1. Agenda

    Documents:

        AUGUST 22, 2017 CITY COUNCIL FULL AGENDA.PDF

2. Short Agenda

    Documents:

        AUGUST 22, 2017 CITY COUNCIL SHORT AGENDA.PDF

BENTONVILLE CITY COUNCIL AGENDA

Committee of the Whole **Tuesday, August 22, 2017 6:00 p.m.**
Community Development **305 SW "A" Street**
Planning Commission Meeting Room

Regular City Council Meeting **Tuesday, August 22, 2017 6:00 p.m.**
Community Development **305 SW "A" Street**
Planning Commission Meeting Room

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: August 8, 2017

AGENDA

1. Planning:

1a. **Lot Split: Lots 1 & 2, Block 3, El Contento Addition, El Contento Properties, LLC, Northwest 3rd Street & Southwest 2nd Street, A-1, Agricultural.**

(Pages 6-9)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from un-platted section land. The new lots will be known as Lots 1 (7.67 acres) and Lot 2 (2.89 acres) of Block 3, El Contento Addition. Lot 2 will be utilized for the trail system and is indicated as "Reserved Property" on the plat. Per the requirements of the Master Street Plan, right-of-way will be dedicated along NW 3rd Street. Right-of-way along SW 2nd Street is sufficient. Both lot shave access to public utilities and a public street.

1b. **Rezoning: Aurora Development, LLC, 1118 Southwest 2nd Street, From C-2, General Commercial to C-3, Central Commercial.**

(Pages 10-13)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-3, Central Commercial zoning is an appropriate zoning district for this designation and is consistent with the General Plan.

1c. **Rezoning: Mark Mathias, Northwest 5th Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.** **(Pages 14-18)**

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

1d. **Rezoning: Bowser Shattuck Group, LLC, Northwest 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

(Pages 19-23)

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

1e. **Lot Split: Lots 27 & 28 Straube Business Park, Crossmar Investments , 5300 Southwest Regional Airport Boulevard, I-1, Light Industrial.**

(Pages 24-27)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from 12 existing parcels. The new lots will be known as Lots 27 (8.80 acres) and Lot 28 (7.40 acres) of Straube Business Park. Pre the requirements of the Master Street Plan, right-of-way will be dedicated along SW Regional Airport Blvd. An existing 20' utility easement that traverses the property will be vacated by a separate process prior to any building permits being issued. Cross access is being provided for future development to the west. Both lot shave access to public utilities and a public street.

2. Approval of an ordinance amending Bentonville Municipal Code, Title 11, Chapter 11.36 Moving Buildings with provisions to allow moving historic buildings within the city and to further regulate the manner of moving buildings through the city. **(Pages 28-34)**

3. Recommend Mayor and City Council award the bid for tree purchase and delivery for the 5th Annual Tree Planting Blitz on October 13 to Frank Sharum Landscape in the amount of $30,186.00. This is a budgeted item. **(Pages 35-38)**

4. This is a request to declare certain city properties as surplus items, namely three (3) bicycles used by our police department Bike Team. The bikes are approximately 8 years old and include two (2) 29 inch Scott bikes (SN GJ074989 and SN GJ071270) and one (1) 26 inch Trek bike (SN WL3192346). These bikes were previously replaced with newer models and are no longer needed. Upon being approved for surplus these three (3) bikes can be traded to a local dealer for an approximate credit of $750.00 to be applied toward one (1) new Giant E-Bike (electric assist) mountain bike. Because the electric component of the bike supplements human power, but does not replace it, the bike would be approved for city bike trail duty. This electric assist would lessen officer fatigue and thereby increase officer safety in an emergency response situation. Sourcing this bike would also provide for a testing and evaluation period for any future purchases of similar equipment. The approximate cost to the city, after trade in allowance, based upon a proposal from Lewis & Clark would be $1,712.00 and would be sourced from the 2017 budgeted Bike Team operating expense account. This transaction would also represent a responsible disposition of the property in question and provide a cost savings to the city. **(Pages 39-40)**

5. Approval of City Council to declare certain items surplus to be sold at Public Auction in September of this year. (See Attached Lists) **(Pages 41-44)**

6. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities from S.W. I Street and S.W. 8th Street intersection and extending east to S.E. Moberly Ln. This agreement would be funded by 8th Street Reserves and has a total amount of $128,476.53. **(Pages 45-51)**

7. Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility in the amount of $34,665.00. **(Pages 52-85)**

8. City Council approval of a change order and budget adjustment, in the amount of $8,177.00, for the Melvin Ford Aquatic Center renovation project. **(Pages 86-89)**

9. City Council approval of a resolution adopting a 10 Year Master Plan for Parks and Recreation. **(Pages 90-95)**

City Council Agenda Items

For City Council Meeting of August 22, 2017
From the August 15, 2017 Planning Commission Meeting

Lot Split: Lots 1 & 2, Block 3, El Contento Addition, El Contento Properties, LLC, Northwest 3rd Street & Southwest 2nd Street, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from un-platted section land. The new lots will be known as Lots 1 (7.67 acres) and Lot 2 (2.89 acres) of Block 3, El Contento Addition. Lot 2 will be utilized for the trail system and is indicated as "Reserved Property" on the plat. Per the requirements of the Master Street Plan, right-of-way will be dedicated along NW 3rd Street. Right-of-way along SW 2nd Street is sufficient. Both lot shave access to public utilities and a public street.

Rezoning: Aurora Development, LLC, 1118 Southwest 2nd Street, From C-2, General Commercial to C-3, Central Commercial.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-3, Central Commercial zoning is an appropriate zoning district for this designation and is consistent with the General Plan.

Rezoning: Mark Mathias, Northwest 5th Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

Rezoning: Bowser Shattuck Group, LLC, Northwest 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

Lot Split: Lots 27 & 28 Straube Business Park, Crossmar Investments , 5300 Southwest Regional Airport Boulevard, I-1, Light Industrial.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from 12 existing parcels. The new lots will be known as Lots 27 (8.80 acres) and Lot 28 (7.40 acres) of Straube Business Park. Pre the requirements of the Master Street Plan, right-of-way will be dedicated along SW Regional Airport Blvd. An existing 20' utility easement that traverses the property will be vacated by a separate process prior to any building permits being issued. Cross access is being provided for future development to the west. Both lot shave access to public utilities and a public street.

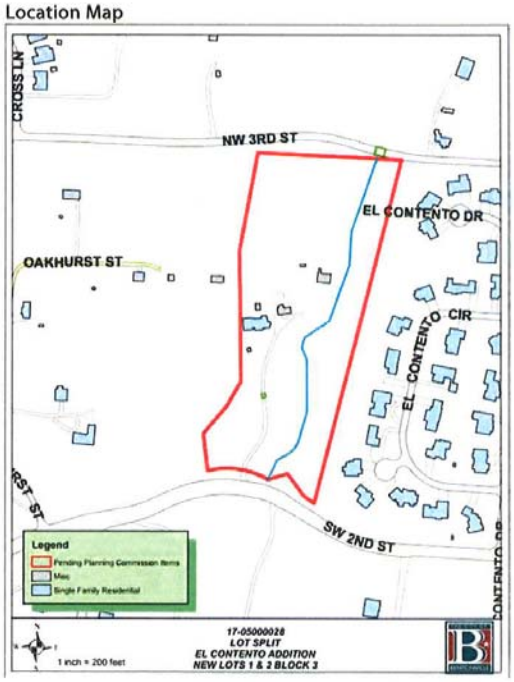
Lots 1 & 2, Block 3, El Contento Addition

NW 3rd Street & SW 2nd Street
PC Date: 8/15/2017
Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	17-05000028
Applicant / Current Owner	El Contento Properties, LLC PO Box 1860 Bentonville, AR 72712
Site Area	10.81 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Low Density Residential (LDR)

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

Location Map



Property Description
This property is the location of two A-1, Agricultural zoned parcels situated between SW 2nd Street and NW 3rd Street. Adjacent properties are zoned A-1 to the west and north, R-1 to the north and east, and PUD to the south. Coler Creek runs through this property.

Project Details
The applicant has submitted a proposal for a lot split that will create 2 new lots from un-platted section land. The new lots will be known as Lots 1 (7.67 acres) and Lot 2 (2.89 acres) of Block 3, El Contento Addition. Lot 2 will be utilized for the trail system and is indicated as "Reserved Property" on the plat. Per the requirements of the Master Street Plan, right-of-way will be dedicated along NW 3rd Street. Right-of-way along SW 2nd Street is sufficient. Both lots have access to public utilities and a public street.

Projected Traffic Impact
The proposed lot split will not adversely impact traffic in the area.

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

Drainage Report
A drainage report is not required.

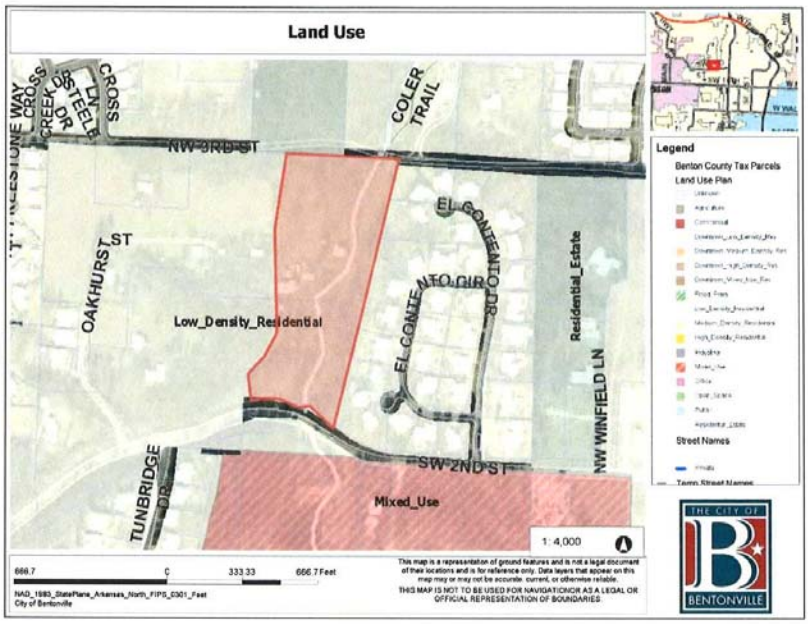
Waivers
No waivers requested.

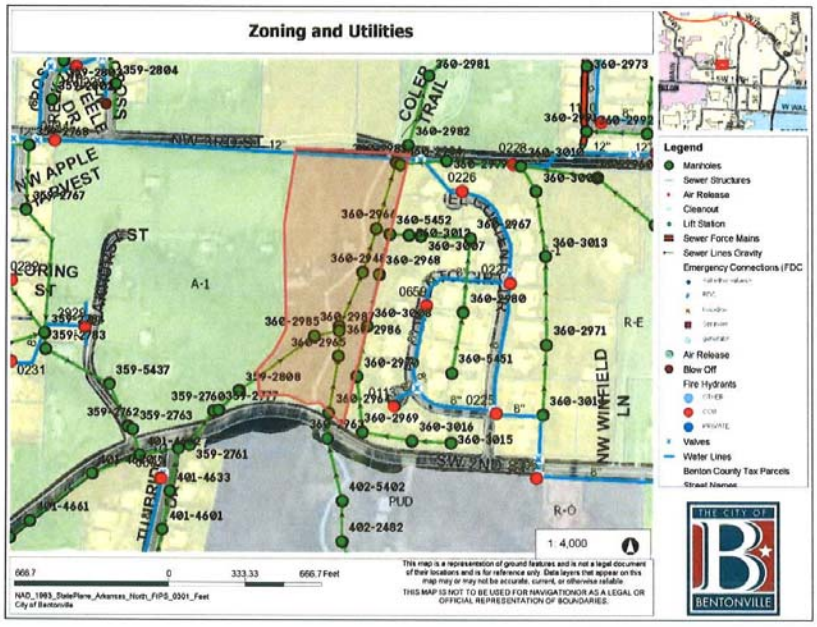
Conclusion
This lot split does meet the minimum requirements of the subdivision regulations.

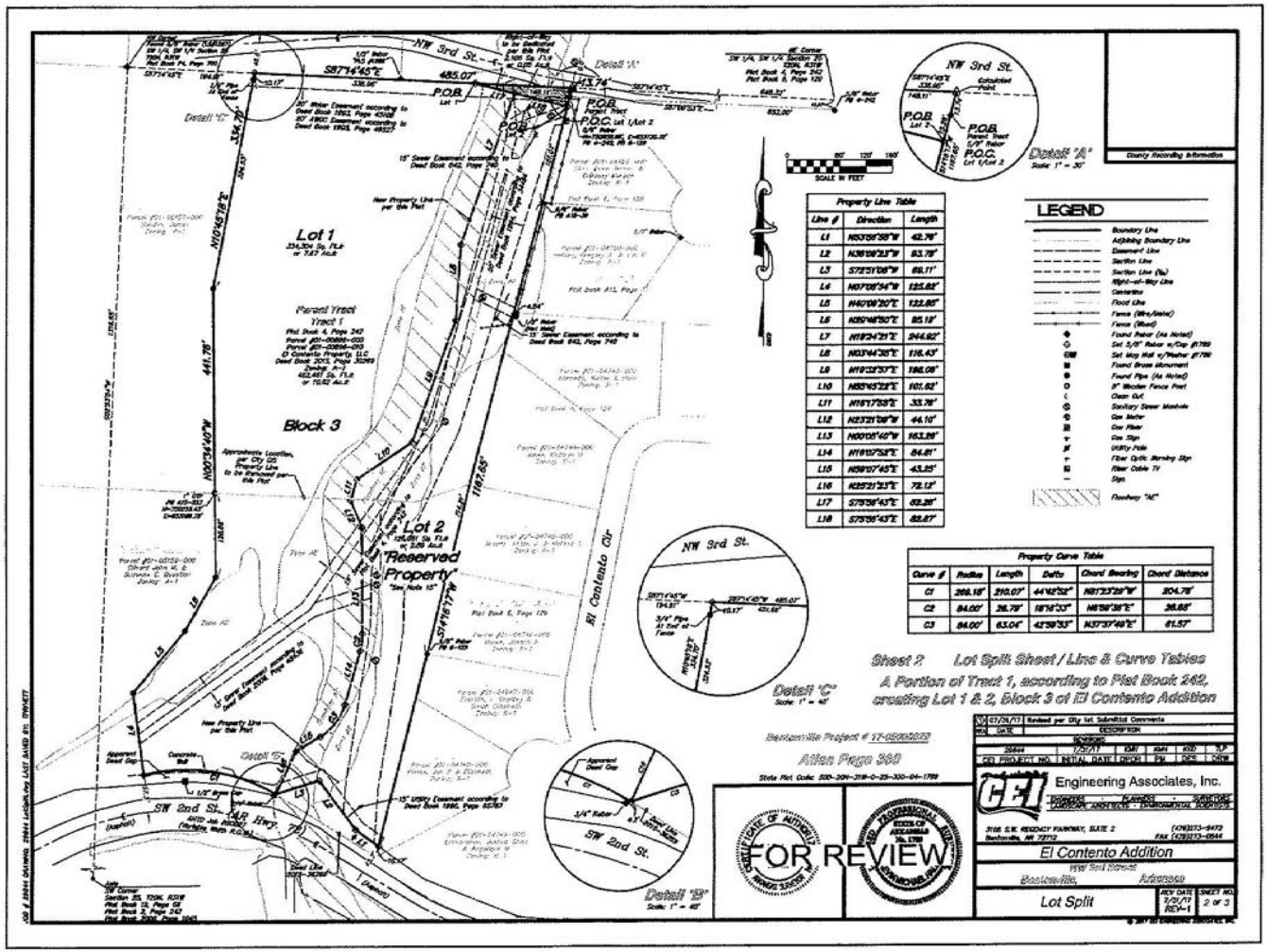
Standard Conditions of Approval
1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

NOTES

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


Land Use
NW 3RD ST
COLER TRAIL
OAKHURST ST
Low_Density_Residential
EL CONTENTO DR
Residential_Estate
NW WINFIELD LN
SW 2ND ST
TUNBRIDGE DR
Mixed_Use
Legend
Benton County Tax Parcels
Land Use Plan
Street Names
1: 4,000
666.7 0 333.33 666.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION OR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.
THE CITY OF BENTONVILLE


Zoning and Utilities
COLER TRAIL
NW APPLE BLOSSOM ST
SPRING ST
A-1
R-E
R-O
PUD
NW WINFIELD LN
SW 2ND ST
TUNBRIDGE DR
Legend
Manholes
Sewer Structures
Air Release
Cleanout
Lift Station
Sewer Force Mains
Sewer Lines Gravity
Emergency Connections (FDC
Air Release
Blow Off
Fire Hydrants
Valves
Water Lines
Benton County Tax Parcels
1: 4,000
666.7 0 333.33 666.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION OR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.
THE CITY OF BENTONVILLE


NW 3rd St.
S87°14'45"E
485.07'
P.O.B.
Lot 1
P.O.C.
Lot 1/Lot 2
Detail 'A'
Scale: 1" = 30'
Detail 'B'
Scale: 1" = 40'
Detail 'C'
Scale: 1" = 40'
Lot 1
354,304 Sq. Ft.±
or 7.67 Ac.±
Parent Tract
Tract 1
Plat Book 4, Page 242
Parcel #01-06805-000
Parcel #01-22856-000
El Contento Property, LLC
Deed Book 2013, Page 30249
Deed A-1
462,401 Sq. Ft.±
or 10.62 Ac.±
Block 3
Lot 2
130,681 Sq. Ft.±
or 3.00 Ac.±
"Reserved Property"
"See Note 15"
El Contento Cir.
SW 2nd St.
AR Hwy. 72
(Highway, Walnut, N.E. No.)
Concrete Pad
Asphalt
Gravel
Property Line Table
Line # | Direction | Length
L1 | N03°39'38"W | 42.76'
L2 | N38°09'23"W | 93.78'
L3 | S72°51'06"W | 69.11'
L4 | N07°08'54"W | 125.82'
L5 | N40°09'20"E | 132.85'
L6 | N89°48'50"E | 85.18'
L7 | N18°24'21"E | 244.92'
L8 | N03°44'26"E | 116.43'
L9 | N19°33'57"E | 186.08'
L10 | N85°45'23"E | 101.62'
L11 | N16°17'53"E | 33.78'
L12 | N23°21'08"W | 44.10'
L13 | N00°05'40"W | 163.26'
L14 | N16°07'58"E | 84.81'
L15 | N59°07'45"E | 45.25'
L16 | N25°21'23"E | 72.13'
L17 | S79°39'43"E | 92.28'
L18 | S79°39'43"E | 88.87'
Property Curve Table
Curve # | Radius | Length | Delta | Chord Bearing | Chord Distance
C1 | 269.18' | 210.07' | 44°42'52" | N81°23'29"W | 204.78'
C2 | 84.00' | 26.78' | 18°16'23" | N15°58'38"E | 26.66'
C3 | 84.00' | 63.04' | 42°59'33" | N37°37'46"E | 61.57'
LEGEND
Boundary Line
Adjoining Boundary Line
Easement Line
Section Line
Section Line (Dia)
Right-of-Way Line
Centerline
Flood Line
Fence (Wire/Metal)
Fence (Wood)
Found Rebar (As Noted)
Set 5/8" Rebar w/Cap (#1799
Set Mag Nail w/Washer (#1799
Found Brass Monument
Found Pipe (As Noted)
6" Wooden Fence Post
Clean Out
Sanitary Sewer Manhole
Gas Meter
Gas Riser
Gas Sign
Utility Pole
Fiber Optic Warning Sign
Fiber Cable TV
Sign
Floodway "AE"
Sheet 2 Lot Split Sheet / Line & Curve Tables
A Portion of Tract 1, according to Plat Book 242,
creating Lot 1 & 2, Block 3 of El Contento Addition
Bentonville Project # 17-05062022
Allen Pegg 360
State Plat Code: 020-20N-31W-0-25-300-04-1799
FOR REVIEW
Engineering Associates, Inc.
3106 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
(479)273-9472
FAX (479)273-0544
El Contento Addition
Bentonville, Arkansas
Lot Split
REV DATE 7/25/17
REV#1
SHEET NO. 2 of 3

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, BLOCK 3, EL CONTENTO ADDITION 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, Block 3, El Contento Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 15, 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, Block 3, El Contento Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2017.

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

REZONING STAFF REPORT

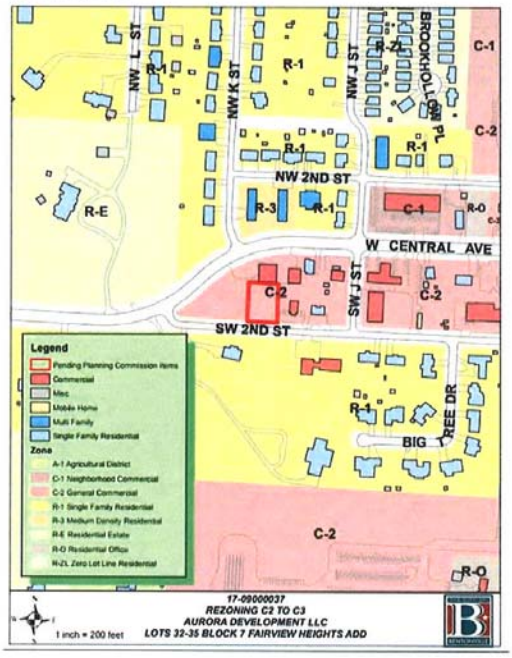
Aurora Development, LLC

1118 SW 2nd Street
PC Date: 9/15/2016
Reviewer: Jon Stanley, Planner

Project Number	17-09000037
Applicant / Current Owner	Aurora Development, LLC PO Box 761 Bentonville, AR
Site Area	0.3 acres
Current Zoning	C-2, General Commercial
Requested Zoning	C-3, Central Commercial
Future Land Use Map Designation	Commercial (C)

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

Location Map



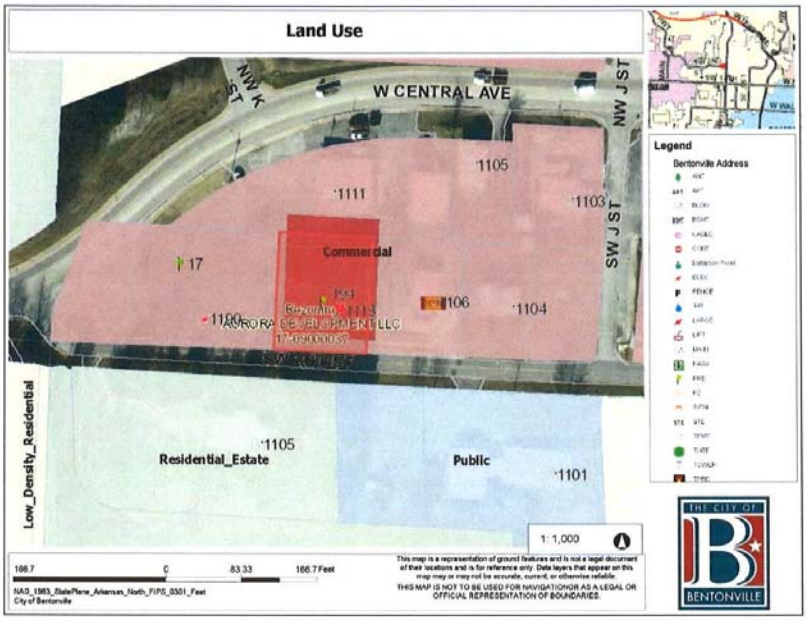
Property Description
This property is the location of a vacant lot on SW 2nd Street. Adjacent zonings are C-2 (General Commercial) to the north, east and west, and R-1 (Single Family Residential) to the south.

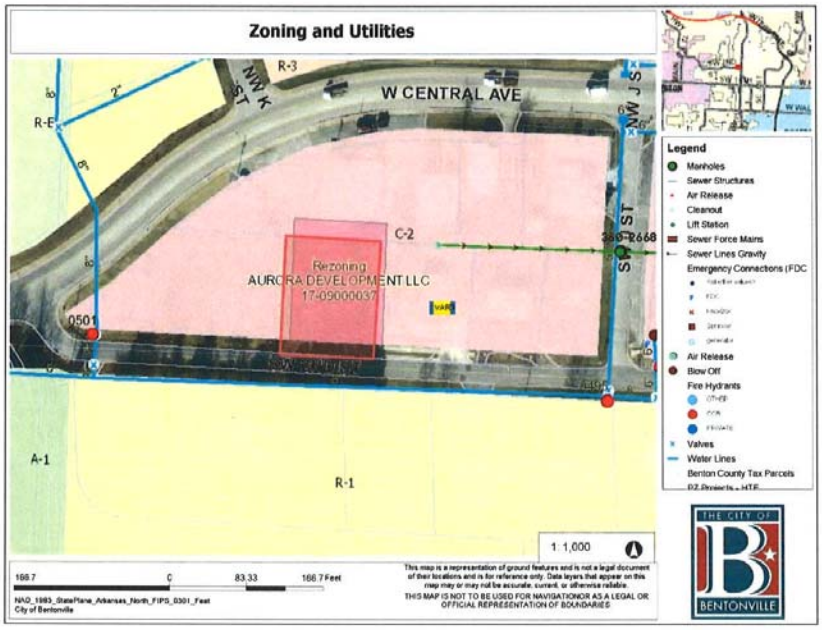
Projected Traffic Impact
The proposed zoning designation will not adversely impact traffic in the area.

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 Commercial (C). The C-3, Central Commercial zoning is an appropriate zoning district for this designation and is consistent with the General Plan.

Conclusion
The C-3, Central Commercial zoning designation is an appropriate zoning district for the Commercial land use designation and is consistent with the General Plan. The C-3 zoning classification allows for a mix of uses which according to the General Plan will decrease traffic congestion while increasing public amenities. The proposed zoning district will also increase vitality in the area by employing the characteristics of mixed use development. The nearby intersection of North Walton Blvd. and SW 2nd Street is identified as an activity node within the General Plan. The C-3 zoning and mixed uses are an important component to creating these nodes.


Land Use
W CENTRAL AVE
NW K ST
NW J ST
SW J ST
1105
1111
1103
1104
106
17
Commercial
Rezoning
AURORA DEVELOPMENT LLC
17-09000037
1100
1105
Residential_Estate
Public
1101
Low_Density_Residential
Legend
Bentonville Address
1: 1,000
166.7
0
83.33
166.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.
THE CITY OF
BENTONVILLE


Zoning and Utilities
W CENTRAL AVE
NW K ST
NW J ST
SW J ST
R-3
R-E
C-2
Rezoning
AURORA DEVELOPMENT LLC
17-09000037
0501
A-1
R-1
Legend
Manholes
Sewer Structures
Air Release
Cleanout
Lift Station
Sewer Force Mains
Sewer Lines Gravity
Emergency Connections (FDC
Air Release
Blow Off
Fire Hydrants
Valves
Water Lines
Benton County Tax Parcels
1: 1,000
166.7
0
83.33
166.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES
THE CITY OF
BENTONVILLE

July 10th, 2017

Narrative for Parcel # 01-02666-000

-Legal Description – "Lots 32,33,34,35, Block 7 of Fairview Heights Addition Found in Plat Record "D", Page 18 of the Benton County Records"

-Current Zoning C-2

-Proposed Zoning C-3

Aurora Development LLC would like to request rezoning the above property from a C-2 to a C-3 Central Commercial Zone. Granting this rezoning request would allow the owner to develop the unique potential of the specific site's access to amenities and proximity to large employer offices and the Bentonville City Square. Rezoning to a C-3 would increase the buildable area of the small existing lots allowing for any design to efficiently use the site. The rezoning will ensure any development on the site would maintain the design integrity of the area generally referred to as 'downtown.' The site's location, while not inside the denser 'downtown' area, holds a position at the end of W. Central Ave that could serve as a 'gateway' to the downtown's architectural character from the west.

The planned use for the site, following rezoning, is a development consisting of 4 townhouses in 2 buildings. The current parcel is split into 4 lots of a 25' width and 125' depth, making townhouses a good use for the existing narrow lots. The additional traffic with new residential development at this location would add a miniscule load to the adjacent infrastructure. There will be no signage requirement for the proposed development. The scale, bulk, and aesthetics of the possible development will relate to the 'residential' appeal of the surrounding properties and bolster the 'neighborhood' feel of the small but distinct area of the city. City infrastructure is easily accessible from the site. There is an 8" water line (according to Bentonville G.I.S.) and overhead power along SW 2nd St. Sewer and gas access is at the back of the site in an apparent utility easement that runs east to west on adjacent properties. The public sewer must be extended around 100' to reach the site.

[redacted]

Benjamin J Bendall
BRYA
214 S. 2nd Street
Rogers, AR 72756
479 636 5550

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO C-3, CENTRAL COMMERCIAL.

WHEREAS, Aurora Development, 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 classification of C-2, General Commercial to C-3, Central Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 32,33,34,35, BLOCK 7 FAIRVIEW HEIGHTS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "D" AT PAGE 18.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 15, 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 C-2, General Commercial to C-3, Central 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 classification of C-2, General Commercial to C-3, Central 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

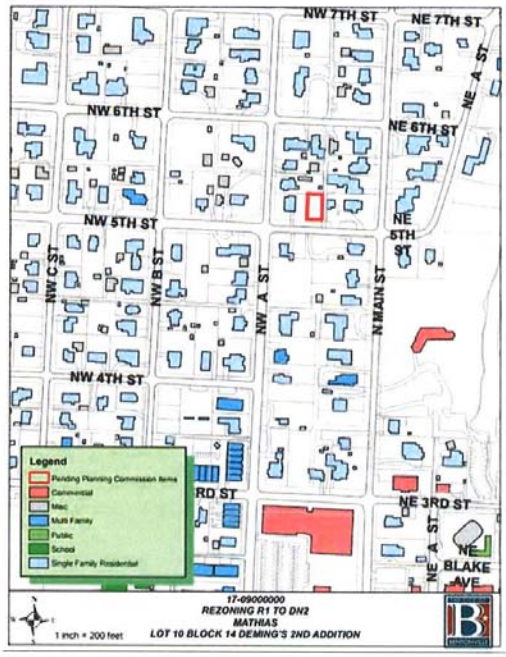
Mathias

NW 5th Street
PC Date: 8/15/2017
Reviewer: Jon Stanley, Planner

Project Number	17-09000039
Applicant / Current Owner	Mark Mathias 1902 N. Dixieland Rd Rogers, AR 72756
Site Area	0.09 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



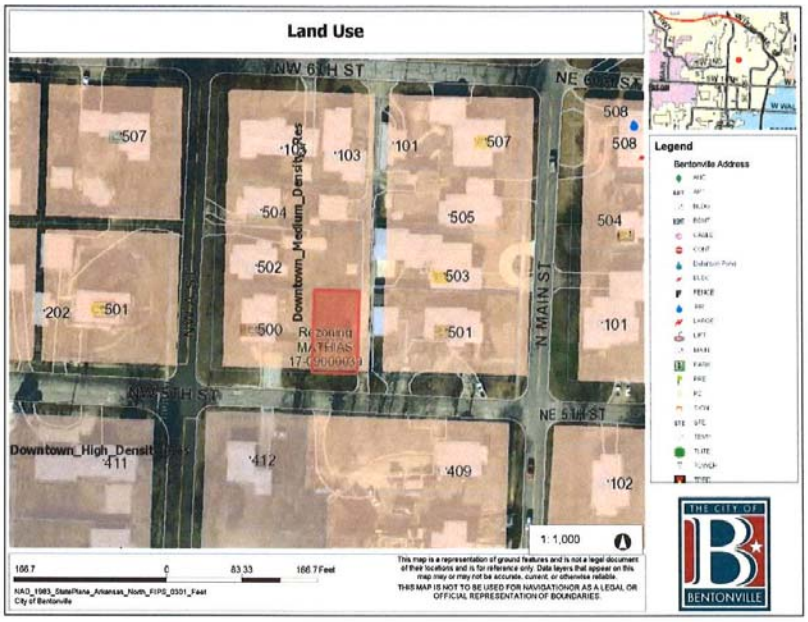
Property Description
This property is the location of a single family home that fronts onto NW 5th Street. All adjacent zonings are R-1, Single Family Residential.

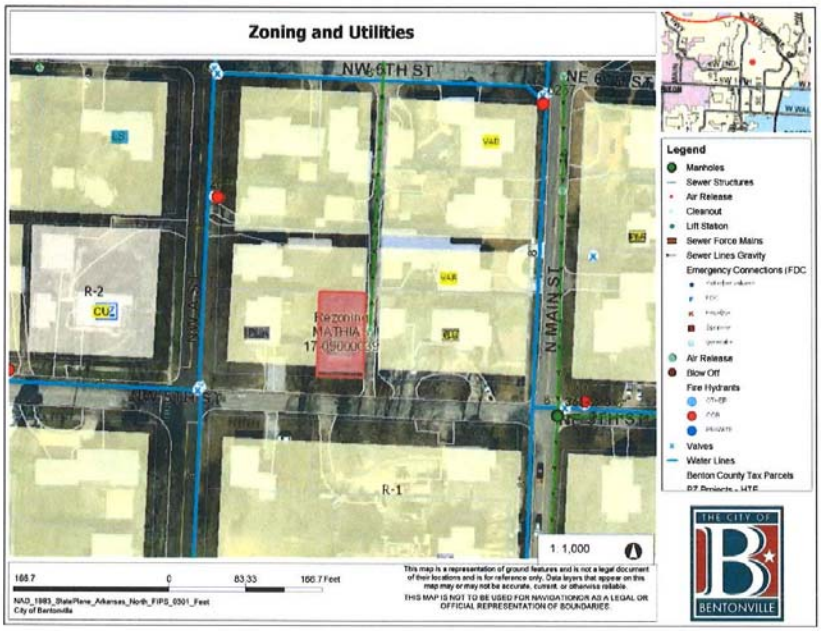
Projected Traffic Impact
The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

Utility Infrastructure
Per GIS website, water and sewer are available.

Relationship to the General Plan
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. The DN-2 zoning designation will allow single-family residential to be built at this location.

Conclusion
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. Based on the current lot sze and dimension only one detached single family residence may be constructed on this site.


Land Use
NW 6TH ST
NE 6TH ST
N MAIN ST
NW 5TH ST
NE 5TH ST
Downtown_Medium_Density_Res
Downtown_High_Density
Rezoned
MATHIAS
17-09000033
507
105
103
101
507
508
508
504
505
504
502
503
202
501
500
501
101
411
412
409
102
1:1,000
166.7
0
83.33
166.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.
Legend
Bentonville Address
THE CITY OF
BENTONVILLE


Zoning and Utilities
NW 6TH ST
NE 6TH ST
N MAIN ST
NW 5TH ST
R-2
CU2
R-1
Rezoned
MATHIAS
1:1,000
166.7
0
83.33
166.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.
Legend
Manholes
Sewer Structures
Air Release
Cleanout
Lift Station
Sewer Force Mains
Sewer Lines Gravity
Emergency Connections (FDC
Air Release
Blow Off
Fire Hydrants
Valves
Water Lines
Benton County Tax Parcels
THE CITY OF
BENTONVILLE

James Layout Services, LLC
PO Box 611 Farmington, Arkansas 72730
(479) 445-7731
jameslayoutservices@yahoo.com

July 6th, 2017
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

Re: 106 NW 5TH St.
Bentonville, AR 72712
Rezoning Request

We are representing a request by Mark Mathias to rezone the properties located at 106 NW 5th Street. The property currently has home that owner will demolish the existing home to make the lot buildable. Please find below the narrative addressing the required items on the Rezoning Checklist.

- The property is currently zoned R-1 Single Family Residential. The proposed zoning is DN-2 Down Town Medium Residential.
- The rezone is requested so that the client can build a new 2170 square foot home with a 1200 square foot print within a fifty foot wide lot.
- The proposed rezone will allow a new home to fit within the building DN-2 setback. Based on the land use plan this property is planned DN-2 so the new lots will meet the cities expectations.
- Access for the property will use the alley on the east side of the property.
- An 8" Sewer line on the east side of the property runs north and an 8" Water line runs North and South along NW A Street and N Main Street. Sincerely,

[redacted]
Nick Rumancik, Field Operation Manager

ORDINANCE NO. _____

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

WHEREAS, Mark Mathias duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 10, BLOCK 14, DEMING'S SECOND ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 14 DEMING 'S SECOND ADDITION, THENCE NORTH 02 °47'23" EAST FOR A DISTANCE OF 5.46 FEET TO A SET 5/8" REBAR PLS 1204 BEING TO POINT OF BEGINNING; THENCE NORTH 87° 12'57" WEST FOR A DISTANCE OF 50.00 FEET TO A SET 5/8" RE BAR PLS 1204; THENCE NORTH 02°47'25" EAST FOR A DISTANCE OF 85.55 FEET TO A SET 5/8" REBAR PLS 1204; THENCE SOUTH 87°12'35 EAST FOR A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR PLS 1204; THENCE SOUTH 02 °47'2311 WEST FOR A DISTANCE OF 85.54 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES OR 4,277 SQUARE FEET, MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT OF WAYS OF RECORD OR FACT.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 15, 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 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 classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2017.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

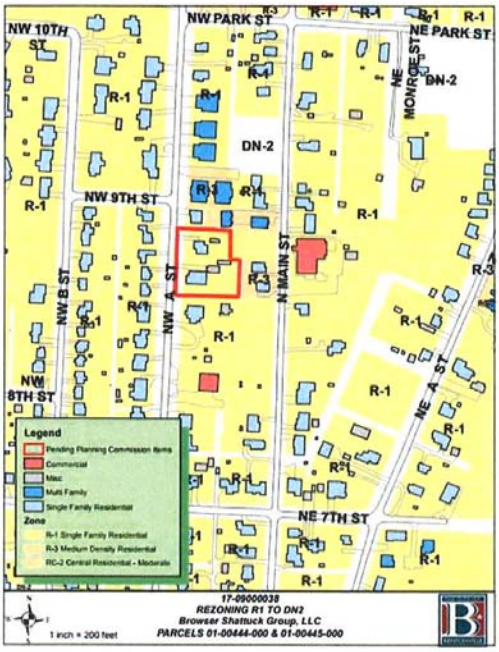
Bowser Shattuck Group, LLC

NW A Street
PC Date: 8/15/2017
Reviewer: Jon Stanley, Planner

Project Number	17-09000038
Applicant / Current Owner	Bowser Shattuck Group, LLC 1402 SW Susana St. Bentonville, AR 72712
Site Area	0.40 & 0.58 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



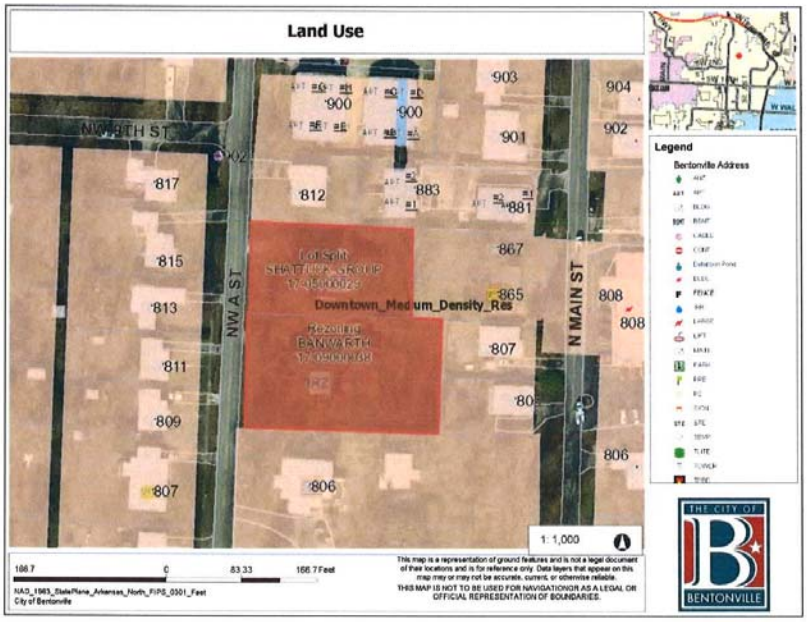
Property Description
This property is the location of two medium density residential parcels that front onto NW A Street. Adjacent zonings include R-1, Single Family Residential on all adjacent sides and R-3, Medium Family Residential to the northeast and east.

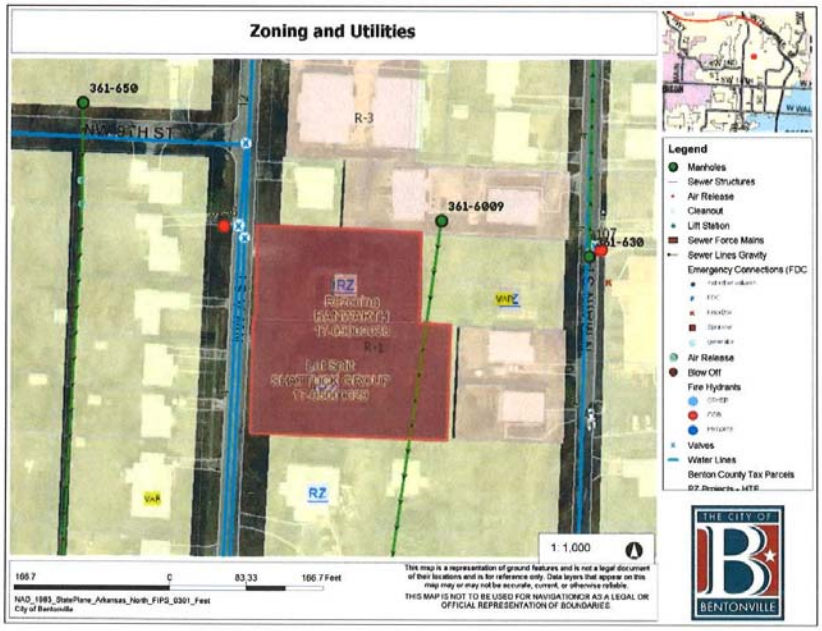
Projected Traffic Impact
The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

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 Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation. The DN-2 zoning designation will allow single-family detached construction only at this mid-block location.

Conclusion
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.


Land Use
NW 8TH ST
NW A ST
N MAIN ST
Downtown_Medium_Density_Res
Legend
Bentonville Address
1: 1,000
THE CITY OF BENTONVILLE


Zoning and Utilities
361-650
NW 8TH ST
R-3
361-6009
RZ
R-1
VAR
Legend
Manholes
Sewer Structures
Air Release
Cleanout
Lift Station
Sewer Force Mains
Sewer Lines Gravity
Emergency Connections (FDC
Air Release
Blow Off
Fire Hydrants
Valves
Water Lines
Benton County Tax Parcels
1: 1,000
THE CITY OF BENTONVILLE

James Layout Services, LLC
PO Box 611 Farmington, Arkansas 72730
(479) 445-7731
jameslayoutservices@yahoo.com

July 6th, 2017
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

Re: 808 & 810 NW "A" St.
Bentonville, AR 72712
Rezoning Request

We are representing a request by Bowser Shattuck Group LLC. to rezone the properties located at 808 & 810 NW A Street. The properties currently have a home on each lot and the owner would like to combine the two lots and then split the new property into five lots with a 18' wide alley to access the lots. The owner would demolish the existing homes to make the new lots buildable. Please find below the narrative addressing the required items on the Rezoning Checklist.

- The property is currently zoned R-1 Single Family Residential. The proposed zoning is DN-2 Down Town Medium Residential.
- The rezone is requested so that the client can create five lots on the two parcels that will be submitted as a lot Split after the rezone is approved.
- The proposed rezone will allow the property to be split into five lots that are 40' +/- in width and a max depth of 183' +/- in depth. Based on the land use plan this property is planned DN-2 so the new lots will meet the cities expectations.
- Access for the proposed five lots will be made possible by a proposed 18' wide alley at the back of the property allowing for rear loading garages to be utilized.
- An 8" Sewer line at the back of the subject property runs north and south and a 4" Water line runs North and South along NW A Street. Lots will be subdivided so that each of the five lots has direct access to the sewer line.

Sincerely,

[redacted]

Nick Rahmanen, Field Operation Manager

ORDINANCE NO. _____

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

WHEREAS, Bowser Shattuck Group, 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 classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF OUTLOT 9 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING A PART OF THE SE ¼ OF THE NE 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SE 1/4 OF THE NE 1/4 BEING A RAILROAD SPIKE IN THE CENTERLINE OF NW "A" STREET; THENCE NORTH 89 °02'45" EAST 25.00 FEET TO THE EAST RIGHT OF WAY OF SAID NW "A" STREET; THENCE ALONG SAID RIGHT OF WAY, SOUTH 00°01'24" EAST 75.00 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE NORTH 89 °02'52" EAST 174.28 FEET TO AN IRON PIN; THENCE SOUTH 00°57'00" EAST 100.00 FEET TO AN IRON PIN; THENCE SOUTH 89°03'00" WEST 175.90 FEET TO AN IRON PIN ON THE EAST RIGHT OF WAY OF SAID NW "A" STREET; THENCE ALONG SAID RIGHT OF WAY, NORTH 00°01 ' 24" WEST 100.00 FEET TO THE POINT OF BEGINNING. AND PART OF THE SE OF THE NE OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT 25 FEET EAST AND 175 FEET SOUTH 00°41' WEST OF THE NW CORNER OF SAID SE , NE /, SECTION 30; THENCE EAST 213.57 FEET; THENCE SOUTH 00°41' WEST 125.0 FEET; THENCE WEST 213.57 FEET; THENCE NORTH 00°41' EAST 125.0 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE

RIGHT-OF-WAY OF NORTHWEST "A" STREET ALONG THE WEST SIDE THEREOF.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 15, 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 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 classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2017.

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

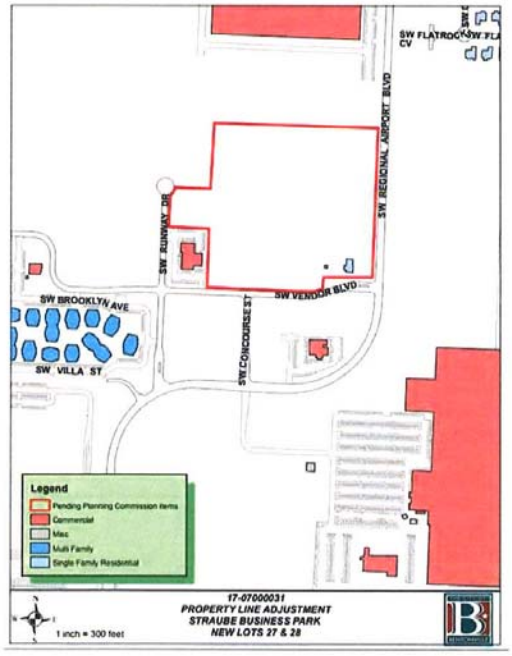
Lots 27 & 28 Straube Business Park

Location: 5300 SW Reigional Blvd
PC Date: 8/15/2017
Reviewer: Jon Stanley, Planner

Project Number	17-07000031
Applicant / Current Owner	Crossmar Investments 1500 E Central Ave. Bentonville, AR 72712
Site Area	8.80 & 7.40 acres
Current Zoning	I-1, Light Industrial
Future Land Use Map Designation	Industrial (I)

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

Location Map



Property Description
This property is the location of 12 parcels zoned I-1, Light Industrial & C-1 Neighborhood Commercial. It is located along SW Regional Airport Boulevard which is designed as an arterial road on the current Master Street Plan. Adjacent zonings include I-1, Light Industrial & C-1 Neighborhood Commercial to the north C-2, General Commercial to the south, I-2 Heavy Industrial to the east, and C-1 Neighborhood Commercial to the west.

Project Details
The applicant has submitted a proposal for a lot split that will create 2 new lots from 12 existing parcels. The new lots will be known as Lots 27 (8.80 acres) and Lot 28 (7.40 acres) of Straube Business Park. Pre the requirements of the Master Street Plan, right-of-way will be dedicated along SW Regional Airport Blvd. An existing 20' utility easement that traverses the property will be vacated by a separate process prior to any building permits being issued. Cross access is being provided for future development to the west. Both lot shave access to public utilities and a public street.

Projected Traffic Impact
The proposed zoning designation has the potential to adversely impact traffic in the area. The property is located along SW Regional Airport Boulevard which has considerable large vehicle traffic and off-site improvements may be necessary as future office/warehouse uses continue to develop in this area.

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

Drainage Report
A drainage report is not required.

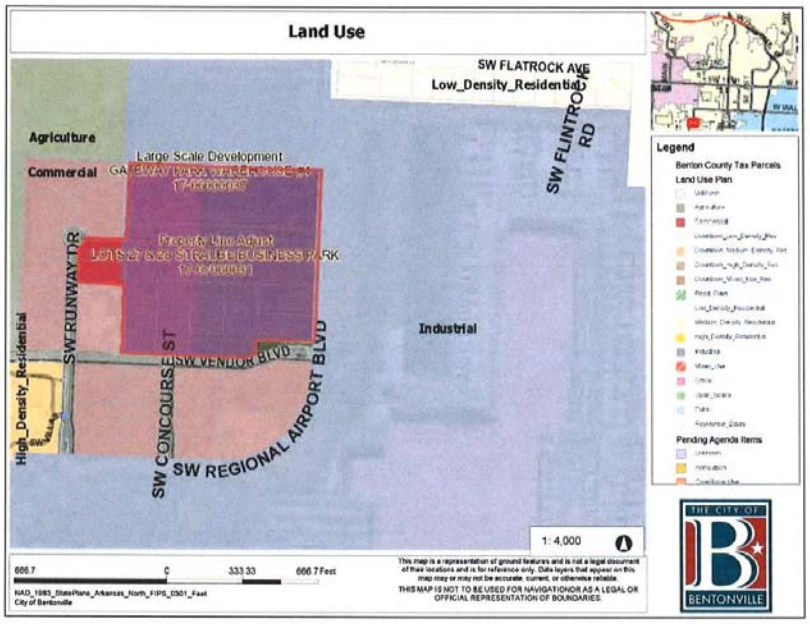
Waivers
No waivers requested.

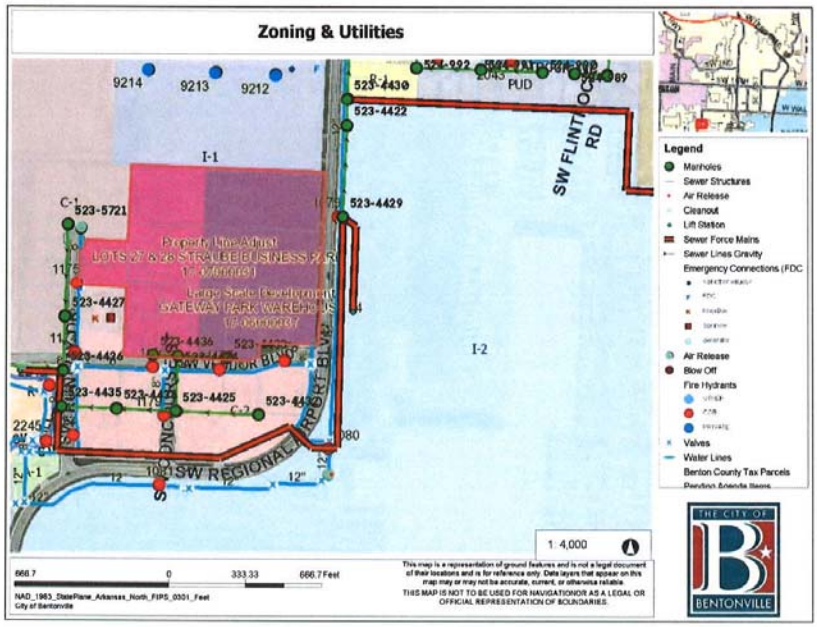
Conclusion
This lot split does meet the minimum requirements of the subdivision regulations.

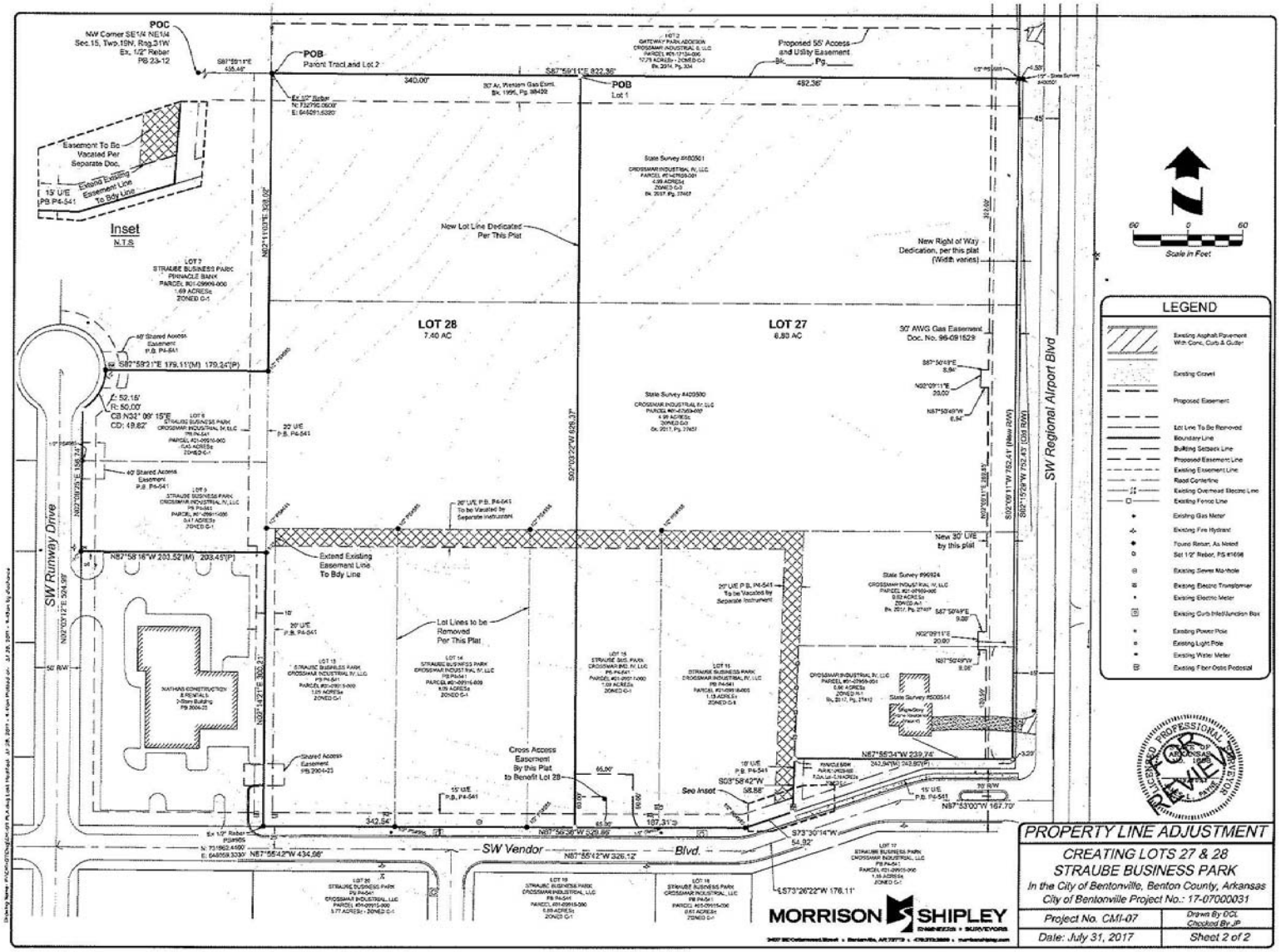
Standard Conditions of Approval
1. Provide a digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

NOTES

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


Land Use
SW FLATROCK AVE
Low_Density_Residential
Agriculture
Commercial
Large Scale Development
GATEWAY PARK WAREHOUSE
Property Line Adjust
LOTS 27 & 28 STRAUBE BUSINESS PARK
SW RUNWAY DR
SW VENDOR BLVD
SW CONCOURSE ST
SW REGIONAL AIRPORT BLVD
SW FLINTROCK RD
Industrial
High_Density_Residential
1:4,000
Legend
Benton County Tax Parcels
Land Use Plan
Pending Agenda Items
THE CITY OF BENTONVILLE


Zoning & Utilities
9214
9213
9212
523-4430
523-4422
PUD
SW FLINTROCK RD
I-1
C-1
523-5721
523-4429
Property Line Adjust
LOTS 27 & 28 STRAUBE BUSINESS PARK
Large Scale Development
GATEWAY PARK WAREHOUSE
523-4427
523-4436
523-4426
523-4435
523-4425
SW VENDOR BLVD
SW REGIONAL AIRPORT BLVD
I-2
C-2
I-1
12"
1:4,000
Legend
Manholes
Sewer Structures
Air Release
Cleanout
Lift Station
Sewer Force Mains
Sewer Lines Gravity
Emergency Connections (FDC
Air Release
Blow Off
Fire Hydrants
Valves
Water Lines
Benton County Tax Parcels
THE CITY OF BENTONVILLE


POC
NW Corner SE1/4 NE1/4
Sec.15, Twp.19N, Rng.31W
Ex. 1/2" Rebar
PB 23-12
POB
Parent Tract and Lot 2
POB
Lot 1
Proposed 55' Access and Utility Easement
Bk. Pg.
S87°59'11"E 822.36'
340.00'
492.36'
Easement To Be Vacated Per Separate Doc.
Extend Existing Easement Line To Bdy Line
13' U/E PB P4-541
Inset
N.T.S.
New Lot Line Dedicated Per This Plat
New Right of Way Dedication, per this plat (Width varies)
LOT 28
7.40 AC
LOT 27
6.80 AC
30' AWG Gas Easement Doc. No. 96-091529
SW Runway Drive
SW Regional Airport Blvd
S02°03'20"W 626.37'
S02°09'11"W 752.41' (Meas.)
S02°15'28"W 752.43' (Old ROW)
N02°11'03"E 308.66'
S82°59'21"E 179.11'(M) 179.24'(P)
L= 52.15'
R= 50.00'
CB N32° 09' 15"E
CD: 49.62'
40' Shared Access Easement P.B. P4-541
20' U/E P.B. P4-541
20' U/E P.B. P4-541 To be Vacated by Separate Instrument
N87°58'16"W 203.52'(M) 203.45'(P)
Extend Existing Easement Line To Bdy Line
New 30' U/E by this plat
Lot Lines to be Removed Per This Plat
50' R/W
N02°42'21"E 305.47'
Shared Access Easement P/S 2004-23
Cross Access Easement By this Plat to Benefit Lot 28
See Inset
S03°58'42"W 58.88'
N87°55'34"W 239.74'
342.54'(M) 342.80'(P)
N87°53'00"W 167.70'
342.54'
187.31'
S73°30'14"W 54.92'
N87°56'36"W 326.89'
N87°55'42"W 434.98'
SW Vendor Blvd.
N87°55'42"W 326.12'
LS73°26'22"W 176.11'
Ex 1/2" Rebar PGP905
N: 731963.4590'
E: 6485638.3330'
60 0 60
Scale in Feet
LEGEND
Existing Asphalt Pavement With Conc. Curb & Gutter
Existing Gravel
Proposed Easement
Lot Line To Be Removed
Boundary Line
Building Setback Line
Proposed Easement Line
Existing Easement Line
Road Centerline
Existing Overhead Electric Line
Existing Fence Line
Existing Gas Meter
Existing Fire Hydrant
Found Rebar, As Noted
Set 1/2" Rebar, PS #1696
Existing Sewer Manhole
Existing Electric Transformer
Existing Electric Meter
Existing Curb Inlet/Junction Box
Existing Power Pole
Existing Light Pole
Existing Water Meter
Existing Fiber Optic Pedestal
PROPERTY LINE ADJUSTMENT
CREATING LOTS 27 & 28
STRAUBE BUSINESS PARK
In the City of Bentonville, Benton County, Arkansas
City of Bentonville Project No.: 17-07000031
Project No. CMI-07
Drawn By DCL
Checked By JP
Date: July 31, 2017
Sheet 2 of 2
MORRISON SHIPLEY
ENGINEERS • SURVEYORS

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 27 & 28 STRAUBE BUSINESS PARK TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 27 & 28 Straube Business Park, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 15, 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 27 & 28 Straube Business Park 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:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Brian Bahr

Department: Community Development

Phone: 271-6809

ACTION REQUIRED:

Approval of an ordinance amending Bentonville Municipal Code, Title 11, Chapter 11.36 Moving Buildings with provisions to allow moving historic buildings within the city and to further regulate the manner of moving buildings through the city.

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.

MEMO

To: Mayor Bob McCaslin, City Council
From: Brian Bahr, Interim Community & Economic Development Director
CC Date: August 22, 2017
Re: Moving Buildings Amendment

Approval of an ordinance amending regulations regarding moving buildings with provisions to allow moving historic buildings within the city and to further regulate the manner of moving buildings through the city.

To respect local history, the city desires to allow the relocation of historic structures within the city limits. Current regulations do not allow for such relocation. An amendment to the Moving Buildings article of the city code is necessary to make this allowance.

In preparing this amendment, staff from planning, building inspection, streets, police, fire, utilities and public works identified issues that arise from moving structures along city streets. They identified strategies to better manage those issues and incorporated them as amendments to the Moving Buildings article.

Issue/Concern	Strategy	Sec. No.
Maintenance of local history and preservation of historic structures.	• Allow historic buildings to be relocated from one location in the city to another location in the city.	Sec. 14-384
Conflicts for the day and time of the move with special events, first day of school, etc.	• Only allow moves on Sundays, with the move starting between 7 am – 11 am.	Sec. 14-391
Awareness of the moving route to manage public safety and traffic.	• Application has to include both a primary and secondary route. • PD officer to monitor the move for public safety – cost paid by the applicant ($150). • Identify specific streets that a house cannot be moved on…i.e. through the square.	Sec. 14-385 Sec. 14-395 Sec. 14-387
Damage to infrastructure – signs, trees, signal poles, electric poles, fire hydrants, etc.	• Confirm that the insurance provided covers infrastructure damage. • Street team personnel to monitor the move to identify any infrastructure damage – cost paid by the applicant ($150).	Sec. 14-388 Sec. 14-395

Issue/Concern	Strategy	Sec. No.
Moving preparations.	• Inspections to make sure that everything has been disconnected properly.	Sec. 14-396
Structure at new location.	• Application needs to identify the intended use of the structure once arriving at its destination (residential, commercial, museum, etc.) and comply with zoning regulations.	Sec. 14-385 Sec. 14-396
	• Treat these as a new build, requiring a building permit and all the related inspections, including a footing/ foundation inspection at the destination that must be approved before the move will be allowed.	Sec. 14-396 Sec. 14-397
	• Structure must be brought up to all codes at its new location.	
Condition of vacated lot.	• Applicant must clean the vacated lot.	Sec. 14-398

ORDINANCE NO. _____

AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE, TITLE 11, CHAPTER 11.36 MOVING BUILDINGS, WITH PROVISIONS TO ALLOW MOVING OF HISTORIC BUILDINGS WITHIN THE CITY OF BENTONVILLE, ARKANSAS AND TO FURTHER REGULATE THE MANNER OF MOVING BUILDINGS THROUGH THE CITY OF BENTONVILLE, ARKANSAS AND DECLARING AN EMERGENCY.

WHEREAS, Title 11, Chapter 11.36 Moving Buildings was repealed and replaced with Ordinance No. 99-7 prohibiting the movement of buildings within or into the City of Bentonville; and,

WHEREAS, the City of Bentonville respects local history and the desire to preserve historical structures;

WHEREAS, Attachment A to this ordinance titled: "Attachment A: Moving Buildings Amendments" was available electronically before consideration of this ordinance by the City Council, and notice of that availability was duly published as required by law.

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

Section 1: That the Bentonville Municipal Code, Chapter 11.36 Moving Buildings, shall be and is hereby amended by reference with the following *Attachment A: Moving Buildings Amendments*, an electronic copy and paper copy of which is on file with the City Clerk, as though it were copied herein fully.

Section 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

_____
Mayor Bob McCaslin

ATTEST:

_____
City Clerk

Attachment A:
Moving Buildings Amendments

Added text shown in red and highlighted.
Deleted text shown in grey strikethrough.

11.36.01 Permit required.

No person shall move any house, dwelling, structure or large heavy object on, over, along or across any street, alley or sidewalk within the city without first securing a moving permit therefore. No house, dwelling or structure shall be moved from outside or within the city to a location in the city, ~~except and excluding~~ with the following exceptions.

(a) Only new manufactured buildings and new modular type buildings may be moved from outside the city to a location in the city.

(b) Historic structures as identified on the Arkansas Register of Historic Places or the National Register of Historic Places may be moved from a location in the city to another location in the city~~.~~

Other houses, dwellings and structures may only be moved out of or through the city.
(Code 1994, § 11.36.01; Ord. No. 99-7, § 2)

State law reference – Transportation of houses and other structures, A.C.A. § 27-35-309.

11.36.02 Application for permits; contents.

Application for a moving permit required by this ~~chapter~~ article shall be made to the chief building inspector on forms to be provided by the building inspection department, which application shall state the loaded height and width of any structure or object to be moved, and shall designate the primary and secondary route over which the same is to be moved, and the time when the same is proposed to be moved. The application shall state the intended use of the structure once arriving at its final location.
(Code 1994, § 11.36.02; Ord. No. 99-7, § 3)

11.36.03 Moving permit fee.

The fee for a permit required by this ~~chapter~~ article shall be $200.00 plus $200.00 per mile the structure travels within the corporate limits of the City of Bentonville on the route so designated by the city planning department as described in section 14-387. Partial miles will be measured to the tenth mile and the permit fee prorated accordingly.
(Code 1994, § 11.36.03; Ord. No. 99-7, § 4)

11.36.04 Route to be established.

The city planning department in cooperation with the police department and moving contractor shall select the safest, most direct route out of or through the city as determined by the width of streets, height of overhead wires, setback of structures and other utilities adjacent to the street, proximity of trees to the street and volume of vehicular traffic. The route selected will be designated on the permit as the approved route of travel for the structure. Unapproved variance from the designated route will result in revocation of permit, forfeiture of the permit fee and prosecution. Should a road closure be necessary to facilitate the move, the applicant shall obtain approval from the Traffic, Safety and Signage Committee. Structures shall not be moved on the following street sections:

(a) Central Avenue, between NW/SW A Street and SE B Street;

(b) 2nd Street, between NW A Street and NE B Street;
(c) Main Street between SW 2nd Street and Legion Lane; or
(c) SE A Street, between SW 2nd Street and Legion Lane.

(Code 1994, § 11.36.04; Ord. No. 99-7, § 5)

11.36.05 Liability insurance required.

Each applicant for a permit required by this ~~chapter~~ article shall furnish a certificate of liability insurance to the chief building inspector against damages to persons or property, to include city infrastructure, by reason of such moving in the following amounts:

(1) For bodily injury to any one person per occurrence, $100,000.00.

(2) For bodily injury to more than one person per occurrence, $200,000.00.

(3) For ~~injury~~ damage to property per occurrence, $250,000.00.

(Code 1994, § 11.36.05; Ord. No. 99-7, § 6)

11.36.06 Maximum height and width of structure.

The maximum permissible loaded height of any building or heavy object to be moved shall be 18 feet and maximum permissible loaded width of any building or heavy object to be moved shall be 26 feet. Any request for a permit to move any structure or object which exceeds the maximum permissible loaded height or width shall be presented to the city council for their approval before the chief building inspector shall issue the permit.

(Code 1994, § 11.36.06; Ord. No. 99-7, § 7)

11.36.07 Notice required.

Any applicant desiring to move a house, structure or heavy object through or out of the city shall be required to file application for permit and notify the chief building inspector of such intent at least 30 days prior to the desired moving date.

(Code 1994, § 11.36.07; Ord. No. 99-7, § 8)

11.36.08 Structures to be moved in a timely manner.

All structures and heavy objects for which a moving permit has been issued, must be moved on the date specified on the permit. Failure to do so shall result in the revocation of the moving permit and loss of the permit fee to the city. If, in the opinion of the chief building inspector extreme climatic conditions have prevented the applicant from moving said structure, the inspector may designate another date for movement of the structure without penalty. Moves shall be allowed only on Sundays and shall be initiated between the hours of 7:00 a.m. and 11:00 a.m.

(Code 1994, § 11.36.08; Ord. No. 99-7, § 9)

11.36.09 Consent of owners of utility lines and coaxial cables.

Prior to the issuance of any permit required by this ordinance, the applicant shall furnish to the chief building inspector evidence of the consent of the owners of any utility lines or coaxial cables not owned by the city which will be moved as a result of moving the structure or heavy object for which the permit is to be issued. Concurrence with and any comments affecting the move must be obtained from all utility departments and the transportation department.

(Code 1994, § 11.36.09; Ord. No. 99-7, § 10)

11.36.10 Structures to be moved in accordance with terms of the permit.

It shall be unlawful for any person to move any structure or large object on, over, along or across any street, alley or sidewalk in the city, in a manner contrary to the terms of the permit secured for such moving.
(Code 1994, § 11.36.10; Ord. No. 99-7, § 11)

11.36.11 Penalties.

Failure of persons whom are moving structures or large, heavy objects through or out of the city to obtain a permit or comply with the requirements of this ordinance will be prosecuted and subject to fines of not more than $500.00 per offense or $1,000.00 for each repetition of such offense. The City will also seek restitution for any costs incurred by the city and any damages to city property, including infrastructure, or the property of others as a result of the violation.
(Code 1994, § 11.36.11; Ord. No. 99-7, § 12)

11.36.12 City to monitor the move.

A Bentonville police officer must monitor the move to ensure public safety and an employee from the street department must monitor the move for infrastructure damage. The applicant is responsible for costs associated with the police officer ($150) and the street department crew ($150) to monitor the move. These fees shall be paid prior to being issued a moving permit.

11.36.13 Building permits, zoning and inspections.

Those structures allowed to move into or within the city will be treated as a new build. Prior to the issuance of any moving permit required by this article, the applicant shall apply for and receive a building permit for the structure at the final location. The structure and intended use must comply with all building and zoning codes and pass all inspections as required for new construction. The building inspections department will inspect the structure at the original location prior to the move to ensure that all disconnections have been made properly. Current electric, plumbing, and mechanical codes shall be met.

11.36.14 -Modifications and site improvement completion.

Once moved, the owner of the structure has 90 days to complete all applicable code modifications and site improvements. The structure must be connected to city electric and water such as to allow a certificate of occupancy within 90 days. If connections are not made within that time frame, the structure must be demolished by the owner or failing that, by the city, with the cost to be added as a lien against the property. Applicants may request one extension of 30 days, or longer if authorized, in order to make all code modifications and site improvements.

11.36.15 Site cleaning.

The applicant shall be liable for the cleaning and grading of the vacated lot within 14 days of building removal. Such cleaning and grading shall be in a manner that insures maintenance of the health, safety, and welfare of the public.

CHECK ALL THAT APPLY			
X	Bid Award	Bid #	17-25
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Brian Bahr

Department: Community Development

Phone: 271-5997

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for tree purchase and delivery for the 5th Annual Tree Planting Blitz on October 13 to Frank Sharum Landscape in the amount of $30,186.00. This is a budgeted item.

COST TO CITY:

Cost of this Request:	$30,186
Additional Budget Amount	$0

☑ One time amount ☐ Continuing O and M

Previously Budgeted	$	35,000
Funds Expended to Date		-
Remaining Budget		35,000
Budget Adjustment		-
Remaining After Adjustment	$	35,000

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

MEMO

To: Mayor Bob McCaslin, City Council
From: Brian Bahr, Community & Economic Development Director
CC Date: August 22, 2017
Re: Bid award for 2017 Tree Planting Blitz to Frank Sharum Landscape

Recommend Mayor and City Council award the bid for tree purchase and delivery for the 5th Annual Tree Planting Blitz on October 13 to Frank Sharum Landscape in the amount of $30,186. This is a budgeted item.

The Tree Planting Blitz, now in its fifth year, involves donations and volunteers to make an immediate impact on the environment and aesthetics of Bentonville by planting a large number of trees on public property. The 2017 project is the purchase and planting of 430 trees in 10 varieties. The city budgeted $35,000 for the project.

The invitation to bid for the purchase and delivery of trees was issued on July 3, 2017 with a bid date of July 17, 2017. The city received two bids, one from Frank Sharum Landscape and the other from Spring Creek Nursery. Frank Sharum Landscape was the low bid, at $30,186 and is within the project budget.

Thank you for your consideration. Please contact me if you have questions or want to discuss in more detail at (479) 271-5997 or bbahr@bentonvillear.com.

A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER:-----17-25
ISSUE DATE:------07-03-17
BID DATE:---------07-17-17
TIME:-------------10:00 A.M.

QUANTITY	DESCRIPTION	Extended
	Various Tree Species in 15 Gallon Containers delivered to the City of Bentonville	
	Minimum specifications attached:	$30,186.00
*	Trees must be delivered no later that October 6th 2017. Total must include delivery charges.	

GENERAL TERMS AND INSTRUCTIONS

1 **The City reserves the right to reject any and all bids or parts.**
2 Prices must be itemized. The City reserves the right to award by item.
3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
4 All bids must be signed. Unsigned bids will not be considered.
5 **Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.**
6 Failure to provide federal I.D. of social security number could result in rejection of bid.
7 Late bids will not be considered under any circumstances.
8 For further information contact: Jon Stanley, Planning Department @ (479)271-3126

Company Name: Frank Sharum [redacted] 0524
By: Frank Sharum [redacted] Ft. Smith
Telephone Number: 479-646-[redacted] State: AR

City of Bentonville 2017 Annual Tree Blitz Bid#17-25

TREE SPECIES	QUANITY	Unit price	Extended Price
Chinese Pistache	43	79.00	3,397.00
Loblolly Pine	43	60.00	2,580.00
Black Gum	43	65.00	2,795.00
Shantung Maple	43	72.00	3,096.00
Allee Elm	43	65.00	2,795.00
Willow Oak	43	60.00	2,580.00
Golden Rain Tree	43	80.00	3,440.00
London Planetree	43	70.00	3,010.00
Tulip Poplar	43	72.00	3,096.00
American Elm 'Princeton'	43	79.00	3,397.00
Total	430		$ 30,186.00

NOTES TO INCLUDE IN BID:

All trees must be in 15 gallon containers

All Tax and Delivery to the City of Bentonville shall be included in the bid price.

Delivery of trees shall be on October 6, 2016

Bid Opening July 3, 2017

Bid Closing July 17, 2017

Award bid July 26, 2017, day after City Council

For questions regarding the bid please contact Jon Stanley @ 479-27-3122 or email to jstanley@bentonvillear.com

NOTES :

City Council July 25, 2017

Award bid July 26, 2017

Actual Event Date is October 13, 2017

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

This is a request to declare certain city properties as surplus items, namely three (3) bicycles used by our police department Bike Team. The bikes are approximately 8 years old and include two (2) 29 inch Scott bikes (SN GJ074989 and SN GJ071270) and one (1) 26 inch Trek bike (SN WL3192346). These bikes were previously replaced with newer models and are no longer needed. Upon being approved for surplus these three (3) bikes can be traded to a local dealer for an approximate credit of $750.00 to be applied toward one (1) new Giant E-Bike (electric assist) mountain bike. Because the electric component of the bike supplements human power, but does not replace it, the bike would be approved for city bike trail duty. This electric assist would lessen officer fatigue and thereby increase officer safety in an emergency response situation. Sourcing this bike would also provide for a testing and evaluation period for any future purchases of similar equipment. The approximate cost to the city, after trade in allowance, based upon a proposal from Lewis & Clark would be $1,712.00 and would be sourced from the 2017 budgeted Bike Team operating expense account. This transaction would also represent a responsible disposition of the property in question and provide a cost savings to the city.

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

☐ One time amount ☐ Continuing O and M

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

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

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

PLEASE RECYCLE

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Kathy Bertschy

Department: Purchasing

Phone: 271-3115

ACTION REQUIRED:

Approval of City Council to declare certain items surplus to be sold at Public Auction in September of this year. (See Attached Lists)

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

Items for 2017 surplus Auction
Pending City Council Approval

Parks
2009 Grasshopper 61" zero turn mower
2009 Hustler 36" mower
2010 Grasshopper 61" mid deck mower
2011 Grasshopper 72" mower
2012 Hustler 72" mower
2014 Ybravo push mower (2)
2012 Gravely walk behind Trimmer (3)
2014 RedMax Trimmer (5)
2011 Stihl Backpack Blower
2011 Stihl Chainsaw
2006 Echo Chainsaw
2005 Echo Hedge Trimmer (2)
Jet Band Saw
Briggs & Stratton Generator
Husqvarna Vacuum Mulcher (2)
Echo Trimmer Power Head
2012 RedMax Handheld Blower
2011 Stihl Handheld Blower
2010 DeWalt Saws all
Echo Backpack Blower
2012 RedMax Handheld Blower
Cabio UTV
Leather Sofa (2)
Chairs (3)
Safe
Solar panels (2)
Silver Bicycle
6' Truck Tool Box
2006 Chevrolet Pickup
2006 Ford Crew Cab Pickup

Water
Gas Power Chop Saws (4)
Wacker Packer (2)
Trash pumps 2" (2)
Small Trash Pumps (lot)
500' 1" high pressure sewer hose
500' 3/4" high pressure sewer hose
Sewer testing Equipment (lot)
Small window AC unit (several)
Misc building materials (lot)
Misc survey equipment (lot)
Misc tools (lot)
Rain Gear (lot)
Refrigerator (2)
Microwave ovens (3)
Dishwasher
Electric Range
Misc Office Furniture

Water meter
Metal Lockers
File Cabinet
Office Desks (3)
Misc Desk/Stands (3)
Office Chairs (3)
Television
Couch
Arm Chairs (2)
VCR
Cabinets (3)

Inventory
Guest Chairs (5)
Book Case
Office Chairs (2)
Desks (5)
Wood chair
Metal Storage Cabinets (2)
Weed eater
Shop Vac
Tool Chest
Sprinklers (2)
Extension cord Reel
Small Cooler (2)
Metal Flat files (2)
Metal File Cabinets (7)
Misc Office Trays
Rack shelving

Public Works Maint.
72" Hustler Zero Turn Mower
52" Front Deck Grasshopper (2)
Harper Dewese Slope Mower
Hustler Trimstar Walk Behind
Toro Push Mower
Gravely Walk Behind Edger (2)
15' Bush Hog Batwing Mower
22-95-10 Bush Hog Tires
26-12 Turf Tires (4)
26-12 Paddle Tires (2)
24-12 Turf Tires (2)
22-95-10 Turf Tire
145-70-17 Truck Tires (4)
Tree Watering Bags (50)
18" New Holland Backhoe Bucket
Field Master 3PT hitch w/10" auger
Decorative Steel Trash Cans (13)

Library
Misc Office Supplies
Misc Office Machines
Misc Computer Equipment
Digital Camera (2)
Commercial Refrigerator
Commercial food warmer
Dehumidifier
Misc Framed Art
Misc donated Items
Vacuum Cleaners (2)
Flat Screen Monitors (2)
Misc Office Furniture
Rolls Wall Insulation (2)
Misc RFID Equipment
Magazine Rack

Court
Office Chairs (4)
Paper shredder
Misc office supplies

Admin
Wood Bookcases (2)
Desk Chairs (2)
Computers (lot)
Printers (lot)
Monitors (lot)
Power Supply's (lot)
Copy Machines (lot)

Wastewater
EZ-Go Golf Cart Model TXTPDS
Office chairs (3)
Yan Mar Hydraulic Pump
Rubbermaid Desks (4)
Metal Desk
Shop Brooms (5)
Tech Model Weedeater
Poulan Chainsaw
Husqvarna Leaf Blower
Air Compressor Hose & Reel
Thermalyn Furnace
Honda Pressure Washer (2)
RCA Color Television
Wood TV Stand/Storage Cabinet
Magnavox VCR
DeWalt Air compressor
Sentry Fire Safe
Polaroid Camera

Items for 2017 surplus Auction

Pending City Council Approval

Metal Lockers
Metal shop Cabinets
2007 F-350 Utility Truck
2010 F-150 Pickup (2)
2005 Sterling Tandem Axle Dump Truck
1994 Generac 150KW Generator on Trailer

Planning

Elmo Visual Presenter
TV Wall Mount 32"
Polycom Conference Phone
Stow-Away keyboard
Compaq iPAQ Pocket PC
HP Laserjet 96A Cartridge

Building Insp.

2004 Chevrolet Pickup

Engineering

2006 Chevrolet Pickup

Sign-Signal Shop

Office Desk (2)
Computer Workstation

Police

Misc Seized Items
1996 Dodge Intrepid
2001 Nissan Quest
2001 Ford Mustang
2001 Chevrolet Silverado
2003 Chevrolet Impala
2005 Chevrolet Tahoe

Dodge Pickup beds (2)
Case 850 Dozer
Dozer Ripper Teeth (4)
Electric Air Compressor
5 Gallon Air Tanks (2)
30' X 6' Steel Barn Trusses (16)
Window AC Unit
Truck Bed Tool Box
Stick Edgers (5)
Echo Shred Vaccuum (3)
Stihl Backpack Blower
Stihl Weedeaters (15)
4' Shop Fan
Misc Items, (tools, chains, etc.)
2008 Ford F350 4X4
2007 Chevrolet Colorado 4X4
2009 Chevrolet Impala

Electric

Desks (3)
Chair Mats
Concrete sleve
Storm Siren
Dozer Attachment for Skid Steer
Misc Electric items
Power Washer
1998 Ford Dump Truck
2002 ford F-750 Bucket Truck
2005 International Digger Truck
2005 Freightliner w/Auto Crane
2006 Chevrolet 1-Ton w/Utility Bed

Fire

Misc ATV Tires
Misc Vehicle Tires
Truck Tool boxes (3)
Office Chairs (7)
Leather Bunker Boots (6 Pair)
Med Coolers (2)
Television
Exercise Machine
Smoke Machine
2004 GMC Sierra 4X4
2008 Chevrolet Silverado 4X4

Sony Camera
Combination safe
Belt Press Material (7 Rolls)

Street

48" Round Tables (3)
Chairs (12)
Whirlpool Refrigerator
Tuff Stuff Lat Pull Down machine
Marcy Universal Weight Machine
Squat Rack
4' Flourescent bulbs
Emerson Microwave
27" Sharp Television
19" Emerson TV/VCR Combo
Log Grapple
Cabinet w/Wheels
Eagle Vacuum Cleaner
Metal Lockers
Window AC Unit
Desk w/Hutch
Misc Toner Cartridges
CAT Grader Blade Extension
Bolt on Loader Bucket Forks
Backhoe Asphalt Cutting wheel
Truck Tow Hooks
Truck Tool Box
Hydraulic Cylinder
Hand Crank Cable Winch
Misc Tires & Wheels
Van Ladder Rack
Utility Truck Bed
Truck Bed (Ford F-250)
Snow Plow
12 Volt Truck crane
Plymo Vent Exhaust System
Dump Truck spreader Box
Waldon Power Broom
1999 Dodge Ram 2500 4X4
2006 Chevrolet Van
2001 Ford C&C

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE, ARKANSAS AS SURPLUS PROPERTY.

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

Section 1: That certain property of the City of Bentonville, as more particularly described in the attached Exhibits, is hereby declared to be surplus and the Mayor or his designee is authorized to dispose of such property by auction or in another appropriate manner as set forth in section 3.04 of the Bentonville Municipal Code.

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		
	Ordinance		
X	Resolution		
	Other		

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Dennis Birge

Department: Transportation

Phone: 271-6840

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities from S.W. I Street and S.W. 8th Street intersection and extending east to S.E. Moberly Ln. This agreement would be funded by 8th Street Reserves and has a total amount of $128,476.53.00.

COST TO CITY:

Cost of this Request:	$128,477
Additional Budget Amount	$0

☑ One time amount ☐ Continuing O and M

Previously Budgeted	$ 8th St Reserves
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	$ -

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

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

PLEASE RECYCLE

Memorandum

To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer

Date: Monday, August 14, 2017

Re: Agreement with Black Hills Energy, 8th Street Utility Relocation

---

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities from S.W. I Street and S.W. 8th Street intersection and extending east to S.E. Moberly Ln. This agreement would be funded by 8th Street Reserves and has a total amount of $128,476.53.00.

Thank you for your consideration of this request.

Black Hills Energy

UTILITY WORK AGREEMENT
(MUNICIPALITY)

Municipality:	**City Of Bentonville, Arkansas**
Municipality's Address:	**117 W. Central Ave.**
Job Location:	**SE 8th St. from SW I St. to SE Moberly Ln.**

This Utility Work Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by and between **City Of Bentonville, Arkansas** (hereinafter referred to as "Municipality"), and Black Hills Energy Arkansas, Inc. d/b/a/ Black Hills Energy (hereinafter referred to as "BHE").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, BHE must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes BHE to do the following:

Replace and relocate an estimated total of 2,800 ft. of ¾" PE pipe, 6,575 ft. of 2" PE pipe, 100 ft. of 4" PE pipe and 1,765 ft. of 2" Steel pipe and gas services beginning at the intersection of S.W. I St. and S.W. 8th St. and extending east to S.E. Moberly Ln, due to widening and street improvements of SW 8th St. and SE 8Th St.
(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in BHE's plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND BHE AGREE AS FOLLOWS:

Black Hills Energy

1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to BHE an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. In addition, prior to BHE beginning the Work, Municipality will, at no cost to BHE, furnish BHE with all permits necessary for BHE to carry out the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, BHE hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which BHE holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights BHE shall retain so long as BHE, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for BHE' convenience; and Municipality hereby agrees that BHE, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does BHE waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or BHE in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of BHE, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. The estimated cost of the Work is $**128,476.53**. After it has completed the Work, BHE will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice.

5. BHE will perform the Work, as described on the first page of this Agreement. BHE will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond BHE' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to BHE. BHE shall not be obligated to commence the Work unless and until, at no cost to BHE, all necessary easements and rights of way have been executed, acknowledged and delivered to BHE in a form acceptable to BHE.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in BHE. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Municipality and BHE acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of BHE. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.

10. In the event BHE is required to initiate litigation to enforce the terms and conditions of this Agreement, then BHE shall have the right to recover from Municipality BHE' costs and expenses of such litigation, including reasonable attorney fees.

11. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS, INC.	City of Bentonville, Arkansas
By:_____ Todd J. Jacobs	By: _____
Its: Vice President--Arkansas Operations	Its: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH BLACK HILLS ENERGY FOR THE RELOCATION OF GAS UTILITIES.

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 Black Hills Energy for the relocation of gas utilities from SW I street and SW 8th Street intersection to SE Moberly Lane, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: Mike Bender

Department: Public Works Dir

Phone: 271-6873

ACTION REQUIRED:

Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility in the amount of $34,665.00.

COST TO CITY:

Cost of this Request:	$34,665
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: Mike Bender

CC:

Date: August 14, 2017

Re: Waiver of Bid, Johnson Controls, Inc. Preventative Maintenance Agreement

---

Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility in the amount of $34,665.00.

The departments relocated to the new facility all had preventative maintenance service agreements with Johnson Controls, Inc. to perform preventative maintenance on HVAC and mechanical systems. This agreement will replace prior agreements for the previous locations. This agreement will cover preventative maintenance of the facility's gas fired boilers, cooling tower, exhaust fans, heat pumps, infrared gas heaters, hot water pumps, split systems, VAV (Variable Air Volume) Boxes, and IT room units. Service includes equipment inspections, filter changes, and checks for proper operation. Repairs are not covered within this agreement. Repairs needed within the first year should be covered by manufacturer's warranty. When repairs are needed, Johnson Controls, Inc. will provide a detailed analysis with specifications and cost estimate.

The City has extensive history with Johnson Controls, Inc. since they are the only firm in Northwest Arkansas qualified to perform this service for large commercial buildings. Johnson Controls, Inc. performs this service on multiple facilities in the City including the Community Center.

Please call me at 479-271-6873 or e-mail me at mbender@bentonvillear.com if you have any questions.

Thank you for your consideration of this request.

REQUEST FOR WAIVER OF BID

Date 8/22/2017

Requested by: Mike Bender

Department: Public Works Director

DESCRIPTION OF REQUEST:

Type of Equipment: Preventative Maintenance Services

Year & Model:

Serial #

To Be Purchased From: Johnson Controls, Inc.

Amount:	Base Amount:	$ 34,665.00
	Tax:	
	*Other:	
	TOTAL	**$ 34,665.00**

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Johnson Controls, Inc. is the only firm in Northwest Arkansas that provides this service to large commercial facilities serviced by the size of equipment we use.

Department Head

Director of Finance & Administration

Revised 6-18-99

Planned Service Proposal

CUSTOMER BENTONVILLE CITY PUBLIC WORKS
LOCAL JOHNSON CONTROLS OFFICE 5479 HAILEY SPRINGDALE,AR 72762-7463
AGREEMENT START DATE: 08/01/2017
PROPOSAL DATE: 06/15/2017
ESTIMATE NO: 1-NATSXE0

Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS METASYS BY JOHNSON CONTROLS Johnson Controls

Executive Summary

PLANNED SERVICE PROPOSAL FOR BENTONVILLE CITY PUBLIC WORKS

Dear KATHY BERTSCHY,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year - starting 08/01/2017 and ending 07/31/2018.
- The agreement price for first year is $34665.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

[redacted]

Lisa Lorts
Customer Service Agent
(417) 520-3075

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend Asset Life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure Productive Environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote Environmental Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Planned Service Agreement

Customer Name :	BENTONVILLE CITY PUBLIC WORKS
Address:	3200 SW MUNICIPAL DRIVE BENTONVILLE,AR 72712
Proposal Date:	06/15/2017
Estimate #:	1-NATSXE0

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 08/01/2017 and will continue until 07/31/2018 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is $34665.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF BENTONVILLE
117 W CENTRAL
BENTONVILLE,AR 72712

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Lisa Lorts	**By:**
Signa [redacted]	**Signature:**
Title: Customer Service Agent **Date: 6-15-17**	**Title:** **Date:**
Signature:	**Customer PO#:**
Title: **Date:**	

JCI Branch: JOHNSON CNTRL SPRINGFLD MO FAYETTEVILLE CB - 0N57
Address: 5479 HAILEY
SPRINGDALE,AR 72762-7463
Branch Phone: (866) 208-7292

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Schedule A - Equipment List

BENTONVILLE CITY PUBLIC WORKS	3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712

Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2
Coverage Level: Basic

Services Provided	
3	Operational
1	Combustion Analysis
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #

Computer Room Unit, with Remote Condenser, <5 Tons

Quantity: 16
Coverage Level: Basic

Services Provided	
3	Operational
1	Comprehensive
4	Standard Pleated Filter Change
1	Condenser Coil Cleaning

Customer Tag	Manufacturer	Model #	Serial #

Cooling Tower, Evaporative Condenser, 300-599 Tons

Quantity: 1
Coverage Level: Basic

Services Provided	
3	Operational
1	Tower Cleaning
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 21
Coverage Level: Basic

Services Provided	
4	Operational

Customer Tag	Manufacturer	Model #	Serial #

Fan, Exhaust Fan, Wall Mounted, 6 - 15HP

Quantity: 15
Coverage Level: Basic

Services Provided	
4	Operational
1	Belt Change

Customer Tag	Manufacturer	Model #	Serial #

Heat Pump, Water Cooled, 0-5 Tons

Quantity: 44
Coverage Level: Basic

Services Provided	
1	Heating Comprehensive

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

BENTONVILLE CITY PUBLIC WORKS	**3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712**

1	Cooling Comprehensive
4	Standard Filter Change

Customer Tag **Manufacturer** **Model #** **Serial #**

Heater, Gas Infrared-All

Quantity: 28
Coverage Level: Basic

Services Provided

1	Operational

Customer Tag **Manufacturer** **Model #** **Serial #**

Packaged, Commercial, Self Contained, <40 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
4	Filter changes

Customer Tag **Manufacturer** **Model #** **Serial #**

Pump, Hot Water, 11-50 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

Customer Tag **Manufacturer** **Model #** **Serial #**

Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 7
Coverage Level: Basic

Services Provided

1	Gas Heating Comprehensive
1	Condenser Coil Cleaning
1	Cooling Comprehensive
4	Return Air Filter Change
2	Operational (Mid Season - Cooling/Heating)

Customer Tag **Manufacturer** **Model #** **Serial #**

Unit Heater, Gas Fired, 300000-600000 BTU

Quantity: 8
Coverage Level: Basic

Services Provided

1	Operational

Customer Tag **Manufacturer** **Model #** **Serial #**

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

BENTONVILLE CITY PUBLIC WORKS	3200 SW MUNICIPAL DRIVE BENTONVILLE, AR 72712

VAV Box, All Types
Quantity: 16
Coverage Level: Basic

Services Provided
4 Operational

Customer Tag	Manufacturer	Model #	Serial #

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Equipment Tasking

	Boiler, Gas-Fired, High Efficiency, >10 HP
Combustion Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Inspect condensate piping , trap and drain Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Check with appropriate customer representative for operational deficiencies Blow down boiler Inspect condensate piping , trap and drain Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

	Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valv Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Computer Room Unit, with Remote Condenser, <5 Tons

Comprehensive	Check with appropriate customer representative for operational deficiencies Check for proper humidifier operation Check humidifier pan for signs of debris Clean humidifier pan (if applicable) Replace humidifier canister or quartz bulbs (customer provided) Conduct refrigerant leak check Lubricate blower and motor bearings Check and tighten electrical connections Check contactor(s) Check operating controls Check water make-up valve for leaks Check blower motor operation Check condition and alignment of pulley and belts Check condition of evaporator coil Check condition of dry cooler or condenser coil Check condition of filters Clean condensate pan and clear drain line Check operation of reheat function Visually check for glycol leaks (if applicable) Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Review control panel for proper operation and recorded fault histories Check for proper humidifier operation Check humidifier pan for signs of debris Check water make-up valve for leaks Check blower motor operation Check condition of pulley and belts Check condenser fan motors and blades Check the dry cooler or condenser coil for debris Visually check for glycol leaks (if applicable) Check condition of evaporator coil Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical components for signs of over heating

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

	Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Standard Pleated Filter Change	Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Tower, Evaporative Condenser, 300-599 Tons

Comprehensive	Check condition of sump and basin Check for proper operation of make up water controller and adjust as needed Disassemble and clean sump level sensor (if applicable) Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check for spray nozzle blockage Check fan mechanical drive system and lubricate per manufacturer's recommendation Check belt(s) (if applicable) Check and tighten electrical connections Check operation of basin heater (if applicable) Check tower sump screens Check for proper sump pump operation Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Check condition of sump and basin Check for proper operation of make up water controller Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of heat transfer section Check for spray nozzle blockage Check fan mechanical drive system Check belt(s) (if applicable) Check operation of basin heater (if applicable) Check for proper sump pump operation Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Tower Cleaning	Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

	Drain tower and basin Remove soot and debris Clean basin Fill tower and basin Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP
Operational	Check rain guard Check and tighten electrical connections Clean area around equipment Inspect starter Lubricate as required Motor operating amps Check belt guard Check belt(s) (if applicable) Check drive condition Check electrical contacts Check fan blades Check for proper rotation Complete any required maintenance checklists, report observations to appropriate customer representative
	Fan, Exhaust Fan, Wall Mounted, 6 - 15HP
Belt Change	Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Check rain guard Check and tighten electrical connections Clean area around equipment Inspect starter Lubricate as required Motor operating amps Check belt guard Check belt(s) (if applicable) Check drive condition Check electrical contacts Check fan blades Check for proper rotation Complete any required maintenance checklists, report observations to appropriate customer representative
	Heat Pump, Water Cooled, 0-5 Tons
Cooling Comprehensive	Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

	Check contactor(s) Check condition of evaporator coil Check for proper condenser water flow Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Heating Comprehensive	Review control panel for proper operation and recorded fault histories (if applicable) Check operation of heating mode Check for proper condenser water flow Check and tighten electrical connections Check contactor(s) Check condition of evaporator coil Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Standard Filter Change	Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
	Heater, Gas Infrared-All
Operational	Check operating and safety controls, adjust as needed Clean pilot assembly, including electrode spark gap, orifice, and ignition wire Check and tighten electrical connections Inspect for leaks and report Check alignment of thermo-sensor bulb Check and clean pilot sight glass Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Packaged, Commercial, Self Contained, <40 Tons

Comprehensive	Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check for proper condenser water flow Check condition of evaporator coil Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Check for proper condenser water flow Check condition of evaporator coil Check blower motor operation Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 11-50 HP

Comprehensive	Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Split System, Cooling with Gas Heat, <7.5 Tons

Condenser Coil Cleaning	Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive	Check and tighten electrical connections Check contactor(s) Check condition of condenser coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings (if applicable) Check condition and alignment of pulley and belts (if applicable) Check condition of filters Clean condensate pan and clear drain line (if readily accessible) Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Gas Heating Comprehensive	Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation Check condition of heat exchanger Check condition of burners and clean as required in place Check for proper venting Check for leaks on gas line (within cabinet) Check condition of pulley and belts (if applicable) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating)	Check condition of condenser coil Check condenser fan motors and blades Check condensing unit electrical connections and contactor(s) Check blower motor operation Check heating operation (when applicable) Check condition of filters Check condition of pulley and belts (if applicable) Check condensate system Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

	Document tasks performed during visit and report any observations to appropriate customer representative
Return Air Filter Change	Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
	Unit Heater, Gas Fired, 300000-600000 BTU
Operational	Check integrity of unit heater supports Check condition of pulley and belts (if applicable) Check for proper fan operation Cycle thermostat and check for proper operation Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
	VAV Box, All Types
Operational	Check temperature Check damper and linkage Cycle thermostat and check for proper operation Check for leaks in air supply (if applicable) Check fan operation Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Special Additions and Exceptions

Customer will receive 10% discount off current labor rates for services outside the scope of this agreement.

**Note: JCI will have access to customer lift needed to get to hanging unit heaters.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT**. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses,

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO $250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; I FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").
Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. **Remote Monitoring Services Pricing**. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A – Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. **False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. **Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

   a. **Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

   b. **Customer Equipment**. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "**Video System Images**") of the Premises to the ROC (the "**Video System**"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

   c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing.. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

© 2017 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A CONTRACT WITH JOHNSON CONTROLS, INC. FOR MAINTENANCE SERVICE AT THE BENTONVILLE MUNICIPAL WORKS FACILITY AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a contract with Johnson Controls, Inc. for the Maintenance Service at the Bentonville Municipal Works Facility, in an amount not to exceed $34,665.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Due to the lack of other providers which are qualified and able to provide the full range of services and preventative maintenance to commercial facilities, 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		
x	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: David Wright

Department: Parks and Rec

Phone: 271-6813

ACTION REQUIRED:

City Council approval of a change order and budget adjustment, in the amount of $8,177.00, for the Melvin Ford Aquatic Center renovation project.

COST TO CITY:

Cost of this Request:	$8,177
Additional Budget Amount	$8,177

☑ One time amount ☐ Continuing O and M

Previously Budgeted	$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	8,177
Remaining After Adjustment	$ 8,177

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

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

PLEASE RECYCLE

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: August 14, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		$ 8,177.00	$ (8,177.00)
	Fund Balance	$ 8,177.00		$ 8,177.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals	$ 8,177.00	$ 8,177.00	$ -

Justification:

Budget adjustment is for final reconciliation change order for the MFAC Renovation Project. This CO is replacing eroded structural steel and door frames, adding required electrical circuts and splitting the cost for an incorrect paint color.

FOR ACCTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: Date entered: By:

Revised 5/1/07

Memo

To:	City Council, Mayor McCaslin
From:	David Wright, Parks and Recreation Director
Date:	August 14, 2017
Re:	City Council approval of a final reconciliation change order and budget adjustment for $8,177, to the Melvin Ford Aquatic Center renovation project.

Parks and Recreation Staff is asking City Council to approve the Final Reconciliation Changer Order for the Melvin Ford Aquatic Center renovation project, for $8,177. This brings the final contract price to $535,362.39.

The project reached substantial completion prior to the opening on Memorial Day weekend. However, minor work resulting from final punch list meetings has continued throughout the summer to finalize the project. This final change order includes three changes or extra work requests:

- Additional Electrical circuit in the concession to accommodate large concession equipment (drink coolers);
- Structural steel repair at the front entry and chemical room overhead door;
- Repaint building to match current building color standards.

This change order includes a budget adjustment of the same dollar figure using fund balance.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Pick-it CONSTRUCTION, Inc.
You Pick It . . . We'll Build It !

10024 N. Campbell Rd. Fayetteville, AR 72701

Change Order # 3 Project #16-52

Owner: City of Bentonville **Architect:** Crafton Tull

Project: Melvin Ford Aquatics Center Renovation

The contract is changed as follows:

		All labor, material and equipment to complete the following additions to scope of work.
	$2,800.00	Repaint Exterior
	$1,395.00	Add Circuit for Pepsi cooler
	$3,484.00	Structural Steel Repair at entry and overhead door
	$7,679.00	Subtotal
	$52.99	Bond and Insurance
	$444.59	GC OH&P
	$8,176.58	Total Add

Breakdown:

The original contract sum was	$ 503,851.00
Net change by previously authorized change orders	$ 23,334.81
The contract sum prior to this change order was	$ 527,185.81
The contract sum will be increased by this change order in the amount of	$ 8,176.58
The new contract sum including this change order will be	$ 535,362.39

The contract time will be increased by..... (0) days

Accepted By:

Contractor:	Architect:	Owner:
Print Name	Print Name	Print Name
Sign	Sign	Sign
Date	Date	Date

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: August 22, 2017

Submitted by: David Wright

Department: Parks and Rec

Phone: 271-6813

ACTION REQUIRED:

City Council approval of a resolution adopting a 10 Year Master Plan for Parks and Recreation.

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:	David Wright, Parks and Recreation Director
Date:	August 14, 2017
Re:	City Council approval of a resolution adopting the Play Bentonville 2017 Plan, a 10 Year Master Plan for Bentonville Parks and Recreation

Parks and Recreation Staff is asking City Council to adopt the 10 Year Master Plan for Bentonville Parks and Recreation. This plan, labeled as the Play Bentonville Plan, provides guidance for Elected Leaders and Staff in our efforts to provide public recreation opportunities as our community continues to grow. The goal of this process was to create a plan that serves both the existing resident population, as well as attract new development, and top talent to contribute to Bentonville as an active, vibrant and exciting recreation destination to call home.

The planning team worked for approximately nine (9) months to gather and share information with the public about the direction of public recreation in Bentonville. We hosted more than 25 public meetings and focus groups discussions with the public in an effort to create the best possible plan. Two public surveys were randomly distributed to residents to ensure information is as accurate and statistically valid as possible.

The results of our study shows some very impressive park usage numbers by our citizens. A few statistics include:

- 48% of Bentonville households utilize a Bentonville public park at least once a week;
- 34% of Bentonville households utilize a Bentonville trail one – two times per week, with an additional 25% of residents using them one or two times per month;
- 86% of Bentonville households are willing to walk or bike a ½ mile or more to get to a park;
- 80% of Bentonville residents are satisfied with the cleanliness of parks, quality of programs and overall management of the parks and trails system.

Vision for Bentonville Parks and Recreation

The plan includes three major focus areas. The plan refers to each focus area as a Vision. The first Vision is the creation of a "***Branded Loop Trail System***" connecting existing parks, new parks and neighborhoods together into a seamless recreation network. This new loop system will certainly become the crown jewel of Bentonville Parks and Recreation into future decades. Utilizing the Razorback Greenway in east Bentonville, the plans calls to create a north / south trail corridor in west Bentonville, creating a safe circular trail route around our community. This Vision comes with initiatives that guide us in creating this safe linear trail system.

- Enhance connectivity between parks and from neighborhoods to park
- Land preservation
- Civic parks and creating socializing spaces
- Art as a theme

The next focus area, or Vision as it is referred to in the plan is the ***"Creation of Park Quadrants"*** divided by Walton Boulevard and 8th Street. These major roadways either currently, or in the future, will create physical barriers in regards to park access. A major goal of this plan is to have parks accessible to our residents. This vision puts our team in position to analyze recreation opportunities in each quadrants, allowing us to ensure parkland and greenspace is distributed evenly. Highlights of this section include:

- All quadrants have trail access and connectivity
- Dog Parks in each quadrant
- Neighborhood Park Components
- Flexible play spaces
- Flexible court games – both structured and non-structured

The final Vision is ***"Enhancement of Existing Parks and New Parks".*** This vision takes us into each of our four (4) quadrants of parks, analyzes the current inventory, and make recommendations of how parks can be redeveloped or constructed to better serve our residents. Highlights of this section include:

- Addressing the current inventory of downtown parks to relieve pressure from the Downtown Square. A redistribution of activity and pedestrian traffic will assist with the excessive maintenance we currently experience. Additionally, redefined areas will provide spaces for residents to spend their leisure time as downtown becomes denser.
- Creation of civic zones within each park. This provides neighborhood park amenities in each park, regardless of their size.

- Taking sport venues to a new level by elevating a component of recreation fields to tournament quality venues. This may include synthetic turf and other amenities that enhance playing time and durability.
- Enhancing existing parks in a number of different ways. These include shifting of some park uses elsewhere, redefining or redeveloping certain facilities, and adding new uses in certain parks. This includes redeveloping part of Memorial Park to revamp the skate park and include a new cricket pitch.

Cost of Plan Implementation:

A detailed list of potential projects are in included in the Play Bentonville Plan. If every projects in this plan was to be fully constructed, the total costs of development would be in a range between $62.5M and $70M. Please know it will be difficult for the City Of Bentonville to fund $70M in park development in the next 10 years. This places a more important emphasis on creating and maintain relationships with our partners moving forward.

For example, Bentonville currently has approximately 30 miles of hard surface trails. The Walton Family Foundation funded 13 of these miles of trails in full. They contributed, either financially or with land donations to many other of those trails. Other land donations from the Walton Family Foundation include Memorial Park, Orchards Park, Lawrence Plaza, Slaughter Pen and more. Additionally, the Walton Family Foundation provided a grant to the City to fund this park plan. They have expressed an interest in assisting us as we move forward. We should continue to cultivate this relationship to benefit the residents of Bentonville.

Other government agencies, such as Arkansas Highway and Transportation and Arkansas State Parks and Recreation contribute to projects as part of state and federal funding projects. The City currently has more than $1M in trail grant funds with AHTD. These grants will evolve into an additional $2.5M in funding for trails that will not come from the City's General Fund. Many Bentonville residents and businesses have donated land for parks and trails. These donations are part of this overall price tag.

Another major partner in completing much of this plan is the Bentonville Advertising and Promotions Commission. Currently, Parks and Recreation receives about $700,000 annually from the A&P Commission. With this annual funding, the A&P has contributed towards projects like the Bentonville Community Center, Lawrence Plaza, Memorial Park Soccer Complex and more. The A&P must continue to be a major partner moving forward. Projects moving forward that make sense for A&P include the redevelopment of Phillips Park, Public Art and Downtown park improvements.

Finally, last year City Council took a major step with assisting Parks and Recreation achieve much of this plan. By reallocating the impact fees to increase the capital funds for Parks and Recreation amenities, funding is available to begin projects in growth areas of our city. Completing the buildout of Citizens Park, land acquisition in west

Bentonville for trails and beginning the development of future park property located on SW 28th Street should be the main short-term priorities for this department.

The Play Bentonville Plan is just what it says it is; A plan. It is the result of nine (9) months of community dialogue and feedback. It is an accurate reflection of the recreational needs of our residents. Adopting of this plan does not obligate Council Members to fund any of these projects. Instead, if we continue to have the values we have followed for the last decade and place an emphasis on being a community with a high quality of life, this document shows us how to best invest our financial resources and see the highest possible return.

This document will be printed and bound after the City Council adopts the plan. If you request a bound copy, please let me know. Our team will be happy to provide one to you. Until then, you can find copy of this document on the City's website at http://www.bentonvillear.com/departments/parks-and-recreation/general-information/parks-recreation-master-plan-draft/.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE MASTER PARKS PLAN OF THE CITY OF BENTONVILLE, ARKANSAS.

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

Section 1. That the Master Parks Plan of the City of Bentonville, Arkansas is herein adopted by the City Council and attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BENTONVILLE CITY COUNCIL AGENDA

Committee of the Whole **Tuesday, August 22, 2017 6:00 p.m.**
Community Development **305 SW "A" Street**
Planning Commission Meeting Room

Regular City Council Meeting **Tuesday, August 22, 2017 6:00 p.m.**
Community Development **305 SW "A" Street**
Planning Commission Meeting Room

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: August 8, 2017

AGENDA

1. Planning:

1a. **Lot Split: Lots 1 & 2, Block 3, El Contento Addition, El Contento Properties, LLC, Northwest 3rd Street & Southwest 2nd Street, A-1, Agricultural.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from un-platted section land. The new lots will be known as Lots 1 (7.67 acres) and Lot 2 (2.89 acres) of Block 3, El Contento Addition. Lot 2 will be utilized for the trail system and is indicated as "Reserved Property" on the plat. Per the requirements of the Master Street Plan, right-of-way will be dedicated along NW 3rd Street. Right-of-way along SW 2nd Street is sufficient. Both lot shave access to public utilities and a public street.

1b. **Rezoning: Aurora Development, LLC, 1118 Southwest 2nd Street, From C-2, General Commercial to C-3, Central Commercial.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-3, Central Commercial zoning is an appropriate zoning district for this designation and is consistent with the General Plan.

1c. **Rezoning: Mark Mathias, Northwest 5th Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

1d. **Rezoning: Bowser Shattuck Group, LLC, Northwest 'A' Street, From R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 6-0, 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. The DN-2 zoning designation will allow single-family or block-end townhomes to be built.

1e. **Lot Split: Lots 27 & 28 Straube Business Park, Crossmar Investments , 5300 Southwest Regional Airport Boulevard, I-1, Light Industrial.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a proposal for a lot split that will create 2 new lots from 12 existing parcels. The new lots will be known as Lots 27 (8.80 acres) and Lot 28 (7.40 acres) of Straube Business Park. Pre the requirements of the Master Street Plan, right-of-way will be dedicated along SW Regional Airport Blvd. An existing 20' utility easement that traverses the property will be vacated by a separate process prior to any building permits being issued. Cross access is being provided for future development to the west. Both lot shave access to public utilities and a public street.

2. Approval of an ordinance amending Bentonville Municipal Code, Title 11, Chapter 11.36 Moving Buildings with provisions to allow moving historic buildings within the city and to further regulate the manner of moving buildings through the city.

3. Recommend Mayor and City Council award the bid for tree purchase and delivery for the 5th Annual Tree Planting Blitz on October 13 to Frank Sharum Landscape in the amount of $30,186.00. This is a budgeted item.

4. This is a request to declare certain city properties as surplus items, namely three (3) bicycles used by our police department Bike Team. The bikes are approximately 8 years old and include two (2) 29 inch Scott bikes (SN GJ074989 and SN GJ071270) and one (1) 26 inch Trek bike (SN WL3192346). These bikes were previously replaced with newer models and are no longer needed. Upon being approved for surplus these three (3) bikes can be traded to a local dealer for an approximate credit of $750.00 to be applied toward one (1) new Giant E-Bike (electric assist) mountain bike. Because the electric component of the bike supplements human power, but does not replace it, the bike would be approved for city bike trail duty. This electric assist would lessen officer fatigue and thereby increase officer safety in an emergency response situation. Sourcing this bike would also provide for a testing and evaluation period for any future purchases of similar equipment. The approximate cost to the city, after trade in allowance, based upon a proposal from Lewis & Clark would be $1,712.00 and would be sourced from the 2017 budgeted Bike Team operating expense account. This transaction would also represent a responsible disposition of the property in question and provide a cost savings to the city.

5. Approval of City Council to declare certain items surplus to be sold at Public Auction in September of this year. (See Attached Lists)

6. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy, for the relocation of gas utilities from S.W. I Street and S.W. 8th Street intersection and extending east to S.E. Moberly Ln. This agreement would be funded by 8th Street Reserves and has a total amount of $128,476.53.

7. Staff requests approval of an ordinance to waive the requirement of competitive bidding and authorize the Mayor and City Clerk to enter into a contract with Johnson Controls, Inc. for preventative maintenance services at the Bentonville Municipal Works Facility in the amount of $34,665.00.

8. City Council approval of a change order and budget adjustment, in the amount of $8,177.00, for the Melvin Ford Aquatic Center renovation project.

9. City Council approval of a resolution adopting a 10 Year Master Plan for Parks and Recreation.