its affiliates' officers, employees, agents, lenders, attorneys, and other advisors (collectively "Employees and Agents") for purposes of meeting its obligations and exercising its rights hereunder, provided that the Employees and Agents shall be informed of the confidentiality obligations provided herein. Each recipient agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Employees and Agents. Further, a recipient shall also be entitled to disclose Confidential Information to the extent such disclosure: (a) is necessary or convenient as part of any regulatory proceeding in which it is a party subject to a protective order or such other remedy as the disclosing Party may reasonably consider appropriate in the circumstances; (b) is required to be

disclosed by stock exchange requirements applicable to the recipient or its affiliates; (c) is necessary or otherwise reasonably deemed appropriate in connection with any dispute resolution commenced pursuant to this Agreement or any litigation commenced in respect of this Agreement; or (d) is disclosed to an entity whose primary business is the issuance of credit ratings, provided the information is disclosed pursuant to a customary confidentiality agreement, and is disclosed solely for the purpose of developing a credit rating and the entity's ratings are publicly available.

8.3. Exclusions. Notwithstanding anything to the contrary in this Article 8, Confidential Information will not include information that: (a) has become part of the public domain other than by acts or omissions of the recipient or its Employees and Agents, (b) to the recipient's knowledge, has been furnished or made known to the recipient by third Persons (other than those acting on behalf of the disclosing Party) as a matter of legal right and without relevant restriction on disclosure or use, (c) was in the recipient's possession prior to disclosure by the disclosing Party and was not previously acquired by the recipient or its Employees and Agents directly or indirectly from the disclosing Party, or (d) is independently developed by Employees and Agents of the recipient without access to Confidential Information.

8.4. Notification. Under circumstances other than those provided in Section 8.2, if a Party is required pursuant to Applicable Law or otherwise becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to it, such Party shall (unless prohibited by Applicable Law from doing so) promptly notify the disclosing Party in order that the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. In any event, the compelled Party may disclose only that portion of the Confidential Information which such Party is legally required to disclose in the judgment of the Party's legal counsel without any liability to the disclosing Party hereunder and such disclosure shall not be a breach of this Section 8.4.

8.5. Survival. The provisions of this Article 8 shall survive a termination of this Agreement.

9. OTHER PROVISIONS

9.1. Construction with ILDSA. The rights and obligations of the Parties under this Agreement are subject to the ILDSA, provided that to the extent there is any conflict between the provisions of this Agreement and the ILDSA or any other tariff or agreement, the provisions of this Agreement shall be controlling.

9.2. Notices. Any notice that is required or permitted under this Agreement may be given by personal delivery to the Party entitled thereto, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to Customer: American Electric Power Service Corporation
Vice President Market Operations
1 Riverside Plaza
Columbus, OH 43215

e-mail: ejjames@aep.com

If to AEP: Director, Transmission and Interconnection Services
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
e-mail: rlpennybaker@aep.com

with copy to: Vice President, Transmission Grid Development
American Electric Power Service Corporation
700 Morrison Road
Gahanna, OH 43230
e-mail: rwbradish@aep.com

Either Party may change its address or email for notice by written notice to the other Party in accordance with this Section 9.2. Any notice given (a) by personal delivery shall be deemed to be given upon such delivery, (b) by email shall be deemed given upon receipt, (c) by overnight courier service shall be deemed given on the date noted on the courier's receipt for delivery, or (d) by U.S. Certified or Registered Mail, return receipt requested, shall be deemed given upon the date noted on such return receipt, provided, however, that if in any case delivery is made on a day other than a Business Day or after 5:00 p.m. local time on a Business Day, delivery shall be deemed to be given upon the next Business Day.

9.3. Interest on Overdue Amounts. Except as otherwise provided in Section 4.1.3, any amount due to a Party under this Agreement will earn interest accruing daily from the deadline for payment thereof until paid at the lesser of (i) an annual rate equal to the Prime Rate from time to time plus 2 percentage points, or (ii) the maximum rate allowed by Applicable Law. This provision will not be interpreted to preclude AEP from also including in its reimbursable costs an amount to compensate AEP for the time value of advances made by it.

9.4. Amendment. No amendment to this Agreement will be valid or binding unless and until (a) reduced to writing and executed by each Party's authorized representative and (b) the requirements of Section 2.2 have been satisfied with respect to such amendment to the extent applicable. It is the intent of the Parties that, to the maximum extent permitted by law, the provisions of this Agreement shall not be subject to change under Sections 205 and 206 of the Federal Power Act absent the written agreement of the Parties, and that the standard of review for changes unilaterally proposed by a Party or the Commission, acting *sua sponte* or at the request of a third party, shall be the public interest standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527, 128 S.Ct. 2733 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165, 130 S.Ct. 693 (2010).

9.5. Assignment. Except as otherwise provided in this Agreement, neither Party may assign any of its rights or delegate any of its duties under this Agreement to any person without

the prior written consent of the other Party. Notwithstanding the foregoing, AEP may without the prior consent of Customer assign this Agreement to any of its affiliates or to any transmission joint venture of which it is then a member, whereupon AEP will be released of all obligations hereunder.

9.6. Merger and Integration; Binding on Successors; No Third Party Beneficiaries. This Agreement and the ILDSA set out the entire understanding of the Parties with respect to the matters they purport to cover and supersede all prior communications, agreements, and understandings, whether written or oral, concerning such matters. Except as otherwise expressly provided in this Agreement, the descriptions of the Project and Project Facilities set forth in any Prior Project Documentation are superseded by the descriptions given in this Agreement. No Party will be liable or bound to any Party in any manner by any warranties, representations, or covenants other than those set forth in or incorporated into this Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.7. Forbearance and Waiver. Except where a specific time period is provided hereunder for the exercise of a right or remedy, any Party's forbearance in the exercise or enforcement of any right or remedy under this Agreement will not constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

9.8. Partial Invalidity. Any invalidity, illegality, or unenforceability of any provision of this Agreement in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

9.9. Governing Law. The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the state in which the Delivery Point is located as specified in Schedule 3.1, without regard to the laws of such jurisdiction applicable to conflict of laws.

9.10. Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

9.11. No Partnership. Nothing contained herein shall be deemed to create an association, joint venture, partnership, or principal/agent relationship between the Parties hereto or impose any partnership obligation or liability on either Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

9.12. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

9.13. Sections. Unless otherwise specified, references in this Agreement to numbered Sections, Articles and Schedules shall be to Sections, Articles and Schedules of this Agreement.

**[The remainder of this page is intentionally left blank.
The next page of this document is S-1]**

Executed to be effective as provided above:

**Southwestern Electric Power
Company**

**City of Bentonville, Arkansas
by American Electric Power Service
Corporation as agent for Southwestern
Electric Power Company, as agent for
City of Bentonville, Arkansas**

By: _____

Name: Wade Smith

Title: Vice President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1.1

DEFINITIONS

Terms defined in this Exhibit 1.1 will have the meanings set forth in this Exhibit.

TERM	DEFINITION
1. Access Party	As defined in Section 3.5.1.
2. AEP or SWEPCO	As defined in the first paragraph.
3. AEP Tariff	Open Access Transmission Service Tariff of the American Electric Power System, on file with and accepted by the Commission.
4. Agreement	As defined in the first paragraph.
5. Applicable Law	Any statute, law, ordinance, executive order, rule, or regulation (including a regulation that has been formally promulgated in a rule making proceeding but, pending final adoption, is in proposed or temporary form having force of law); guideline, or notice having force of law; or approval, permit, license, franchise, judgment, order, decree, injunction, or writ of any Governmental Authority applicable to a specified Person or specified property, as in effect from time to time. Applicable Law will include the requirements of NERC and the ISO/RT0.
6. Business Day	Any day other than a Saturday, a Sunday or a federal holiday.
7. Calendar Day	Any day whatsoever, including any weekday, Saturday, Sunday or holiday. However, should the last day of a period of time or number of Calendar Days computed as Calendar Days in accordance with this Agreement be a Saturday, Sunday or holiday, then the next day which is not a Saturday, Sunday or holiday is the last Calendar Day in such period.
8. Commencement Date	As defined in Section 2.3.

- | | | |
|-----|--------------------------|--|
| 9. | Commission | Federal Energy Regulatory Commission. |
| 10. | Confidential Information | As defined in Section 8.1. |
| 11. | Connection Requirements | American Electric Power document entitled "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" or its successor. |
| 12. | Customer | As defined in the first paragraph. |
| 13. | Delivery Point | Facilities that connect the Customer's (or its members') power delivery facilities to the AEP power delivery facilities. |
| 14. | Effective Date | As defined in Section 2.2. |
| 15. | Employees and Agents | As defined in Section 8.2. |
| 16. | Event of Default | As defined in Section 7.1. |
| 17. | Execution Date | As defined in the first paragraph. |
| 18. | Federal Power Act | 16 U.S.C. §791a <i>et. seq.</i> |
| 19. | Force Majeure | As defined in the first sentence of Section 10.1 of the AEP Tariff. |

20. Good Utility Practice Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the region.
21. Governmental Approvals Permits, consents, licenses, franchises, certificates, authorizations, registrations, or waivers, extensions, renewals, or variances relating thereto, in each case issued by any Governmental Authority, and filings with or notices to any Governmental Authority.
22. Governmental Authority Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal. Governmental Authority will include NERC and the ISO/RTO.
23. Granting Party As defined in Section 3.5.1.

24. Hazardous Material Any chemical, material or other substance defined or included in the definition of "hazardous materials," "hazardous substances," "hazardous waste," or "toxic substance" under any federal, state and local laws and regulations as amended and applicable from time to time and shall also include asbestos in any form, urea formaldehyde foam insulation, equipment or fixtures containing polychlorinated biphenyl, petroleum hydrocarbons, ozone depleting refrigerants, fluorescent tubes, fluorescent magnetic core and coil ballasts and lead-based paint.
25. Indemnified Person As defined in Section 5.1.
26. Indemnifying Party As defined in Section 5.1.
27. Insolvent A Person is "Insolvent" if such Person admits in writing its insolvency or bankruptcy, or commences a voluntary (or becomes subject to an involuntary) case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency, or other similar law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of such Person or of any substantial part of its property, or makes an assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing.
28. ILDSA As defined in Schedule 3.1.
29. ISO/RTO As defined in Recital B.
30. NERC North American Electric Reliability Corporation or its successor.
31. Party or Parties As defined in the first paragraph.

- | | | |
|-----|-----------------------------|---|
| 32. | Person | Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality. |
| 33. | Prime Rate | A floating rate equal to the prime commercial lending rate from time to time as indicated in rates published in the <i>Wall Street Journal</i> or, if no such rate is published in the <i>Wall Street Journal</i> , in another public source reasonably designated by the creditor Party. |
| 34. | Prior Project Documentation | As defined in Recital C. |
| 35. | Project | As defined in Recital B. |
| 36. | Project Facilities | All items of equipment and facilities to be constructed, reconstructed, installed, replaced, or upgraded as part of the Work. |
| 37. | Projected In-Service Date | As defined in Section 3.3. |
| 38. | Work | As defined in Section 3.1. |

SCHEDULE 3.1

BENTONVILLE POD#8: SWEPCO PHYLLIS STREET TO SUBSTATION J PROJECT

1. ISO/RTO

Southwest Power Pool ("SPP")

2. ILDSA:

Interconnection and Local Delivery Service Agreement between American Electric Power Service Corporation and American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas dated as of June 20, 2014.

3. Description of the Project:

SWEPCO will replace Structure #33 of the East Centerton to East Rogers 161 kV line with the Phyllis Street Tap, which includes a 3-way motor operated switch and a 161 kV wave trap on Customer's transmission line to Substation J. SWEPCO will install 12.47 kV metering transformers and meters (in outdoor enclosures) on the low side of Customer's transformers in Customer's substation J. SWEPCO will install the meter transformers and meter enclosures on Customer's structures.

Customer will install Substation J including a 161 kV circuit switcher and two 33.6 MVA 161/12.47 kV transformers. Customer will install a 161 kV transmission line to connect Customer's Substation J to SWEPCO's Phyllis Street Tap. Customer will provide space on the steel structures in the Substation J for SWEPCO's meter enclosures and meter transformers.

A one-line diagram of the Bentonville POD#8 is shown in Figure 3.1.

4. Delivery Point Location

The Delivery Point will be located in the State of Arkansas.

5. Projected In-Service Date

Fifteen months after the Effective Date.

6. Fee Interest for AEP Facilities (re: Section 3.5.1 of this Agreement)

AEP will not require Customer to provide fee interest for the Bentonville POD #8 Delivery Point.

7. Point of Change of Ownership

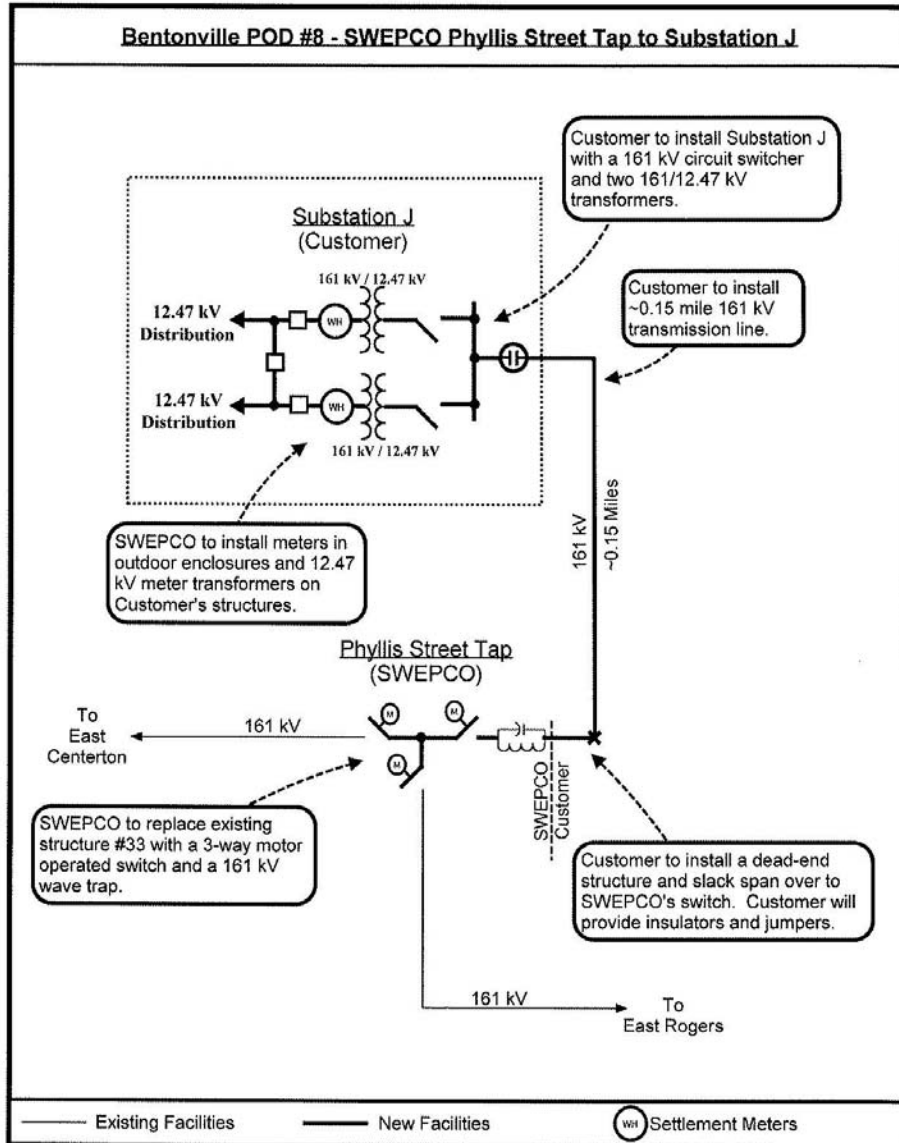
Ownership will change where Customer's 161 kV transmission line attaches to SWEPCO's switch at SWEPCO's Phyllis Street tap. Customer will provide insulators and jumpers to connect to SWEPCO's switch.

8. Scope of Work

Element of the Work	Party to Own Operate and Maintain the Project Facilities resulting from this Element	Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)	Estimated Cost	Estimated Amount Directly Assigned to Customer
PROJECT FACILITIES CONSTRUCTED BY AEP				
Install the Phyllis Street Tap on the East Centerton to East Rogers 161 kV line. The tap will include a 161 kV motor operated 3-way switch and a 161 kV wave trap.	AEP	AEP	\$1,000,000	\$0
Install two sets of 12.47 kV meter transformers on Customer's structures in Substation J.	AEP	Customer	\$60,000	\$60,000
Install two meters in outdoor enclosures on Customer's structures in Substation J.	AEP	Customer		
Total Cost			\$1,060,000	\$60,000

Element of the Work	Party to Own Operate and Maintain the Project Facilities resulting from this Element	Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)	Estimated Amount Directly Assigned to Customer
PROJECT FACILITIES CONSTRUCTED BY CUSTOMER			
Install the new Substation J including a 161 kV circuit switcher and two 161/12.47 kV transformers.	Customer	Customer	
Install approximately 0.15 mile 161 kV transmission line to connect Customers Substation J to SWEPCO's Phyllis Street Tap.	Customer	Customer	
Provide space on Customer's structures in Substation J for SWEPCO's meter transformers and meter enclosures.	Customer	Customer	

FIGURE 3.1 - POD #8 ONE-LINE DIAGRAM



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH AEP
FOR A NEW POINT OF DELIVERY FOR ELECTRIC
SERVICE TO THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into An Agreement with AEP for a new point of delivery for Electric Service to the City of Bentonville, Arkansas, as 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 _____, 2017.

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:

November 28, 2017

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Adoption of an ordinance providing for the description of boundaries and other details related to the adjustment of the City's ward boundaries due to population growth. The ordinance will put in effect the decision made by the Council in July, 2017 as to the realignment. The new boundaries will take effect January 1, 2019 and the 2018 City Council elections will be to the Ward described by the new boundaries.

COST TO CITY:

Cost of this Request: None

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

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

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

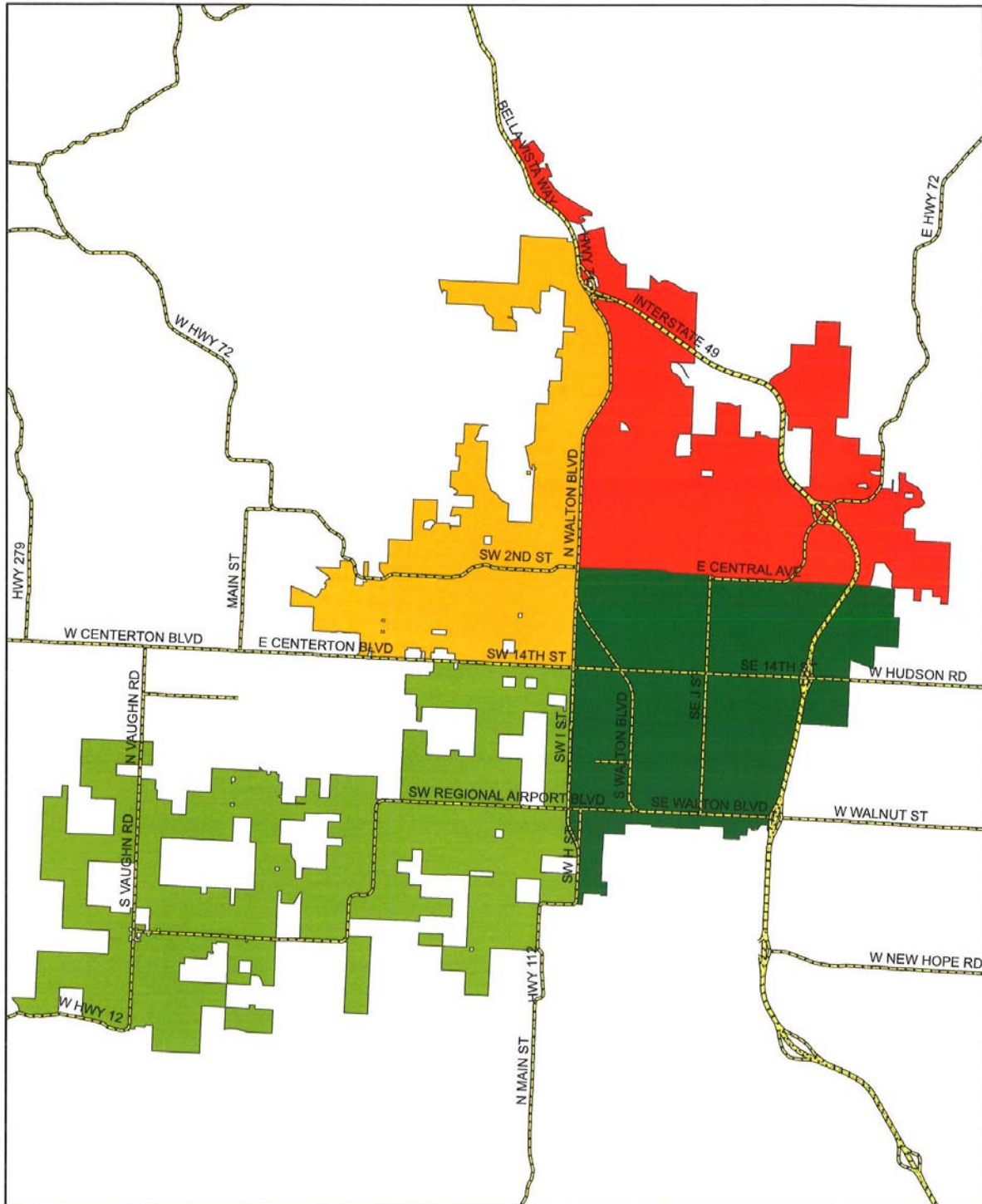
www.bentonvillear.com



PLEASE RECYCLE



PLAN 4 D



ORDINANCE NO. O-2017-_____

AN ORDINANCE REDISTRICTING THE WARDS OF THE CITY OF
BENTONVILLE FOR ALERMAN TO TAKE OFFICE IN 2019

WHEREAS, two Alderman are elected for the City Council of the City of Bentonville from each of four wards previously established by the Council, and

WHEREAS, the population growth in some areas of the City has resulted in growing imbalance to the population of the existing wards, and

WHEREAS, the interests of the people of the City of Bentonville would be best served by altering ward boundary lines to provide for more equal balance between the population of the Wards, and

WHEREAS, there is also merit in the Ward boundaries being placed on prominent roads so as to make the distinction between Wards clear.

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

ARTICLE 1: The ward boundaries for the City of Bentonville are hereby established as follows:

Ward 1 - that area of the City of Bentonville which is BOTH North of a line running down the centerline of Central Avenue beginning at Walton Boulevard and running East to its intersection with East Battlefield Boulevard and then continuing East down the centerline of East Battlefield Boulevard to the City limits AND East of a line running down the centerline of Walton Boulevard beginning at Central Avenue and running North to Walton Boulevard's intersection with Highway 71 and then continuing North along the centerline of Highway 71 to the City limits

Ward 2 - that area of the City of Bentonville which is BOTH North of the centerline of Southwest 14th Street AND West of a line running down the centerline of I Street from its intersection with Southwest 14th Street North to its intersection with Walton Boulevard and then continuing North along the centerline of Walton Boulevard to Walton Boulevard's intersection with Highway 71 and then continuing North along the centerline of Highway 71 to the City limits

Ward 3 - that area of the City of Bentonville which is BOTH South of Southwest 14th Street AND West of a line running down the centerline of I Street from its intersection with Southwest 14th Street South to its intersection with Highway 112 and continuing generally South along the centerline of Highway 112 to the City limits

Ward 4 - that area of the City of Bentonville which is BOTH South of a line running down the centerline of Central Avenue beginning at Walton Boulevard and running East to its intersection with East Battlefield Boulevard and then continuing East down the centerline of East Battlefield Boulevard to the City limits AND East of a line running down the centerline of Walton

Boulevard beginning at its intersection with Central Avenue South to its intersection with I Street and then continuing down the centerline of I Street South to its intersection with Highway 112 and continuing generally South along the centerline of Highway 112 to the City limits

A map depicting the described boundaries is on file with the City Clerk.

ARTICLE 2: The ward boundaries described in Article 1 shall be effective for the election of Alderman in 2018 to take office in 2019.

ARTICLE 3: While being required to reside in the ward from which they are elected, Alderman shall continue to be elected at large by the voters of the entire City of Bentonville.

ARTICLE 4: All ordinances or portions of ordinances in conflict with the document adopted by reference in Article I are hereby repealed.

APPROVED this ____ day of November, 2017.

BOB McCASLIN, Mayor
DATE SIGNED: _____

ATTEST:

LINDA SPENCE, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

November 28, 2017

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve resolution adopting the 2018 Budget.

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 ADOPTING THE 2018 BUDGET FOR
THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the 2018 Budget for the City of Bentonville, Arkansas, as set forth in the attached Exhibit A should be and the same is hereby adopted.

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

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



2018 BUDGET FINAL

Total All Funds

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 45,615,617.06	\$ 42,669,440	\$ 45,330,730	\$ 2,661,290	6.2%
Licenses and Permits	1,322,683.44	986,545	1,090,040	103,495	10.5%
Intergovernmental Revenue	7,762,871.94	569,050	439,768	(129,282)	-22.7%
Charge for Services	96,545,443.27	91,489,433	97,548,223	6,058,790	6.6%
Special Assessments/Fines	2,405,234.49	989,007	2,297,045	1,308,038	132.3%
Interest/Rent	148,863.27	51,370	50,315	(1,055)	-2.1%
Other Income	4,168,242.02	122,150	4,638,160	4,516,010	3697.1%
Other Financing Sources	11,023,211.29	1,929,365	12,130,800	10,201,435	528.7%
Total Revenue with Transfers	168,992,166.78	138,806,360	163,525,081	24,718,721	17.8%
Salaries & Wages	25,035,713.54	27,070,142	28,263,853	1,193,711	4.4%
Benefits	9,370,037.08	10,714,801	11,172,353	457,552	4.3%
Supplies & Materials	3,754,461.29	4,758,915	4,821,869	62,954	1.3%
Professional Services	4,639,762.65	4,634,746	5,213,843	579,097	12.5%
Property Services	4,206,142.87	4,675,768	4,567,010	(108,758)	-2.3%
Other Services	1,175,261.07	1,444,664	1,572,790	128,126	8.9%
Utility Cost of Goods	65,282,657.98	61,397,295	67,040,400	5,643,105	9.2%
Capital Expenditures	49,932,054.76	10,865,382	25,565,562	14,700,180	135.3%
Setasides - Capital Items	-	696,335	2,508,610	1,812,275	260.3%
Debt Service	11,841,527.84	10,853,500	11,574,760	721,260	6.6%
Depreciation/Amortization	6,482,910.46	-	-	-	--
Total Expenditures	181,720,529.54	137,111,548	162,301,050	25,189,502	18.4%
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	4,072,652.90	350,000	-	(350,000)	-100.0%
Net	<u>\$(16,801,015.66)</u>	<u>\$ 1,344,812</u>	<u>\$ 1,224,031</u>	<u>\$ (120,781)</u>	<u>-9.0%</u>



2018 BUDGET FINAL

General Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$32,399,009.14	\$30,603,180	\$32,463,865	\$ 1,860,685	6.1%
Licenses and Permits	1,322,683.44	986,545	1,090,040	103,495	10.5%
Intergovernmental Revenue	1,459,266.42	569,050	439,768	(129,282)	-22.7%
Charge for Services	5,365,609.52	5,218,470	5,535,310	316,840	6.1%
Special Assessments/Fines	511,850.32	479,007	512,045	33,038	6.9%
Interest	84,895.70	51,370	50,315	(1,055)	-2.1%
Other Income	733,159.87	84,550	103,160	18,610	22.0%
Other Financing Sources	479,993.77	1,619,020	4,905,800	3,286,780	203.0%
Total Revenue with Transfers	42,356,468.18	39,611,192	45,100,303	5,489,111	13.9%
Salaries & Wages	17,687,394.80	19,156,489	19,979,991	823,502	4.3%
Benefits	6,521,326.42	7,427,114	7,683,844	256,730	3.5%
Supplies & Materials	2,345,516.72	2,962,090	3,178,409	216,319	7.3%
Professional Services	3,305,186.74	3,289,139	3,747,389	458,250	13.9%
Property Services	1,671,738.02	2,088,867	2,166,940	78,073	3.7%
Other Services	821,509.09	1,021,704	1,079,235	57,531	5.6%
Utility Cost of Goods	-	-	-	-	--
Capital Expenditures	4,406,923.09	3,285,557	6,706,862	3,421,305	104.1%
Setasides - Capital Items	-	-	-	-	--
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Expenditures	36,759,594.88	39,230,960	44,542,670	5,311,710	13.5%
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	1,000,000.00	-	-	-	--
Net	<u>\$ 4,596,873.30</u>	<u>\$ 380,232</u>	<u>\$ 557,633</u>	<u>\$ 177,401</u>	<u>46.7%</u>



2018 BUDGET FINAL

Police Impact Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines	43,768.36		500,000.00	500,000	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	43,768.36	-	500,000.00	500,000	--
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items			500,000.00	500,000	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	-	-	500,000.00	500,000	--
Transfers - Departmental				-	--
Transfers Out - Funds				-	--
Net	\$ 43,768.36	\$ -	\$ -	\$ -	--



2018 BUDGET FINAL
Fire Impact Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines	166,038.06	160,000	300,000	140,000	87.5%
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	166,038.06	160,000	300,000	140,000	87.5%
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items	-	160,000	300,000	140,000	87.5%
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	-	160,000	300,000	140,000	87.5%
Transfers - Departmental				-	--
Transfers Out - Funds	15,234.72			-	--
Net	\$ 150,803.34	\$ -	\$ -	\$ -	--



2018 BUDGET FINAL
Water Capacity Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines	703,381.00			-	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	<u>703,381.00</u>	<u>-</u>	<u></u>	<u>-</u>	<u>--</u>
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items	-			-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	<u>-</u>	<u>-</u>	<u></u>	<u>-</u>	<u>--</u>
Transfers - Departmental				-	--
Transfers Out - Funds	<u>2,649,465.76</u>	<u></u>	<u></u>	<u>-</u>	<u>--</u>
Net	<u><u>\$(1,946,084.76)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>--</u></u>



2018 BUDGET FINAL
Wastewater Capacity Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines	538,725.00			-	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	538,725.00	-		-	--
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items	-			-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	-	-		-	--
Transfers - Departmental				-	--
Transfers Out - Funds	80,927.69			-	--
Net	\$ 457,797.31	\$ -	\$ -	\$ -	--



2018 BUDGET FINAL
Parks Impact Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	-	-	-	-	--
Special Assessments/Fines	406,951.00	350,000	900,000	550,000	157.1%
Interest	-	-	-	-	--
Other Income	-	-	-	-	--
Other Financing Sources	-	-	-	-	--
Total Revenue with Transfers	<u>406,951.00</u>	<u>350,000</u>	<u>900,000</u>	<u>550,000</u>	<u>157.1%</u>
Salaries & Wages	-	-	-	-	--
Benefits	-	-	-	-	--
Supplies & Materials	-	-	-	-	--
Professional Services	-	-	-	-	--
Property Services	-	-	-	-	--
Other Services	-	-	-	-	--
Utility Cost of Goods	-	-	-	-	--
Capital Expenditures	-	-	-	-	--
Setasides - Capital Items	-	-	900,000	900,000	--
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Expenditures	<u>-</u>	<u>-</u>	<u>900,000</u>	<u>900,000</u>	<u>--</u>
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	<u>327,024.73</u>	<u>350,000</u>	<u>-</u>	<u>(350,000)</u>	<u>-100.0%</u>
Net	<u>\$ 79,926.27</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>--</u>



2018 BUDGET FINAL

Library Impact Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines	2,314		85,000	85,000	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	<u>2,314</u>	<u>-</u>	<u>85,000</u>	<u>85,000</u>	<u>--</u>
Salaries & Wages				-	--
Benefits	-	-	-	-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items	-	-	85,000	85,000	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>85,000</u>	<u>--</u>
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds				-	--
Net	<u>\$ 2,314.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>--</u>



2018 BUDGET FINAL
Capital Projects Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -			\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest	9,920.33			-	--
Other Income				-	--
Other Financing Sources	-	-		-	--
Total Revenue with Transfers	<u>9,920.33</u>	<u>-</u>		<u>-</u>	<u>--</u>
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures	5,487,355.90			-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	<u>5,487,355.90</u>	<u>-</u>		<u>-</u>	<u>--</u>
Transfers - Departmental				-	--
Transfers Out - Funds	<u>-</u>	<u>-</u>		<u>-</u>	<u>--</u>
Net	<u><u>\$(5,477,435.57)</u></u>	<u><u>\$ -</u></u>		<u><u>\$ -</u></u>	<u><u>--</u></u>



2018 BUDGET FINAL
Bond Debt Service Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 9,174,264.51	\$ 8,080,000	\$ 8,800,000	\$ 720,000	8.9%
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest	8,403.97			-	--
Other Income	19,234.97			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	9,201,903.45	8,080,000	8,800,000	720,000	8.9%
Salaries & Wages				-	--
Benefits	-	-	-	-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items				-	--
Debt Service	9,072,961.25	8,080,000	8,800,000	720,000	8.9%
Depreciation/Amortization				-	--
Total Expenditures	9,072,961.25	8,080,000	8,800,000	720,000	8.9%
Transfers - Departmental				-	--
Transfers Out - Funds				-	--
Net	\$ 128,942.20	\$ -	\$ -	\$ -	--



2018 BUDGET FINAL

Utility Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits	-	-	-	-	--
Intergovernmental Revenue	145,729.25	-	-	-	--
Charge for Services	91,145,661.26	86,254,963	91,985,913	5,730,950	6.6%
Special Assessments/Fines	-	-	-	-	--
Interest	36,505.82	-	-	-	--
Other Income	275,850.16	37,600	4,535,000	4,497,400	11961.2%
Other Financing Sources	10,543,217.52	-	7,225,000	7,225,000	--
Total Revenue with Transfers	102,146,964.01	86,292,563	103,745,913	17,453,350	20.2%
Salaries & Wages	6,322,023.79	6,832,073	7,113,270	281,197	4.1%
Benefits	2,434,050.20	2,822,422	2,968,512	146,090	5.2%
Supplies & Materials	1,305,242.19	1,603,400	1,509,860	(93,540)	-5.8%
Professional Services	1,294,040.99	1,287,357	1,393,518	106,161	8.2%
Property Services	2,225,304.93	2,158,386	1,961,375	(197,011)	-9.1%
Other Services	322,916.11	412,525	452,720	40,195	9.7%
Utility Cost of Goods	65,282,657.98	61,397,295	67,040,400	5,643,105	9.2%
Capital Expenditures	25,261,599.14	6,041,025	17,865,100	11,824,075	195.7%
Setasides - Capital Items	-	-	-	-	--
Debt Service	2,768,566.59	2,773,500	2,774,760	1,260	0.0%
Depreciation/Amortization	6,482,910.46	-	-	-	--
Total Expenditures	113,699,312.38	85,327,983	103,079,515	17,751,532	20.8%
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	-	-	-	-	--
Net	<u>\$(11,552,348.37)</u>	<u>\$ 964,580</u>	<u>\$ 666,398</u>	<u>\$ (298,182)</u>	<u>-30.9%</u>



2018 BUDGET FINAL

Street Fund

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 4,042,343.41	\$ 3,986,260	\$ 4,066,865	\$ 80,605	2.0%
Licenses and Permits	-	-	-	-	--
Intergovernmental Revenue	6,157,876.27	-	-	-	--
Charge for Services	34,172.49	16,000	27,000	11,000	68.8%
Special Assessments/Fines	32,206.75	-	-	-	--
Interest	9,137.45	-	-	-	--
Other Income	3,139,997.02	-	-	-	--
Other Financing Sources	-	310,345	-	(310,345)	-100.0%
Total Revenue with Transfers	13,415,733.39	4,312,605	4,093,865	(218,740)	-5.1%
Salaries & Wages	1,026,294.95	1,081,580	1,170,592	89,012	8.2%
Benefits	414,660.46	465,265	519,997	54,732	11.8%
Supplies & Materials	103,702.38	193,425	133,600	(59,825)	-30.9%
Professional Services	40,534.92	58,250	72,936	14,686	25.2%
Property Services	309,099.92	428,515	438,695	10,180	2.4%
Other Services	30,835.87	10,435	40,835	30,400	291.3%
Utility Cost of Goods	-	-	-	-	--
Capital Expenditures	14,776,176.63	1,538,800	993,600	(545,200)	-35.4%
Setasides - Capital Items	-	536,335	723,610	187,275	34.9%
Debt Service	-	-	-	-	--
Depreciation/Amortization	-	-	-	-	--
Total Expenditures	16,701,305.13	4,312,605	4,093,865	(218,740)	-5.1%
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	-	-	-	-	--
Net	<u><u>\$(3,285,571.74)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>--</u></u>

2018 BUDGET FINAL

Administration

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$28,866,936.86	\$ 27,336,555	\$ 29,005,370	\$ 1,668,815	6.1%
Licenses and Permits	41,456.46	41,440	42,580	1,140	2.8%
Intergovernmental Revenue	49,180.52			-	--
Charge for Services	-			-	--
Special Assessments/Fines				-	--
Interest/Rent	44,415.75	10,400	10,400	-	0.0%
Other Income	91,106.63			-	--
Other Financing Sources			2,500,000	2,500,000	--
Total Revenue with Transfers	29,093,096.22	27,388,395	31,558,350	4,169,955	15.2%
Salaries & Wages	1,002,240.21	1,032,311	1,130,336	98,025	9.5%
Benefits	364,753.36	392,925	415,011	22,086	5.6%
Supplies & Materials	57,851.25	74,415	68,950	(5,465)	-7.3%
Professional Services	269,828.41	305,025	308,703	3,678	1.2%
Property Services	107,037.27	207,230	188,200	(19,030)	-9.2%
Other Services	143,363.29	154,195	160,100	5,905	3.8%
Utility Cost of Goods				-	--
Capital Expenditures	778,831.42	458,160	2,737,050	2,278,890	497.4%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	2,723,905.21	2,624,261	5,008,350	2,384,089	90.8%
Transfers - Departmental				-	--
Transfers Out - Funds	1,000,000.00			-	--
Net	\$25,369,191.01	\$ 24,764,134	\$ 26,550,000	\$ 1,785,866	7.2%



2018 BUDGET FINAL

Staff Attorney

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	-	-	-	-	--
Salaries & Wages	194,079.77	208,421	220,207	11,786	5.7%
Benefits	67,192.58	75,709	79,300	3,591	4.7%
Supplies & Materials	707.01	5,550	5,570	20	0.4%
Professional Services	17,483.45	30,000	28,000	(2,000)	-6.7%
Property Services	510.12	2,100	1,500	(600)	-28.6%
Other Services	29,100.96	35,200	35,500	300	0.9%
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	309,073.89	356,980	370,077	13,097	3.7%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(309,073.89)</u>	<u>\$ (356,980)</u>	<u>\$ (370,077)</u>	<u>\$ (13,097)</u>	<u>3.7%</u>

2018 BUDGET FINAL
Accounting and Purchasing

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income	2.94			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	2.94	-	-	-	--
Salaries & Wages	483,162.22	498,357	520,421	22,064	4.4%
Benefits	177,807.14	199,750	197,717	(2,033)	-1.0%
Supplies & Materials	17,465.95	21,560	26,660	5,100	23.7%
Professional Services	97,654.75	120,285	118,976	(1,309)	-1.1%
Property Services	492.83	1,000	600	(400)	-40.0%
Other Services	10,563.92	12,390	12,590	200	1.6%
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	787,146.81	853,342	876,964	23,622	2.8%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(787,143.87)</u>	<u>\$ (853,342)</u>	<u>\$ (876,964)</u>	<u>\$ (23,622)</u>	<u>2.8%</u>



2018 BUDGET FINAL
District Court

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	137,978.11	150,330	46,330	(104,000)	-69.2%
Charge for Services	51,811.75	66,685	51,810	(14,875)	-22.3%
Special Assessments/Fines	422,671.06	393,337	422,670	29,333	7.5%
Interest				-	--
Other Income	19,030.26	19,800	33,660	13,860	70.0%
Other Financing Sources				-	--
Total Revenue with Transfers	631,491.18	630,152	554,470	(75,682)	-12.0%
Salaries & Wages	392,749.39	420,632	456,814	36,182	8.6%
Benefits	138,927.90	157,248	187,581	30,333	19.3%
Supplies & Materials	20,929.97	27,995	55,525	27,530	98.3%
Professional Services	54,522.06	85,100	93,300	8,200	9.6%
Property Services	19,463.64	51,850	50,200	(1,650)	-3.2%
Other Services	8,914.13	29,330	30,355	1,025	3.5%
Utility Cost of Goods				-	--
Capital Expenditures	500.00		14,000	14,000	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	636,007.09	772,155	887,775	115,620	15.0%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$ (4,515.91)	\$ (142,003)	\$ (333,305)	\$ (191,302)	134.7%



2018 BUDGET FINAL

Planning

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	9,227.00			-	--
Charge for Services	70,191.00	54,375	61,815	7,440	13.7%
Special Assessments/Fines				-	--
Interest				-	--
Other Income	26,300.00			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	105,718.00	54,375	61,815	7,440	13.7%
Salaries & Wages	547,162.76	571,055	556,807	(14,248)	-2.5%
Benefits	197,118.50	212,580	187,834	(24,746)	-11.6%
Supplies & Materials	14,012.34	35,800	39,650	3,850	10.8%
Professional Services	547,398.80	338,515	351,104	12,589	3.7%
Property Services	111,348.48	101,500	99,450	(2,050)	-2.0%
Other Services	64,240.59	83,165	74,265	(8,900)	-10.7%
Utility Cost of Goods				-	--
Capital Expenditures	171,714.17	65,000	35,000	(30,000)	-46.2%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	1,652,995.64	1,407,615	1,344,110	(63,505)	-4.5%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u><u>\$ (1,547,277.64)</u></u>	<u><u>\$ (1,353,240)</u></u>	<u><u>\$ (1,282,295)</u></u>	<u><u>\$ 70,945</u></u>	<u><u>-5.2%</u></u>



2018 BUDGET FINAL
CDBG

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	133,889.76			-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	133,889.76	-	-	-	--
Salaries & Wages				-	--
Benefits		-	-	-	--
Supplies & Materials				-	--
Professional Services	44,807.72	-	-	-	--
Property Services				-	--
Other Services	501.78			-	--
Utility Cost of Goods				-	--
Capital Expenditures	108,152.26			-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	153,461.76	-	-	-	--
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$ (19,572.00)	\$ -	\$ -	\$ -	--



2018 BUDGET FINAL

Engineering

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	422,178.00	-		-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income	315.94			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	422,493.94	-	-	-	--
Salaries & Wages	446,561.16	478,151	503,080	24,929	5.2%
Benefits	163,146.13	187,438	200,217	12,779	6.8%
Supplies & Materials	12,142.82	26,050	25,300	(750)	-2.9%
Professional Services	26,437.55	34,000	65,430	31,430	92.4%
Property Services	8,495.46	15,350	12,350	(3,000)	-19.5%
Other Services	11,649.11	20,400	20,500	100	0.5%
Utility Cost of Goods	-			-	--
Capital Expenditures	458,453.35	164,232	203,500	39,268	23.9%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	1,126,885.58	925,621	1,030,377	104,756	11.3%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(704,391.64)</u>	<u>\$ (925,621)</u>	<u>\$ (1,030,377)</u>	<u>\$ (104,756)</u>	<u>11.3%</u>



2018 BUDGET FINAL

Airport

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 97,567.96	\$ 82,000	\$ 97,565	\$ 15,565	19.0%
Licenses and Permits				-	--
Intergovernmental Revenue	93,612.91	210,220	165,000	(45,220)	-21.5%
Charge for Services	13,796.11	10,500	13,795	3,295	31.4%
Special Assessments/Fines				-	--
Interest/Rent	39,915.66	40,970	39,915	(1,055)	-2.6%
Other Income	32,653.28	32,250	50,000	17,750	55.0%
Other Financing Sources	129,005.00			-	--
Total Revenue with Transfers	406,550.92	375,940	366,275	(9,665)	-2.6%
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials	36,424.72	35,000	54,750	19,750	56.4%
Professional Services	73,079.51	41,500	70,000	28,500	68.7%
Property Services	17,735.86	29,700	55,100	25,400	85.5%
Other Services	5,430.38	9,800	9,800	-	0.0%
Utility Cost of Goods				-	--
Capital Expenditures	103,454.03	250,220	165,000	(85,220)	-34.1%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	236,124.50	366,220	354,650	(11,570)	-3.2%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$ 170,426.42	\$ 9,720	\$ 11,625	\$ 1,905	19.6%



2018 BUDGET FINAL

Police Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 273,236.13	\$ 264,675	\$ 273,235	\$ 8,560	3.2%
Licenses and Permits	4,401.01	4,105	4,460	355	8.6%
Intergovernmental Revenue	214,457.75	208,500	214,450	5,950	2.9%
Charge for Services	629,734.15	384,190	604,410	220,220	57.3%
Special Assessments/Fines	31,375.70	26,870	31,375	4,505	16.8%
Interest				-	--
Other Income	54,202.97			-	--
Other Financing Sources	7,325.00			-	--
Total Revenue with Transfers	1,214,732.71	888,340	1,127,930	239,590	27.0%
Salaries & Wages	5,815,099.78	5,963,440	6,431,313	467,873	7.8%
Benefits	2,277,930.72	2,466,433	2,550,347	83,914	3.4%
Supplies & Materials	475,493.89	654,785	808,500	153,715	23.5%
Professional Services	305,785.47	356,669	419,731	63,062	17.7%
Property Services	340,313.75	424,527	411,090	(13,437)	-3.2%
Other Services	213,103.81	262,437	259,275	(3,162)	-1.2%
Utility Cost of Goods				-	--
Capital Expenditures	760,109.50	240,325	372,312	131,987	54.9%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	10,187,836.92	10,368,616	11,252,568	883,952	8.5%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(8,973,104.21)</u>	<u>\$ (9,480,276)</u>	<u>\$(10,124,638)</u>	<u>\$ (644,362)</u>	<u>6.8%</u>



2018 BUDGET FINAL

Fire Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 867,702.04	\$ 899,950	\$ 867,695	\$ (32,255)	-3.6%
Licenses and Permits				-	--
Intergovernmental Revenue	51,059.08		7,238	7,238	--
Charge for Services	1,290,414.54	1,715,880	1,395,000	(320,880)	-18.7%
Special Assessments/Fines				-	--
Interest				-	--
Other Income	31,484.56	25,500	13,000	(12,500)	-49.0%
Other Financing Sources	25,000.00	1,142,520	1,007,300	(135,220)	-11.8%
Total Revenue with Transfers	2,265,660.22	3,783,850	3,290,233	(493,617)	-13.0%
Salaries & Wages	4,593,912.38	5,268,721	5,518,653	249,932	4.7%
Benefits	1,764,933.38	2,171,311	2,237,991	66,680	3.1%
Supplies & Materials	519,336.29	569,215	545,273	(23,942)	-4.2%
Professional Services	313,118.60	391,360	386,420	(4,940)	-1.3%
Property Services	295,620.34	350,400	359,730	9,330	2.7%
Other Services	182,127.47	237,987	260,740	22,753	9.6%
Utility Cost of Goods				-	--
Capital Expenditures	566,386.11	1,244,020	1,325,500	81,480	6.5%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	8,235,434.57	10,233,014	10,634,307	401,293	3.9%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(5,969,774.35)</u>	<u>\$ (6,449,164)</u>	<u>\$ (7,344,074)</u>	<u>\$ (894,910)</u>	<u>13.9%</u>



2018 BUDGET FINAL
Building Inspection

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits	1,276,825.97	941,000	1,043,000	102,000	10.8%
Intergovernmental Revenue				-	--
Charge for Services	39,731.61	26,000	30,000	4,000	15.4%
Special Assessments/Fines				-	--
Interest				-	--
Other Income	2,928.50			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	1,319,486.08	967,000	1,073,000	106,000	11.0%
Salaries & Wages	452,435.82	452,694	465,864	13,170	2.9%
Benefits	155,354.19	173,938	186,237	12,299	7.1%
Supplies & Materials	18,403.55	32,350	31,700	(650)	-2.0%
Professional Services	11,458.29	59,061	75,651	16,590	28.1%
Property Services	27,527.01	48,100	40,900	(7,200)	-15.0%
Other Services	10,426.55	27,810	31,460	3,650	13.1%
Utility Cost of Goods				-	--
Capital Expenditures	25,188.21		30,000	30,000	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	700,793.62	793,953	861,812	67,859	8.5%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$ 618,692.46	\$ 173,047	\$ 211,188	\$ 38,141	22.0%

2018 BUDGET FINAL
Public Works Maintenance

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	29,333.29			-	--
Charge for Services	62,525.00	30,000	30,000	-	0.0%
Special Assessments/Fines				-	--
Interest	42.37			-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	91,900.66	30,000	30,000	-	0.0%
Salaries & Wages	847,790.09	982,809	1,035,810	53,001	5.4%
Benefits	327,551.67	421,962	441,691	19,729	4.7%
Supplies & Materials	158,108.10	217,750	228,800	11,050	5.1%
Professional Services	128,241.85	275,300	293,300	18,000	6.5%
Property Services	106,036.26	138,600	160,600	22,000	15.9%
Other Services	5,209.13	18,810	18,810	-	0.0%
Utility Cost of Goods				-	--
Capital Expenditures	59,071.39	109,000	130,000	21,000	19.3%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	1,632,008.49	2,164,231	2,309,011	144,780	6.7%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u><u>\$ (1,540,107.83)</u></u>	<u><u>\$ (2,134,231)</u></u>	<u><u>\$ (2,279,011)</u></u>	<u><u>\$ (144,780)</u></u>	<u><u>6.8%</u></u>

2018 BUDGET FINAL

Parks Recreation

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	313,000.00			-	--
Charge for Services	3,207,405.36	2,930,840	3,348,480	417,640	14.2%
Special Assessments/Fines				-	--
Interest				-	--
Other Income	466,157.57			-	--
Other Financing Sources	318,663.77	476,500	1,360,000	883,500	185.4%
Total Revenue with Transfers	4,305,226.70	3,407,340	4,708,480	1,301,140	38.2%
Salaries & Wages	2,193,375.42	2,486,458	2,300,717	(185,741)	-7.5%
Benefits	685,383.03	731,581	740,930	9,349	1.3%
Supplies & Materials	759,320.52	997,470	998,681	1,211	0.1%
Professional Services	1,280,218.13	1,076,639	1,358,919	282,280	26.2%
Property Services	572,304.34	625,410	695,450	70,040	11.2%
Other Services	107,357.97	103,110	132,000	28,890	28.0%
Utility Cost of Goods				-	--
Capital Expenditures	1,207,163.71	744,100	1,656,000	911,900	122.6%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	6,805,123.12	6,764,768	7,882,697	1,117,929	16.5%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(2,499,896.42)</u>	<u>\$ (3,357,428)</u>	<u>\$ (3,174,217)</u>	<u>\$ 183,211</u>	<u>-5.5%</u>

2018 BUDGET FINAL

Library

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	5,350.00		6,750	6,750	--
Charge for Services				-	--
Special Assessments/Fines	57,803.56	58,800	58,000	(800)	-1.4%
Interest				-	--
Other Income	8,977.22	7,000	6,500	(500)	-7.1%
Other Financing Sources			38,500	38,500	--
Total Revenue with Transfers	72,130.78	65,800	109,750	43,950	66.8%
Salaries & Wages	718,825.80	793,440	839,969	46,529	5.9%
Benefits	201,227.82	236,239	258,988	22,749	9.6%
Supplies & Materials	255,320.31	264,150	289,050	24,900	9.4%
Professional Services	135,152.15	175,685	177,855	2,170	1.2%
Property Services	64,852.66	93,100	91,770	(1,330)	-1.4%
Other Services	29,520.00	27,070	33,840	6,770	25.0%
Utility Cost of Goods				-	--
Capital Expenditures	167,898.94	10,500	38,500	28,000	266.7%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	1,572,797.68	1,600,184	1,729,972	129,788	8.1%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(1,500,666.90)</u>	<u>\$ (1,534,384)</u>	<u>\$ (1,620,222)</u>	<u>\$ (85,838)</u>	<u>5.6%</u>

2018 BUDGET FINAL

Sales Tax Capital - 20%

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ 2,293,566	\$ 2,020,000	\$ 2,220,000	\$ 200,000	9.9%
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest	521.92			-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	2,294,088.07	2,020,000	2,220,000	200,000	9.9%
Salaries & Wages				-	--
Benefits		-	-	-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services				-	--
Utility Cost of Goods				-	--
Capital Expenditures				-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	-	-	-	-	--
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$2,294,088.07	\$ 2,020,000	\$ 2,220,000	\$ 200,000	9.9%



2018 BUDGET FINAL

Electric Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services	62,539,168.36	58,698,845	63,256,160	4,557,315	7.8%
Special Assessments/Fines				-	--
Interest	28,517.79			-	--
Other Income	201,514.11		4,500,000	4,500,000	--
Other Financing Sources	113,860.00		4,500,000	4,500,000	--
Total Revenue with Transfers	62,883,060.26	58,698,845	72,256,160	13,557,315	23.1%
Salaries & Wages	2,691,029.59	3,014,665	3,076,861	62,196	2.1%
Benefits	955,013.11	1,103,046	1,160,142	57,096	5.2%
Supplies & Materials	251,950.87	446,660	389,405	(57,255)	-12.8%
Professional Services	344,434.77	305,500	272,469	(33,031)	-10.8%
Property Services	624,350.03	707,510	627,610	(79,900)	-11.3%
Other Services	133,752.61	165,050	185,275	20,225	12.3%
Utility Cost of Goods	51,349,423.09	47,383,815	52,136,160	4,752,345	10.0%
Capital Expenditures	3,503,595.37	3,755,000	12,625,000	8,870,000	236.2%
Setasides - Capital Items				-	--
Debt Service	1,072,254.17	1,060,785	1,061,105	320	0.0%
Depreciation/Amortization	2,476,944.44			-	--
Total Expenditures	63,402,748.05	57,942,031	71,534,027	13,591,996	23.5%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$ (519,687.79)</u>	<u>\$ 756,814</u>	<u>\$ 722,133</u>	<u>\$ (34,681)</u>	<u>-4.6%</u>



2018 BUDGET FINAL

Water Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	134,275.89			-	--
Charge for Services	10,174,346.89	9,857,943	10,203,468	345,525	3.5%
Special Assessments/Fines				-	--
Interest	4,558.08			-	--
Other Income	22,536.77			-	--
Other Financing Sources	924,380.51	-	-	-	--
Total Revenue with Transfers	11,260,098.14	9,857,943	10,203,468	345,525	3.5%
Salaries & Wages	1,007,008.11	1,102,761	1,194,249	91,488	8.3%
Benefits	431,531.33	525,119	551,008	25,889	4.9%
Supplies & Materials	155,703.41	215,500	219,700	4,200	1.9%
Professional Services	200,767.23	22,795	56,150	33,355	146.3%
Property Services	643,382.05	477,400	519,800	42,400	8.9%
Other Services	56,180.96	73,550	53,300	(20,250)	-27.5%
Utility Cost of Goods	5,013,044.30	4,708,200	5,104,990	396,790	8.4%
Capital Expenditures	1,100,501.57	1,075,000	1,146,000	71,000	6.6%
Setasides - Capital Items				-	--
Debt Service	732,210.58	731,865	733,150	1,285	0.2%
Depreciation/Amortization	1,490,663.17			-	--
Total Expenditures	10,830,992.71	8,932,190	9,578,347	646,157	7.2%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$ 429,105.43</u>	<u>\$ 925,753</u>	<u>\$ 625,121</u>	<u>\$ (300,632)</u>	<u>-32.5%</u>



2018 BUDGET FINAL

Wastewater Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue	11,453.36			-	--
Charge for Services	13,272,441.58	12,862,210	13,200,785	338,575	2.6%
Special Assessments/Fines				-	--
Interest	2,421.81			-	--
Other Income	2,756.76			-	--
Other Financing Sources			2,725,000	2,725,000	--
Total Revenue with Transfers	13,289,073.51	12,862,210	15,925,785	3,063,575	23.8%
Salaries & Wages	995,928.55	1,006,057	1,037,545	31,488	3.1%
Benefits	422,100.20	468,437	495,943	27,506	5.9%
Supplies & Materials	192,639.02	413,175	483,050	69,875	16.9%
Professional Services	182,336.05	266,200	388,200	122,000	45.8%
Property Services	667,546.93	652,700	398,150	(254,550)	-39.0%
Other Services	61,231.73	82,850	76,900	(5,950)	-7.2%
Utility Cost of Goods	5,046,083.13	5,743,110	5,760,030	16,920	0.3%
Capital Expenditures	531,075.65	510,000	3,659,900	3,149,900	617.6%
Setasides - Capital Items				-	--
Debt Service	416,987.83	433,730	433,385	(345)	-0.1%
Depreciation/Amortization	721,950.22			-	--
Total Expenditures	9,237,879.31	9,576,259	12,733,103	3,156,844	33.0%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$4,051,194.20</u>	<u>\$ 3,285,951</u>	<u>\$ 3,192,682</u>	<u>\$ (93,269)</u>	<u>-2.8%</u>



2018 BUDGET FINAL

Sewer Rehab (O & M)

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits	-	-	-	-	--
Intergovernmental Revenue	-	-	-	-	--
Charge for Services	10,675.00	22,000	-	(22,000)	-100.0%
Special Assessments/Fines	-	-	-	-	--
Interest	140.15	-	-	-	--
Other Income	125.00	-	-	-	--
Other Financing Sources	536,148.28	-	-	-	--
Total Revenue with Transfers	547,088.43	22,000	-	(22,000)	-100.0%
Salaries & Wages	674,719.21	716,551	720,010	3,459	0.5%
Benefits	287,368.49	338,089	342,991	4,902	1.4%
Supplies & Materials	60,549.34	100,600	104,100	3,500	3.5%
Professional Services	4,314.33	51,500	36,700	(14,800)	-28.7%
Property Services	241,399.13	254,000	254,400	400	0.2%
Other Services	15,274.38	34,750	34,470	(280)	-0.8%
Utility Cost of Goods	-	-	-	-	--
Capital Expenditures	1,393,369.49	655,000	350,000	(305,000)	-46.6%
Setasides - Capital Items	-	-	-	-	--
Debt Service	547,114.01	547,120	547,120	-	0.0%
Depreciation/Amortization	1,124,649.76	-	-	-	--
Total Expenditures	4,348,758.14	2,697,610	2,389,791	(307,819)	-11.4%
Transfers - Departmental	-	-	-	-	--
Transfers Out - Funds	-	-	-	-	--
Net	<u>\$(3,801,669.71)</u>	<u>\$ (2,675,610)</u>	<u>\$ (2,389,791)</u>	<u>\$ 285,819</u>	<u>-10.7%</u>



2018 BUDGET FINAL

Sanitation Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services	4,261,907.13	3,957,965	4,438,700	480,735	12.1%
Special Assessments/Fines				-	--
Interest	867.99			-	--
Other Income				-	--
Other Financing Sources				-	--
Total Revenue with Transfers	4,262,775.12	3,957,965	4,438,700	480,735	12.1%
Salaries & Wages				-	--
Benefits				-	--
Supplies & Materials				-	--
Professional Services				-	--
Property Services				-	--
Other Services	17,650.52	17,660	17,660	-	0.0%
Utility Cost of Goods	3,874,107.46	3,562,170	4,039,220	477,050	13.4%
Capital Expenditures				-	--
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization				-	--
Total Expenditures	3,891,757.98	3,579,830	4,056,880	477,050	13.3%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	\$ 371,017.14	\$ 378,135	\$ 381,820	\$ 3,685	1.0%



2018 BUDGET FINAL

Public Works Director

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income				-	--
Other Financing Sources	8,436,657.38			-	--
Total Revenue with Transfers	8,436,657.38	-	-	-	--
Salaries & Wages	115,322.40	120,669	134,268	13,599	11.3%
Benefits	43,946.22	48,123	52,017	3,894	8.1%
Supplies & Materials	15,488.66	2,800	6,800	4,000	142.9%
Professional Services	200.00	20	20	-	0.0%
Property Services	1,716.72	3,200	93,900	90,700	2834.4%
Other Services	17,433.69	16,465	53,605	37,140	225.6%
Utility Cost of Goods				-	--
Capital Expenditures	18,702,319.23			-	--
Setasides - Capital Items		-	-	-	--
Debt Service				-	--
Depreciation/Amortization	35,368.46			-	--
Total Expenditures	18,931,795.38	191,277	340,610	149,333	78.1%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(10,495,138.00)</u>	<u>\$ (191,277)</u>	<u>\$ (340,610)</u>	<u>\$ (149,333)</u>	<u>78.1%</u>



2018 BUDGET FINAL

Inventory Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income				-	--
Other Financing Sources	133,578.22			-	--
Total Revenue with Transfers	133,578.22	-	-	-	--
Salaries & Wages	127,149.01	126,518	179,805	53,287	42.1%
Benefits	47,337.06	52,275	54,537	2,262	4.3%
Supplies & Materials	22,708.95	156,950	31,700	(125,250)	-79.8%
Professional Services	6,348.97	42,140	13,570	(28,570)	-67.8%
Property Services	31,097.14	26,800	29,235	2,435	9.1%
Other Services	7,343.14	2,700	10,810	8,110	300.4%
Utility Cost of Goods				-	--
Capital Expenditures		15,000	53,000	38,000	253.3%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization	55,023.31			-	--
Total Expenditures	297,007.58	422,383	372,657	(49,726)	-11.8%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(163,429.36)</u>	<u>\$ (422,383)</u>	<u>\$ (372,657)</u>	<u>\$ 49,726</u>	<u>-11.8%</u>



2018 BUDGET FINAL

Billing & Collection Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services	887,122.30	856,000	886,800	30,800	3.6%
Special Assessments/Fines				-	--
Interest				-	--
Other Income	42,946.92	37,600	35,000	(2,600)	-6.9%
Other Financing Sources	398,593.13			-	--
Total Revenue with Transfers	1,328,662.35	893,600	921,800	28,200	3.2%
Salaries & Wages	445,012.77	488,281	507,990	19,709	4.0%
Benefits	138,756.85	171,588	199,723	28,135	16.4%
Supplies & Materials	583,783.85	222,495	235,520	13,025	5.9%
Professional Services	528,325.04	570,257	603,279	33,022	5.8%
Property Services	6,477.44	14,956	15,800	844	5.6%
Other Services	12,734.08	13,400	14,600	1,200	9.0%
Utility Cost of Goods				-	--
Capital Expenditures	16,011.82	25,000	25,000	-	0.0%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization	23,911.04			-	--
Total Expenditures	1,755,012.89	1,505,977	1,601,912	95,935	6.4%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(426,350.54)</u>	<u>\$ (612,377)</u>	<u>\$ (680,112)</u>	<u>\$ (67,735)</u>	<u>11.1%</u>



2018 BUDGET FINAL

Meter Dept.

Description	2016 Actual	2017 Budget	2018 Request	Change in Dollars	Change in Percent
Taxes	\$ -	\$ -	\$ -	\$ -	--
Licenses and Permits				-	--
Intergovernmental Revenue				-	--
Charge for Services				-	--
Special Assessments/Fines				-	--
Interest				-	--
Other Income	5,970.60			-	--
Other Financing Sources				-	--
Total Revenue with Transfers	5,970.60	-	-	-	--
Salaries & Wages	265,854.15	256,571	262,542	5,971	2.3%
Benefits	107,996.94	115,745	112,151	(3,594)	-3.1%
Supplies & Materials	22,418.09	45,220	39,585	(5,635)	-12.5%
Professional Services	27,314.60	28,945	23,130	(5,815)	-20.1%
Property Services	9,335.49	21,820	22,480	660	3.0%
Other Services	1,315.00	6,100	6,100	-	0.0%
Utility Cost of Goods				-	--
Capital Expenditures	14,726.01	6,025	6,200	175	2.9%
Setasides - Capital Items				-	--
Debt Service				-	--
Depreciation/Amortization	554,400.06			-	--
Total Expenditures	1,003,360.34	480,426	472,188	(8,238)	-1.7%
Transfers - Departmental				-	--
Transfers Out - Funds	-			-	--
Net	<u>\$(997,389.74)</u>	<u>\$ (480,426)</u>	<u>\$ (472,188)</u>	<u>\$ 8,238</u>	<u>-1.7%</u>



2018 BUDGET FINAL
Personnel

Dpt Name	Description	Requested Amount Per FTE	FTE Requests	FTE Approved	Total Amount
Police	Animal Control Officer	\$ 50,030	1.00	1.00	\$ 50,030
Administration	Systems Technician I	\$ 58,025	1.00	1.00	\$ 58,025
Street	Crew Leader	\$ 59,425	1.00	1.00	\$ 59,425
Inventory	Warehouse Worker	\$ 50,030	1.00	1.00	\$ 50,030
Total 2018 Personnel Additions			4.00	4.00	\$ 217,510



2018 BUDGET FINAL

Capital

Dept Name	Description	Requested	Type	Status	Notes
Administration	Software Licenses/Upgrades	\$ 56,700	Impr	Yes	
Administration	Network Upgrades	\$ 180,350	Impr	Yes	
Administration	Financial Software (incl Ut Billing, PR, HR, Work Orders)	\$ 2,155,000	Repl	Yes	
Administration	Hardware for Financial Package	\$ 345,000	Repl	Yes	
Administration Total		\$ 2,737,050			
District Court	Audio & AV System Upgrade	\$ 14,000			
District Court Total		\$ 14,000			
Planning	Tree Planting Blitz	\$ 35,000	Impr	Yes	
Planning Total		\$ 35,000			
Engineering	Sidewalk Gap Projects	\$ 70,000	Impr	Yes	
Engineering	Misc Drainage Projects	\$ 60,000	Impr	Yes	
Engineering	Bogle Park Survey & Drainage Study	\$ 31,500	Impr	Yes	
Engineering	Large Scale Plotter	\$ 12,000	Add	Yes	
Engineering	4X4 Pick up Truck	\$ 30,000	Repl	Yes	
Engineering Total		\$ 203,500			
Airport	Papis and Runway Marking	\$ 165,000	Impr	Yes	
Airport Total		\$ 165,000			
Police	K9 Replacement (2)	\$ 40,000	Repl	Yes	
Police	CID Evidence Fuming Chamber	\$ 6,500	Repl	Yes	
Police	CID Unmarked Replacement Vehicle	\$ 35,000	Repl	Yes	
Police	Patrol Marked Pursuit Rated Replacement (3)	\$ 144,000	Repl	Yes	
Police	Panasonic in Car Cam Replacement (3)	\$ 18,000	Repl	Yes	
Police	MS Exchange 2016 Upgrade	\$ 12,000	Impr	Yes	
Police	Microsoft Exch 2016 SVR and Cals	\$ 9,912	Impr	Yes	
Police	Arbitrator Car Camera Storage	\$ 13,500	Add	Yes	
Police	10 Gigabit Network Upgrade	\$ 60,400	Repl	Yes	
Police	Copier - Records	\$ 18,700	Repl	Yes	
Police	Copier Replacements (2)	\$ 14,300	Repl	Yes	
Police Total		\$ 372,312			
Fire	HVAC System Replacement Station 4	\$ 24,000	Repl	Yes	
Fire	Station 7 Architectural, Civil, Pre-Construction, Dirt Work	\$ 350,000	Add'l	Yes	
Fire	Self Contained Breathing Apparatus (3)	\$ 19,000	Repl	Yes	
Fire	Power Cot	\$ 48,500	Add'l	Yes	
Fire	Hose and Equipment Dryer Replacement	\$ 11,000	Repl	Yes	
Fire	Thermal Imager Camera for New Ladder Truck	\$ 10,000	Add'l	Yes	
Fire	CPR Device (replaces failed unit)	\$ 17,200	Repl	Yes	
Fire	TRT Extrication Air Bags	\$ 7,300	Repl	Yes	
Fire	Copier	\$ 6,500	Repl	Yes	
Fire	Truck 2 (rebuild to keep as a reserve)	\$ 135,000	Repl	Yes	
Fire	Battalion 1 Truck/SUV	\$ 57,000	Repl	Yes	
Fire	FireSupport Station 1	\$ 640,000	Repl	Yes	
Fire Total		\$ 1,325,500			
Building Inspection	4x4 Truck Replacement	\$ 30,000	Repl	Yes	2008 model, 35K miles
Building Inspection Total		\$ 30,000			
Public Works Maint	Grasshopper Zero Turn Mower (2)	\$ 30,000	Repl	Yes	
Public Works Maint	Hustler Zero Turn Mower (2)	\$ 32,000	Repl	Yes	
Public Works Maint	3/4 Ton Crew Cabs with box beds (2)	\$ 68,000	Repl	Yes	85K miles 10-15 yrs old
Public Works Maint Total		\$ 130,000			
Parks Recreation	Citizens Park Tennis Complex (impact fees)	\$ 1,300,000	Add	Yes	
Parks Recreation	Old Tiger Restroom	\$ 55,000	Add	Yes	
Parks Recreation	Information Internal Web Site	\$ 14,000	Impr	Yes	
Parks Recreation	Coughlin Property Design, Bid Specs (impact fees)	\$ 30,000	Add	Yes	
Parks Recreation	MFAC Master Plan and Bid Specs (impact fees)	\$ 30,000	Add	Yes	
Parks Recreation	Orchards Park - South Berm Stone Work	\$ 15,000	Impr	Yes	
Parks Recreation	Parking Lot Soccer - Seal/Stripe	\$ 12,000	Impr	Yes	



2018 BUDGET FINAL

Capital

Dept Name	Description	Requested	Type	Status	Notes
Parks Recreation	Parking Lot Tennis - Seal/Stripe	\$ 13,000	Impr	Yes	
Parks Recreation	Parking Lot Orchards - Seal/Stripe	\$ 23,500	Impr	Yes	
Parks Recreation	Memorial Park - Fencing - Skate Park/Volleyball	\$ 10,000	Impr	Yes	
Parks Recreation	Memorial Park - Tennis Courts Resurface	\$ 20,000	Impr	Yes	
Parks Recreation	Recycle Systems	\$ 16,500	Impr	Yes	
Parks Recreation	Phillips Park - Playground Fence	\$ 11,000	Impr	Yes	
Parks Recreation	Small Tractor/Mower W/Turbine Blower Attachment	\$ 16,000	Addl	Yes	
Parks Recreation	Toolcater w/3 in 2 Bucket Replacement	\$ 55,000	Repl	Yes	
Parks Recreation	Drinking Fountains - Tennis (2)	\$ 20,000	Impr	Yes	
Parks Recreation	Drinking Fountains - Parks (2)	\$ 15,000	Impr	Yes	
Parks Recreation Total		\$ 1,656,000			
Library	IPAD Media Surfer Kiosk (impact fees)	\$ 38,500	Addl	Yes	
Library Total		\$ 38,500			
Street	Overlay	\$ 350,000	Impr	Yes	
Street	Excavator	\$ 208,000	Repl	Yes	
Street	Maintenance Paver	\$ 125,000	Repl	Yes	
Street	Asphalt Roller	\$ 28,600	Addl	Yes	
Street	Trailer	\$ 25,000	Addl	Yes	
Street	Salt Spreader for Dump Truck	\$ 17,000	Impr	Yes	
Street	Ford One Ton Replacement	\$ 75,000	Repl	Yes	
Street	Signal Upgrades for BB0903 (SPUI)	\$ 75,000	Impr	Yes	
Street	Ped Crossing	\$ 15,000	Impr	Yes	
Street	71B/HWY 12 Signal Upgrade	\$ 15,000	Impr	Yes	
Street	N Main Street Sidewalk Improvements	\$ 40,000	Impr	Yes	
Street	Trib II Phase II Additional Design	\$ 20,000	Addl	Yes	
Street/Transportation Total		\$ 993,600			
Electric	Scada Upgrades	\$ 25,000	Impr	Yes	
Electric	Data/Voice Computer Software	\$ 10,000	Impr	Yes	
Electric	J Sub (w/Wal-Mart)	\$ 9,000,000	Addl	Yes	
Electric	Overhead Primary	\$ 570,000	Addl	Yes	
Electric	Underground Primary	\$ 2,400,000	Addl	Yes	
Electric	L&G Focus Meters	\$ 300,000	Addl	Yes	
Electric	Electric Equipment for New Utility Complex	\$ 50,000	Addl	Yes	
Electric	Chipper Replacement	\$ 45,000	Repl	Yes	
Electric	Digital Sign Trailer	\$ 25,000	Addl	Yes	
Electric	Wire Tensioning Trailer	\$ 85,000	Repl	Yes	
Electric	Pole Trailer	\$ 20,000	Repl	Yes	
Electric	Substation Testing Equipment	\$ 50,000	Addl	Yes	
Electric	3/4 Ton Truck	\$ 45,000	Repl	Yes	
Electric Total		\$ 12,625,000			
Water	Water Storage Tank Maintenance Agreement	\$ 350,000	Impr	Yes	
Water	I Street Motor Vibration and Temp Install	\$ 25,000	Impr	Yes	
Water	I Street Motor Replacement	\$ 26,000	Repl	Yes	
Water	AMI Meters	\$ 210,000	Addl	Yes	
Water	Large AMI Meters and Replacements	\$ 250,000	Addl	Yes	
Water	Leak Detection, Additional Areas	\$ 50,000	Addl	Yes	
Water	S Main 2nd to 4th Water Line Upgrade	\$ 80,000	Impr	Yes	
Water	Water Main Connections Various Locations	\$ 30,000	Impr	Yes	
Water	1 Ton Utility Truck	\$ 45,000	Repl	Yes	2007 model, 67K miles
Water	1 Ton Utility Truck	\$ 45,000	Repl	Yes	2008 model, maint costs
Water	1/2 Ton Pickup Truck	\$ 35,000	Repl	Yes	2010 model, 68K miles
Water Total		\$ 1,146,000			
Wastewater	6x6x8 Fiberglass Bldg for Inf Sampler Protection	\$ 17,000	Addl	Yes	
Wastewater	Biosolids Dewatering Upgrade & Storage Cover	\$ 2,725,000	Impr	Yes	
Wastewater	500 KW Generator for Lift Station No 5	\$ 120,000	Repl	Yes	
Wastewater	Stainless Steel Ladder for Entry to Digester #2	\$ 20,000	Repl	Yes	
Wastewater	Confined Space Equipment Trailer	\$ 5,000	Repl	Yes	
Wastewater	100 HP Blower	\$ 15,000	Repl	Yes	



2018 BUDGET FINAL

Capital

Dept Name	Description	Requested	Type	Status	Notes
Wastewater	Seepex Polymer Pump	\$ 7,000	Repl	Yes	
Wastewater	Beltpress Sludge Pump	\$ 7,200	Repl	Yes	
Wastewater	Fencing at Lift Stations 41, 47, & 50	\$ 20,000	Repl	Yes	
Wastewater	5HP Pumps for Defoaming Digesters (2)	\$ 17,000	Repl	Yes	
Wastewater	Lift Stations 19 and 37 1HP Chopper Pumps (4)	\$ 55,000	Repl	Yes	
Wastewater	Woods Creek Lift Station 8 Upgrades	\$ 105,000	Repl	Yes	
Wastewater	Inf/Lower MCC Elec Replacement	\$ 40,000	Repl	Yes	
Wastewater	Clarifier 2 Drive Replacement	\$ 300,000	Repl	Yes	
Wastewater	Gritt Classifier Replacement	\$ 80,000	Repl	Yes	
Wastewater	McKissic Barscreen Take & Chain Replacement	\$ 83,000	Repl	Yes	
Wastewater	Dodge 1500 Crewcab 4x4 w/Spray Liner	\$ 28,700	Repl	Yes	
Wastewater	Utility Cart	\$ 15,000	Repl	Yes	
Wastewater Total		\$ 3,659,900			
Sewer Rehab	400 Block Between NW A and S Main Sewer Upgrade	\$ 20,000	Impr	Yes	
Sewer Rehab	Bella Vista Road 9th-10th Sewer Upgrade	\$ 30,000	Impr	Yes	
Sewer Rehab	800 Block NW B Sewer Upgrade	\$ 35,000	Impr	Yes	
Sewer Rehab	Manhole Rebuild and Replacement	\$ 50,000	Impr	Yes	
Sewer Rehab	Trailer Mounted Sewer Main Jet Rodder	\$ 75,000	Addl	Yes	
Sewer Rehab	Utility Vehicle for Trails/Easements	\$ 20,000	Addl	Yes	
Sewer Rehab	Dump Truck	\$ 120,000	Repl	Yes	Replc 2008 model, maint costs
Sewer Rehab Total		\$ 350,000			
Inventory	Mid Size Forklift	\$ 35,000			
Inventory	Small Sit Down Sweeper	\$ 18,000			
Inventory Total		\$ 53,000			
Utility Billing	Network Upgrades (Share with Admin)	\$ 25,000	Impr	Yes	
Utility Billing		\$ 25,000			
Meter Reading	MI Tech Handheld with Install Kit	\$ 6,200	Addl	Yes	
Meter Reading		\$ 6,200			
Grand Total		\$ 25,565,562			

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2018 BUDGET FOR
THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the 2018 Budget for the City of Bentonville, Arkansas, as set forth in
the attached Exhibit A should be and the same is hereby adopted.

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

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK