



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, October 22, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 8, 2019**

AGENDA

1. A proclamation designating October 2019 as Community Planning Month in the City of Bentonville. **(Pages 3-5)**
2. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Clearwater Investing, INC) **(Pages 6-25)**
3. Planning:
 - 3a. **Ordinance accepting a property line adjustment of Lot 26 of Huffman Addition, Brenda Compton, 209 NW D Street, R-1, Single Family Residential.**
(Pages 28-30)
The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 7 of Huffman Addition, creating new Lot 26 (+/- .27 acres). The plat dedicates a 10-foot utility easement and approximately 5.5-feet of right-of-way along NW D Street.
 - 3b. **Ordinance changing real estate from DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge, Art Condos, LLC, 609 & 610 SE E Street.**
(Pages 31-35)
The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include traditional mixed-use developments

with a focus on design character and pedestrian access. The proposed rezoning can potentially be justified due to the site's downtown location, general compatibility with the Future Land Use Plan, and surrounding uses.

- 3c. **Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial, Stearman Revocable Trust, SW H Street.**
(Pages 36-38)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas typically include uses that serve both nearby residents and the community as a whole. The proposed rezoning can potentially be justified due to the site's general compatibility with the Future Land Use Plan and surrounding uses.

- 3d. **Ordinance amending Chapter 14 Zoning Code of the Bentonville Municipal Code.**

(Pages 39-61)

The Planning Commission voted 6-0, recommending approval.

From time to time, staff reviews the existing zoning code for clarification, corrections, or updates to meet current conditions. The staff report provides a summary of the key issues and the recommended changes. Staff requests approval of the proposed ordinance to amend Chapter 14 Zoning Code.

4. City Council to consider condemning structure located at 1703 SE J Street. Please refer to attached Memo and Chief Building Inspector Lance Blasi will provide City Council current pictures of the structure at the City Council meeting.
(Pages 62-68)
5. Public hearing and ordinance vacating an Street Right of Way located in Rolling Acres Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 69-72)
6. A resolution setting a public hearing for November 12, 2019 for a Alley Right of Way Vacation requested by CEI Engineering located in Bentonville Original Subdivision.
(Pages 73-75)
7. A resolution authorizing the Mayor and City Clerk to enter into a ground lease agreement with Center City, LLC.
(Pages 76-99)
8. Bid award to ADB for the installation of approximately 1.5 miles of fiber and associated gear from the Municipal Complex to Substation "F" for \$251,673.80.
(Pages 100-102)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by:

Danielle Semsrott

Department

Planning

Phone

271-3122

ACTION REQUIRED:

A proclamation designating October 2019 as Community Planning Month in the City of Bentonville.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

Community Planning Month Proclamation

TO: City Council
FROM: Danielle Semsrott, AICP, Senior Planner
CC DATE: October 22, 2019
RE: Community Planning Month Proclamation and Artwork Unveiling

The American Planning Association and its members participate in Community Planning Month to raise the visibility of the important role of city planners and community planning across the United States. Community Planning Month is held annually in October. This year's theme is Planning for Infrastructure that Benefits All.

To celebrate, the City of Bentonville held a poster contest for junior high and high school students. The goal is to provide students the opportunity to visually express the theme of Planning for Infrastructure that Benefits All, which highlights how well-planned infrastructure projects (including roadways, transportation systems, housing, parks, and even broadband networks) strengthen communities, boost the economy, expand opportunity, and promote equitable development.

Planning Commission selected the winning artwork, which was created by Elle Spencer, an eighth grader who attends Fulbright Junior High School. Her art teacher is Jerris Palmer.

Elle will be congratulated at the poster unveiling, held before City Council at 5:45 pm on Tuesday, October 22nd. The poster will be displayed on the south side of the Community Development building for one year.

To round out the activities, staff is respectfully requesting the Mayor and City Council to proclaim October as Community Planning Month in the City of Bentonville. The proclamation is attached.

PROCLAMATION

- WHEREAS:** Change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- WHEREAS:** Community planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- WHEREAS:** The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS:** The month of October is designated as National Community Planning Month throughout the United States of America and its territories, and
- WHEREAS:** The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and
- WHEREAS:** The celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bentonville, Arkansas; and
- WHEREAS:** We recognize the many valuable contributions made by professional community and regional planners of the City of Bentonville, Arkansas and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of October 2019 as **"Community Planning Month"** in the City of Bentonville, Arkansas in conjunction with the celebration of National Community Planning Month and I further urge all citizens of the community, all civic and fraternal groups, all news media, and other community organizations to join in this recognition of our community and regional planners.

Given this twenty-second day of October, 2019, in Bentonville, in the great State of Arkansas, in the United States of America.

Stephanie Orman, Mayor
City of Bentonville





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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by:

Jim Wheelless

Department

Phone

271-3112

ACTION REQUIRED:

An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Clearwater Investing, INC)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

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

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 9th day of September, 2019, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit "B," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF October, 2019.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

Clearwater Investing, INC Annexation
EXHIBIT "A"

Clearwater Investing, INC

18-08658-001

Clearwater Investing, INC. Annexation
Exhibit "B"

Part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 19N, Range 31W
described as follows:

Beginning at the NW Corner of said 20 acres;
Thence South 400';
Thence East 200';
Thence North 400';
Thence 200' to the point of beginning, containing 1.84 acres, more or less, and
subject to Highway 102 Right of Way.



Proposed Annexation-CLEARWATER INVESTING, INC
Exhibit "A"



BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
FAX: 479-271-1712

September 9, 2019

Honorable Stephanie Orman
City of Bentonville
117 W. Central Ave
Bentonville, AR 72712



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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,

BETSY HARRELL, County Clerk

enc

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

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

FILED

2019 SEP -9 PM 3: 03

DELSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

COUNTY COURT ORDER NO. CC 2019-14

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

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

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

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


HON. BARRY MOEHRING, County Judge

Date

09/09/19

2019 2982

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

FILED
2019 SEP -6 AM 11:20
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR
CC 2019-14

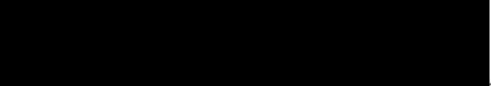
VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

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

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.


HON. BETSY HARRELL, County Clerk


HON. RODERICK GRIEVE, County Assessor



Advance Title

PCI Advance Title, LLC.
624 W. Walnut
Rogers, AR 72756
479.631.8274

Date: August 21, 2019

Watkins, Boyer, Gray & Curry, PLLC
Attn: Bill Watkins
1106 W Poplar
Rogers, AR 72726
479.636.2168

Subject: Opinion Letter for Ownership of Property

To Whom It May Concern,

Upon review of Parcel 18-08658-001, which has a legal description being: Part of the Ne $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Fractional Section 2, Township 19 North, Range 31 West in Benton County, Arkansas, more precisely described as follows: Starting at the NW Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Fractional Section 2 for the true POINT OF BEGINNING; thence South $87^{\circ}13'37''$ East, 200.00 feet; thence South $02^{\circ}19'46''$ West, 400.00 feet; thence North $87^{\circ}13'37''$ West 200.00 feet; thence North $02^{\circ}19'46''$ East 400.00 feet to the true Point of beginning containing 1.836 acres more or less and being subject to the right-of-way of Arkansas State Highway #102., Benton County, Arkansas: the current owner(s) of record is Clearwater Investments, Inc., by Quit Claim Deed filed for record August 15, 2019 as instrument number L201942252 and an Affidavit of Scrivener's Error correcting the legal description filed for record September 4, 2019 as instrument number L201946224.

Sincerely,

Authorized Countersignature

Larry Murphy
Title Operations
PCI Advance Title, LLC
479-631-8274



Date: September 4, 2019
Subject: Proposed Annexation Checklist
CC 2019-14 Bentonville, AR

☒ (A) is in writing;

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

01/04/20 ☒ (C) contains an accurate description of the relevant property or properties;
REVISED TITLE CO. LETTER SUBMITTED 9/5/16 MDM

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

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

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

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

Please contact me if you have any questions.


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

Regarding annexation petition 2019-14:

The description included in the petition on warranty deed 94-004177 is a correct description of the property to be annexed, however, the title company letter included in the petition uses a legal description from instrument number L201942252 which is incorrect. There was a scrivener's affidavit, instrument L201940676 that corrected L201935766 (which was incorrect) that was not mentioned in the title company letter correcting the point of beginning.

THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

CASE NO. 2019- 14

IN RE: ANNEXATION OF PROPERTY CONTIGUOUS TO THE
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

FILED

2019 AUG 30 PM 1:34

DETSY WATKINS
CLERK OF COURT
BENTON COUNTY, ARKANSAS

PETITION FOR ANNEXATION OF PROPERTY
CONTIGUOUS TO THE
CITY OF BENTONVILLE, ARKANSAS

COME NOW the petitioner, Clearwater Investment, Inc., owner of certain real properties located in Benton County, Arkansas, petition the Court as follows:

1. That the petitioner constitutes the sole ownership of one hundred percent (100%) of the real property that is the subject of this action.
2. That said property is contiguous to and adjoins the City of Bentonville, Arkansas. A map of the subject property is attached hereto as "Exhibit A". A legal description of the subject property is included in the deed attached hereto as "Exhibit B".
4. The Petitioner respectfully requests that said property be released by the County and annexed to, added to, and included within the boundaries of the City of Bentonville, Arkansas, pursuant to A.C.A. 14-40-609. A letter certifying that the petitioner is the sole owner of the subject property is attached as "Exhibit C". An engineer's letter certifying that no islands or enclaves will be created by this annexation is attached as "Exhibit D".
5. The City of Bentonville will extend law enforcement, life safety, and water and sewer services to the subject properties.
6. The Petitioner requests that the subject be assigned a zoning designation of C-2.
7. That the Petitioner has coordinated this annexation request with the State of Arkansas GIS office as evidenced by the letter attached hereto as "Exhibit E".

WHEREFORE, premises considered, the Petitioner prays that this Court ascertain the propriety of this petition pursuant to A.C.A. 14-40-609, enter its order releasing the subject

properties for annexation into the City of Bentonville to forward same to the City of Bentonville

pursuant to A.C.A. 14-40-609, and for all other reasonable and proper relief. 2019 AUG 30 PM 1:34

CLEARWATER INVESTMENTS, INC. HADSELL
PETITIONER CO & GRAY ATTORNEYS

BY

BILL WATKINS, Its Attorney
Arkansas Bar No. 84209
WATKINS, BOYER, GRAY & CURRY, PLLC
1106 West Poplar
Rogers, AR 72756
(479) 636-2168

VERIFICATION

I, KYLE BLEVINS, do hereby certify, upon oath, that I am the President of Clearwater Investments, Inc, and that the statements and averments contained in the foregoing Petition for Annexation are true and correct to the best of my knowledge and belief.

Kyle Blevins, President

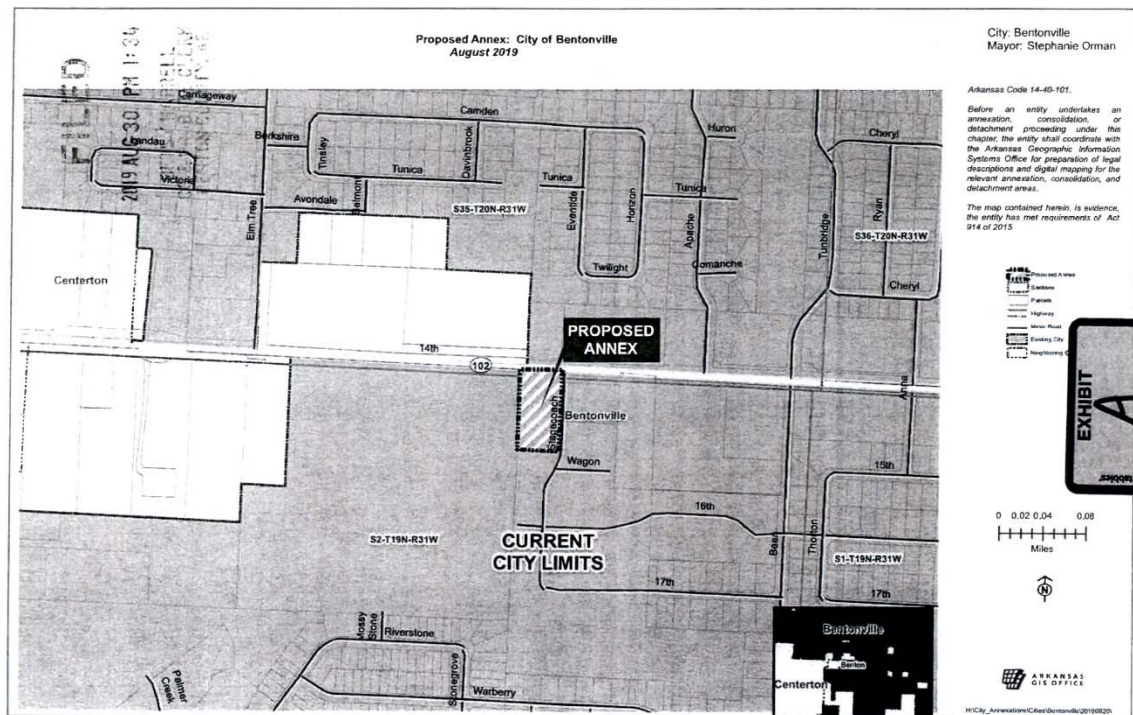
Subscribed and sworn to before me this 21st day of August, 2019.

NOTARY PUBLIC

My Commission Expires:

01-18-2022





94 004177

WARRANTY DEED

With Relinquishment of Dower and Curtesy

KNOW ALL MEN BY THESE PRESENTS

THAT we, Leroy Norton and Nada Norton, husband and wife here-

inafter called GRANTOR, for and in consideration of the sum of One and No/100 DOLLARS, and other valuable consideration in hand paid by Daniel H. Lamp and Shirley A. Lamp, husband and wife, the receipt

of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Daniel H. Lamp and Shirley A. Lamp, husband and wife hereinafter called GRANTEES, and unto their heirs and assigns forever, the following lands lying in Benton County, Arkansas, to-wit

Part of the W¹/₄ of the NE¹/₄ of the NE¹/₄ of Section 2, Township 19 North, Range 31 West described as follows: Beginning at the NW corner of said 20 acres; thence South 400 feet; thence East 200 feet; thence North 400 feet; thence West 200 feet to the point of beginning, containing 1.84 acres, more or less, and SUBJECT to Highway 102 Right of Way.

FILED FOR RECORD
At 4:30 o'clock A M

JAN 19 1994

SUE HODGES
Clock and Recorder
BENTON COUNTY, ARK.

I certify this to be a
true & correct copy
of the original document.

Signature

Under penalty of false swearing, I
certify correct amount of document
placed on this instrument.
Daniel H. Lamp
Notary Public
Rt #1 Box 402 Bentonville, Ar. 72712
Notary Address

To have and to hold the same unto the said GRANTEES, and unto their heirs and assigns forever, with all appurtenances thereunto belonging

And we hereby covenant with said GRANTEES that we will forever warrant and defend the title to the said lands against all claims whatever

That the undersigned Grantor(s) hereby convey all rights of dower, curtesy and homestead in and to said lands for and in consideration of the sum of money.

WITNESS our hands and seal S. on this 15th day of August, 19 90

(L.S.) [Redacted] (L.S.)
(L.S.) [Redacted] (L.S.)
(L.S.) Nada Norton (L.S.)

STATE OF ARKANSAS
COUNTY OF BENTON

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Leroy Norton and Nada Norton to me well known as the Grantor S. in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth

Witness my hand and seal as such notary public this 15th day of August, 1991
My Commission expires July 11, 1991

John R. Meade Notary Public





Advance Title

FILED

2019 AUG 30 PM 1:34

PCI Advance Title, LLC.
624 W. Walnut
Rogers, AR 72756
479.631.8274

DETSY HATRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Date: August 21, 2019

Watkins, Boyer, Gray & Curry, PLLC
Attn: Bill Watkins
1106 W Poplar
Rogers, AR 72726
479.636.2168

Subject: Opinion Letter for Ownership of Property

To Whom It May Concern,

Upon review of Parcel 18-08658-001, which has a legal description being: Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Fractional Section 2, Township 19 North, Range 31 West in Benton County, Arkansas, more precisely described as follows: Starting at the NE Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Fractional Section 2 for the true POINT OF BEGINNING; thence South $87^{\circ}13'37''$ East, 200.00 feet; thence South $02^{\circ}19'46''$ West, 400.00 feet; thence North $87^{\circ}13'37''$ West 200.00 feet; thence North $02^{\circ}19'46''$ East 400.00 feet to the true Point of beginning containing 1.836 acres more or less and being subject to the right-of-way of Arkansas State Highway #102., Benton County, Arkansas: the current owner(s) of record is Clearwater Investments, Inc., by Quit Claim Deed filed for record August 15, 2019 as instrument number L201942252.

Sincerely,

Authorized Countersignature

Larry Murphy
Title Operations
PCI Advance Title, LLC
479-631-8274





Bates & Associates, Inc. FILED

Civil Engineering & Surveying

7230 S. Pleasant Ridge Dr / Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350

AUG 29 PM 1:34

BETSY WIRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

August 28, 2019

Bill Watkins
Watkins, Boyer, Gray & Curry, PLLC
1106 W. Poplar
Rogers, AR 72756

Re: City of Bentonville Annexation

Dear Mr. Watkins,

The property owner is requesting to Annex into the City of Bentonville. Currently, the property is surrounded by the city of Bentonville on all four sides. This letter is to certify the following:

1. Parcel number 18-08658-001 is currently in Benton County
2. The property is contiguous to the City of Bentonville
3. The annexation will not create any islands or enclaves within the county

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

Bates & Associates, Inc.



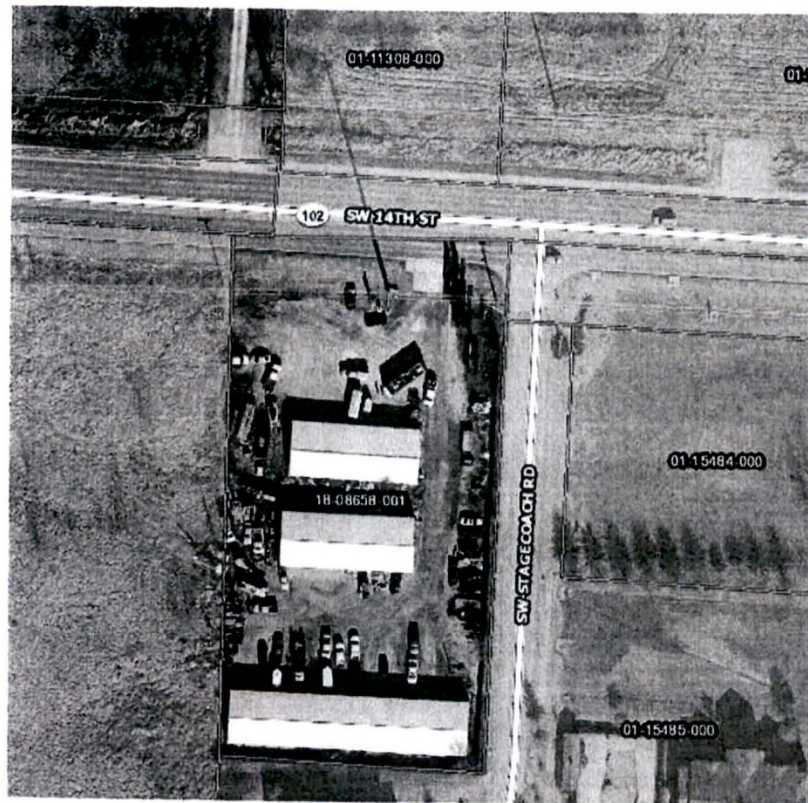
Geoffrey H. Bates, P.E. #9810
President of Engineering



FILED

2019 AUG 30 PM 1:34

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR



SUBJECT PARCEL



ARKANSAS GIS OFFICE

A Division of the Department of Transformation and Shared Services

FILED

2019 AUG 30 PM 1:34

DEPT. OF TRANSFORMATION & SHARED SERVICES
COUNTY & PRIVATE CLERK
BENTONVILLE, AR

Atty. Bill Watkins
Watkins, Boyer, Gray & Curry, PLLC
1106 W Poplar St
Rogers, AR 72756

RE: City of Bentonville Annexation Coordination Requirement

Mr. Watkins,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville located in Section 2, Township 19 North, Range 31 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Thank you,



Jennifer Wheeler, GIS Analyst
/jw

Attachments:
GIS Office Map of Proposed Annexation
Legal Description of Bethel Heights Wards
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20190820\Doc\20190820_Bentonville_Annexation_Coordination_Letter.docx

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City Council Agenda Items
For City Council Meeting of October 22, 2019
From the October 15, 2019 Planning Commission Meeting

Ordinance accepting a property line adjustment of Lot 26 of Huffman Addition, Brenda Compton, 209 NW D Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 7 of Huffman Addition, creating new Lot 26 (+/- .27 acres). The plat dedicates a 10-foot utility easement and approximately 5.5-feet of right-of-way along NW D Street.

Ordinance changing real estate from DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge, Art Condos, LLC, 609 & 610 SE E Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include traditional mixed-use developments with a focus on design character and pedestrian access. The proposed rezoning can potentially be justified due to the site's downtown location, general compatibility with the Future Land Use Plan, and surrounding uses.

Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial, Stearman Revocable Trust, SW 'H' Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas typically include uses that serve both nearby residents and the community as a whole. The proposed rezoning can potentially be justified due to the site's general compatibility with the Future Land Use Plan and surrounding uses.

Ordinance amending Chapter 14 Zoning Code of the Bentonville Municipal Code.

The Planning Commission voted 6-0, recommending approval.

From time to time, staff reviews the existing zoning code for clarification, corrections, or updates to meet current conditions. The staff report provides a summary of the key issues and the recommended changes. Staff requests approval of the proposed ordinance to amend Chapter 14 Zoning Code.



Consent Agenda Items

For Planning Commission meeting of October 15, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

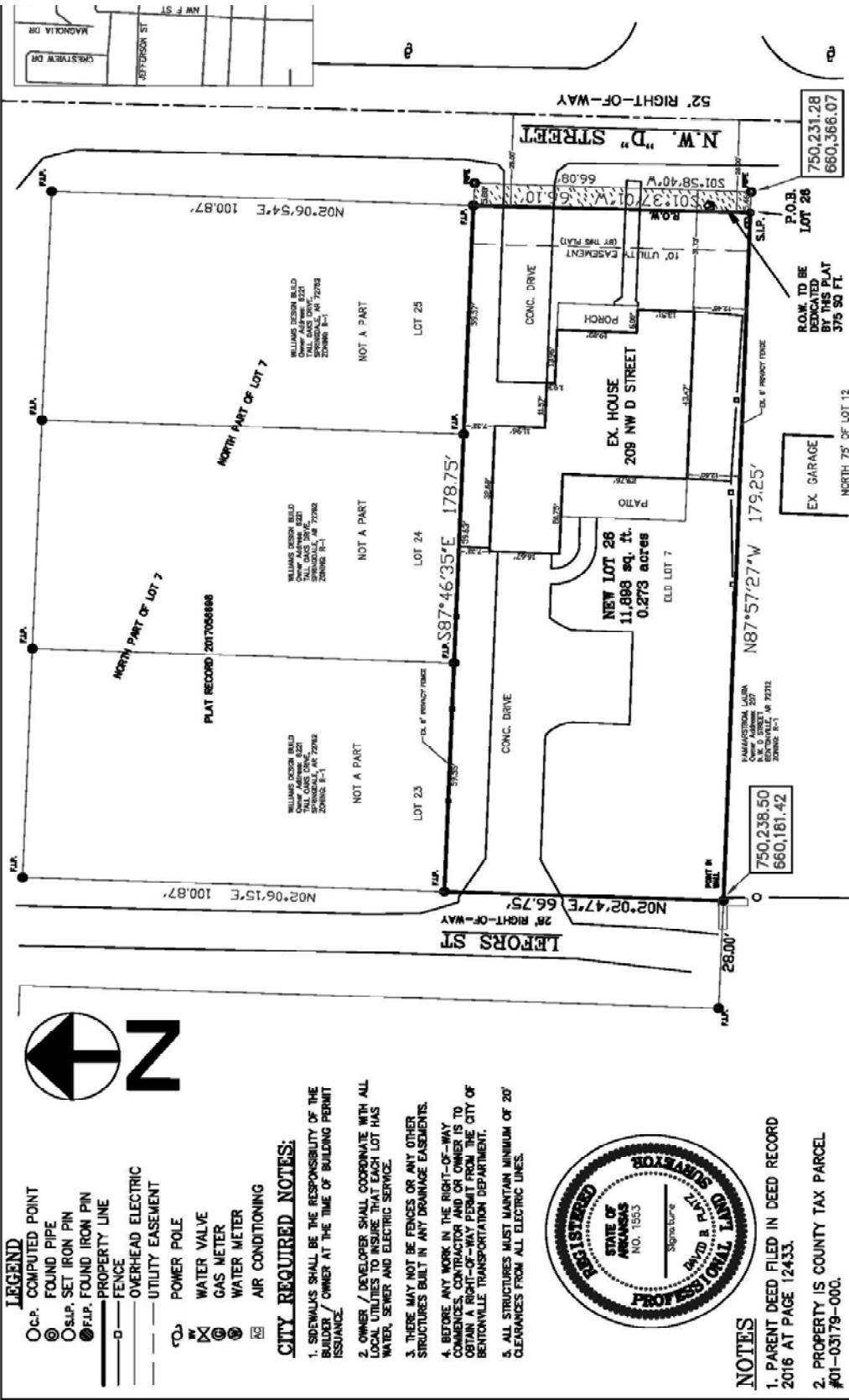
- ❖ At the Technical Review meeting held on October 8, 2019 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 26, Huffman Addition, Brenda Compton, 209 NW D Street, R-1, Single-Family Residential, (PLA19-0029)

A Property Line Adjustment of Lot 7 of Huffman Addition, creating new Lot 26 (+/- .27 acres). The plat dedicates a 10-foot utility easement and approximately 5.5-feet of right-of-way along NW D Street.

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





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 26
OF HUFFMAN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA19-0029).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 26 of Huffman Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 15, 2019; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 26 of Huffman Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Art Condos, LLC

609 & 610 SE E Street

PC Date: 10/15/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0030
Applicant / Current Owner	Art Condos, LLC 2714 Otis Corley Drive Bentonville, AR 72712
Site Area	+/- 1.15 acres
Current Zoning	DN-4, Downtown Mixed-Use Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial

Property Description

This property is located north of SE 7th Street, east of SE D Street, and west of SE E Street. The site is currently DN-4, Downtown Mixed-Use Residential. Adjacent zonings are R-3, Medium Density Residential, to the north, C-2, General Commercial, to the east, DE, Downtown Edge, to the south, and R-1, Single Family Residential to the west.

Relationship to the General Plan

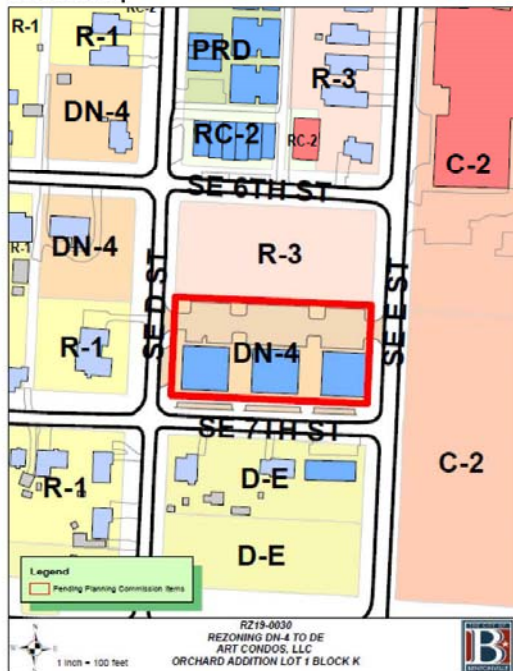
The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include traditional mixed-use developments with a focus on design character and pedestrian access.

Analysis

The proposed rezoning can potentially be justified due to the site's downtown location, general compatibility with the Future Land Use Plan, and surrounding uses.

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

Location Map





ECOLOGICAL DESIGN GROUP, INC.

314 S 3rd Street
Rogers, AR 72756

September 6, 2019

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

RE: *Rezoning Request for 609 SE D Street AND 610 SE E Street, Bentonville, AR 72712*
(Real parcel# 01-03595-000)

To The City of Bentonville Planning Commission:

On behalf of Green City Hospitality, LLC and/or Assigns, who have executed a commercial real estate contract to purchase the subject property from the current owner, Art Condos, LLC, EDG is requesting a zoning change **to Downtown Edge (proposed) from DN-4 Downtown Mixed Use Residential (current)**.

The location is desired by the applicant because of its proximity to downtown, compatibility with adjacent land uses, the existing road network, site access, and complimentary developments in the nearby area.

Concurrent with this rezoning request, we have submitted a Conditional Use Permit to construct a boutique hotel on the property.

The DE zoning district is complimentary to the Downtown Commercial land use as identified in the Bentonville Community Plan (adopted 10/23/2018). We believe the proposed use is desirable both with respect to its impact on neighboring properties and to the city as a whole. The applicant is aware the City of Bentonville will require the development to meet commercial design standards as identified in the City of Bentonville Zoning Ordinance and the City of Bentonville Land Development Code.

Proposed Use, Appearance

Kasita is a contemporary upscale boutique hotel. Kasita will begin opening its first hotels in 2020 in premier locations including Austin and Nashville, and is currently pursuing hotel projects in numerous other locations, including Portland, San Antonio, and San Diego. Kasita hopes to add Bentonville to this exclusive list of destinations.

Kasita is focused on authentic, local, personalized, frictionless experiences for the independent-minded traveler. Guests arrive at their home away from home and experience seamless service. Each Kasita offers serene privacy, abundant natural light, a functional workspace, and luxurious amenities.

Kasita does not look or feel like a conventional hotel. High-quality construction will contribute positively to the perception of the neighborhood and the site will be beautifully integrated with human-scaled buildings and attractive landscaping. The scale is primarily one-story with a limited (700

+/- sf) two-story section. Outdoor lighting will be subtle, with façade lighting on the main building along SE E Street and some landscape lighting around the perimeter of the site.

"Kasita-Bentonville," if approved, will comprise thoughtfully-designed guest suites and common spaces that inspire creativity. Floor space will total 19,000 +/- sf:

- Between 39 and 42 single-story structures of 360 +/- sf each grouped together in groups of two to four;
- (1) two-story structure housing the common room and Host quarters;
- (1) structure housing the pool room;
- (1) pool; and
- (1) patio.

We believe Kasita will actively support the promotion of Bentonville as a premier tourist destination. Located directly across the street from The Momentary contemporary art space, Kasita-Bentonville will offer seamless compatibility with the culinary, visual and performing art, and festival experiences provided by The Momentary; will complement Austin-Baggett Park to the north; and will integrate effortlessly within the existing community. Kasita is a new hotel concept whose design, configuration, and spatial impact are more residential than hotel-like in nature. The main entrance will be located at 610 SE E Street, isolated from the quieter 609 SE D Street side of the property and 7th Street.

Signage

Planned signage will be building-mounted or integrated into the landscape, and will be located on the SE E Street side (and potentially along 7th Street as well.) Signage will be finalized when the project goes through the design and LSD process, but we can confirm that signage will be tasteful, that there will be no pole-mounted signs; and that all signage will meet the standards identified by the City of Bentonville.

Traffic

Traffic volume is forecast to be low. We forecast an average occupancy rate of 80%, or an average of 32-34 guests in residence at any given time. There is no on-site restaurant or other amenities open to the general public, therefore deliveries will be limited.

Availability of Water and Sewer

8" water lines are available on three sides of the property. For sewer service to this property, there are sewer mains on the east and west sides of the property.

Attachments

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

Respectfully submitted,

ECOLOGICAL DESIGN GROUP, INC.

[Redacted Signature]

Brahm Driver, PE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ19-0030).

WHEREAS, Art Condos, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, BLOCK K OF ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, AR
AS SHOWN ON PLAT RECORD BOOK PAGE L201909341 ON 3/1/2019, RECORDED IN
THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 15, 2019 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of DN-4, Downtown Mixed-Use Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Stearman Revocable Trust

SW H Street

PC Date: 10/15/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0031
Applicant / Current Owner	Gary Stearman Trustee 12382 W Hwy 62 Farmington, AR 72730
Site Area	+/- 4.56 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located east of SW H Street and at the northwest corner of SW F Street and SW Ranch Road. The site is currently zoned PUD, Planned Unit Development. Adjacent zonings are PUD to the east and south, C-1, Neighborhood Commercial to the north, and C-3, Central Commercial to the west.

Relationship to the General Plan

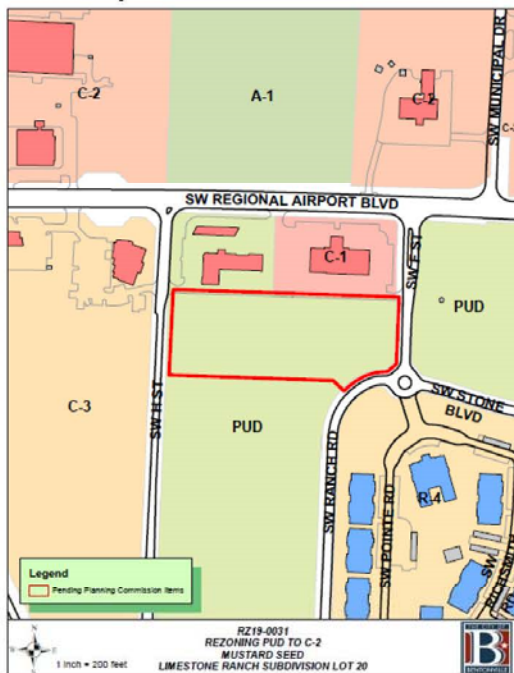
The Future Land Use Plan currently depicts this property as General Commercial. These areas typically include uses that serve both nearby residents and the community as a whole.

Analysis

The proposed rezoning can potentially be justified due to the site's general compatibility with the Future Land Use Plan and surrounding uses.

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

Location Map





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

September 4, 2019

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Mustard Seed rezoning application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Stearman Revocable Trust, Gary E Stearman Trustee, owner of real property located in the City of Bentonville, for consideration of a rezoning of request for Benton County parcel #01-14937-007 from Expired PUD, Planned Unit Development to C-2 General Commercial. The property is approximately 5.6 acres located at SW H Street in Bentonville, AR.

Pending approval of this rezoning request, a proposed large-scale development plan will be submitted. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. All necessary utilities for the proposed development are available on or adjacent to the subject tract. Zoning of the subject tract as C-2 general commercial use will be compatible with the surrounding commercial uses and provide services commonly found in the immediate area. Screening and buffering for adjacent multi-family residential uses west south of the property will be established as part of the forthcoming Large Scale Development of the subject property if applicable.

Traffic generated by this development will utilize the existing cross access easements provided from the adjoining developments to the north and connectivity to Southwest H Street, currently shown as an arterial per the Master Streets Plan. Details for signage, architectural appearance and site lighting will also be provided with the upcoming Large Scale Development plan for this project. Surrounding streets currently meet the city master street plan designations and no further street improvements are expected to be required with development of the subject property.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

[Redacted Signature]
Ryan Evitts
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0031).

WHEREAS, Stearman Revocable Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 20 OF LIMESTONE RANCH SUBDIVISION PER LOT SPLIT RECORDED AT PLAT BOOK 2016, PAGE 925 IN THE RECORDS OF BENTON COUNTY, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 15, 2019 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD, Planned Unit Development to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

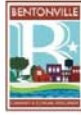
ATTEST:

MAYOR

CITY CLERK

ORDINANCE STAFF REPORT

Pg. 1



Zoning Ordinance Amendments

PC Date: 10/15/2019

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

<http://www.bentonvillear.com/198/Code-Amendments>

From time to time, staff reviews the existing zoning code for clarification, corrections, or updates to meet current conditions. The following outline is a summary of the key issues and the recommended changes. Staff requests approval of the proposed ordinance to amend Chapter 14 Zoning Code.

Ordinance Section 2: Table of Uses

ISSUE	RECOMMENDATION
1. Uses. Over time, new land uses are introduced and need to be addressed in the code. Recent requests include urban farms and event centers.	Sec. 401.05 Table of Uses. • Add “urban farm” and “event center” as a land use and establish districts where such uses are allowed by right, by condition use or as an accessory use.
2. Commercial in DN-4. The description of the DN-4 district indicates that commercial uses are encouraged as part of a mixed use building. However, several are allowed either by right or as a conditional use in the Table of Uses.	• Change retail uses shown as “allowed” to “accessory use.”

Att. A: Zoning Definitions (Sec. 201.02)

ISSUE	RECOMMENDATION
3. New and revised definitions. Clear definitions are necessary for code interpretation. Several definitions should be revised and a few added.	Sec. 201.02 Definitions. • Revise definitions for: community garden, conference/convention center, dwelling, dwelling unit, single-family dwelling, condominium, townhouse, two-family dwelling, and temporary uses. • Add new terms and definitions for: event center, urban garden, single-family attached, temporary structure, and shipping container.

ORDINANCE STAFF REPORT

Pg. 2

Att. B: Residential District Standards (Sec. 401.07)

ISSUE	RECOMMENDATION
4. Lot standards. Current code allows single family and townhouses in the R-2, R-3 and R-4 districts, however, does not provide the lot and area standards for those uses.	Sec. 401.07 (c) Residential (R) districts lot and area standards. • Add single-family building type to the R-2 and R-4 districts with associated lot and area regulations. • Add townhouse unit and townhouse structure building types to the R-2, R-3 and R-4 districts with associated lot and area standards.
5. Lot depth. Lot depth is not a necessary regulation. The lot area, lot width and setbacks will determine the depth needed.	• Delete the minimum lot depth column and associated regulations.
6. Street frontage. The minimum street frontage for culdesacs and R-3, R-4, R-MH, R-ZL and R-O is 35 feet. This requirement can be difficult to meet, especially for cul-de-sacs and more dense residential districts.	• Change the street frontage requirement for cul-de-sacs and R-3, R-4, R-MH, R-ZL and R-O zoning districts from 35' to 20', adequate to accommodate a standard driveway and necessary utility easements.

Att. C: Downtown Neighborhood District Standards

ISSUE	RECOMMENDATION
7. Uses. Single-family is an allowed use in the DN-4 district, however, is not indicated as a building type allowed in the DN-4 district.	Sec. 401.07-B (b) DN districts building types allowed. • Add single-family building type as allowed in the DN-4 district.
8. Lot coverage. Exterior lots are typically larger to meet exterior side setback requirements. Therefore, to compensate for the greater side setback requirements, the lot coverage on an exterior lot should be 5% higher than that of interior lot coverage.	Sec. 401.07-B(c) DN districts lot and area standards. • Change all exterior /corner lot coverage to 5% higher than the interior lot coverage.

ORDINANCE STAFF REPORT

Pg. 3

ISSUE	RECOMMENDATION
9. Lot splits. In the DN districts, the city has received requests to split traditional two-family structures onto separate lots, creating a single-family attached building type. Similarly, townhouses can be developed as several units on one lot, but developers often want the opportunity to split individual units onto separate lots. The current code does not have a mechanism to split such structures onto separate lots.	• Add the following building types and associated lot and area standards to the DN-2, DN-3 and DN-4 districts: ○ Single-family attached – unit ○ Single-family attached – structure ○ Townhouse – unit ○ Townhouse - structure
10. Side setbacks. The interior side yard setback calculation has been confusing, difficult to implement and has not achieved the desired goals. Staff recommends revising the setbacks to a specific number rather than a calculation.	Sec. 401.07-B(d) DN districts setback standards. • Delete the “Total minimum interior side yard setback” column and associated regulations. • Revise Yard 1 to read “detached yard.” Make all building types in DN-1 and DN-2 have an interior detached side yard setback of 7’. • Revise Yard 2 to read “attached yard” and make all districts and building types 0’.

Att. D: Accessory Uses & Structures

ISSUE	RECOMMENDATION
11. Accessory uses and structures. The footprint and setback requirements for accessory structures and accessory dwelling units are conflicting and becoming confusing to enforce. Staff recommends combining into one section to treat ADU’s when detached, similarly as any other accessory structure.	Sec. 601.01 Accessory nonresidential buildings and 601.02 Accessory dwelling units (ADUs). • Combine the regulations for all accessory structures into one section for consistency. • For ADUs, change the <i>maximum size</i> of 800 sq. ft. to maximum <i>footprint</i> of 720 sq. ft. (consistent with other accessory structures). Increase size from 40% to 50% of the sq. ft. of the primary structure. • Increase side and rear setbacks from 5’ to 7’. • Allow a 5’ setback for accessory nonresidential structures of 200 sq. ft. or less.

ORDINANCE STAFF REPORT

Pg. 4

Att. E: Temporary Uses & Structures

ISSUE	RECOMMENDATION
12. Temporary events and structures. The regulations for temporary uses and structures are vague and not accommodating for recent requests for temporary use and structures, including increased use of shipping containers used for storage purposes.	Sec. 601.25 Temporary uses and structures. • Separate temporary uses into short-term (no conditional use permit, 3 consecutive days, twice per year) and long-term (conditional use permit with additional regulations). This allows those more unique temporary uses and structures to come through the conditional use process and for the planning commission to establish conditions based on the unique use or structure. Storage shipping containers are long-term temporary structures.

Att. F: Signs

ISSUE	RECOMMENDATION
13. Special event signs. Current code does not address signs used during temporary special events.	Sec. 801.13 Signs allowed without a sign permit. • For temporary uses, establish a total display area of 36 sq. ft. and allow air-activated signs, otherwise prohibited.
14. Outdoor vendor signs. Current code does not address signs for outdoor vendors.	• Add section regulating outdoor vendor signs: attached signs not to exceed 15% of the area of the vendor conveyance and one sandwich board sign within the area allowed for the vendor.
15. DN district signs. Current code does not specify regulations for DN districts. Based on district character, signs in DN-1 and DN-2 districts should be the same as residential districts and DN-3 and DN-4 should be the same as the DC and DE districts.	Sec. 801.15 Signs allowed with a sign permit. • Add DN-1 and DN-2 to the column with the residential zoning districts. • Add DN-3 and DN-4 to the column with the DC and DE districts.
16. Wall signs. Limiting wall signs to one per wall is restrictive.	• Change regulation from <i>one wall sign</i> to a <i>cumulative total of all sign faces</i> on the wall not to exceed 15% of wall area.
17. Off-site signs. Current code infers that off-site commercial message signs are prohibited but is not clearly stated.	Sec. 801.16 Prohibited signs. • Add an exception for air-activated graphics for special events. • Prohibit off-site commercial message signs.

ATTACHMENT A Zoning Definitions

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

Sec. 201.02 Definitions

Community garden: ~~A site~~ Publicly or privately owned land used for ~~growing the~~ cultivation of fruits, vegetables, plants, ~~for food, fiber, herbs and/or flowers, which is shared and maintained by community residents.~~ by multiple users, where the primary purpose is to for education and/or to serve as a local food source or recreation for individuals without access to a home garden.

Conference/Convention Center: ~~One or more structures~~ Multipurpose commercial facilities with ~~accommodating~~ multiple assembly, meeting, and or exhibit rooms or spaces and related support facilities, such as full kitchens, offices, and lodging for the primary purpose of hosting business and professional conferences, conventions, meetings, and trade shows.

Dwelling: ~~A house, apartment building or other stationary~~ part of a building designed or primarily used for human habitation containing permanent facilities for living, sleeping, cooking, and sanitation for occupancy by one or more families. This definition does not include a recreational vehicle trailer, hotel, dormitory, hospital or other accommodations for the transient public or group living or sleeping accommodations.

Dwelling unit: A room or group of rooms ~~within a dwelling and forming a single habitable unit~~ complete, independent living unit with permanent facilities for living, sleeping, ~~and cooking,~~ and sanitation.

Dwelling, Condominium: A single dwelling unit in a multi-family structure that is separately owned ~~from the wall in~~ and that may be combined with an undivided interest in the ground, common areas and facilities of the property.

Dwelling, Single-family: A detached ~~residence~~ dwelling primarily designed for or occupied by one family only.

Dwelling, Single-family attached: Two side-by-side single-family dwellings attached by a common wall extending from the ground to the roof, with all exits opening directly to the outside, and each unit located on or capable of being located on a separate lot.

Dwelling, Townhouse unit or Row House: ~~One of a group of no less than three, nor more than twelve, attached dwelling units, each dwelling unit~~ A single dwelling unit in a townhouse structure attached to the adjoining dwelling unit by a common wall extending from the ground to the roof with all exits opening directly to the outside, and -located on, or capable of being located on, a separate lot.

Dwelling, Townhouse structure: A dwelling structure consisting of three or more attached townhouse dwelling units.

Dwelling, Two-family: A ~~residence~~ dwelling structure designed for or occupied by two families only with separate ~~housekeeping~~ living, sleeping, cooking, and sanitation ~~and cooking~~ facilities for each dwelling unit and

ATTACHMENT A Zoning Definitions

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

not located on or capable of being located on a separate lot. This definition shall include a duplex and shall not include “dwelling, accessory” or “single family attached”, which ~~is~~ are separately defined.

Event Center: A multi-purpose commercial facility with single or multiple assembly rooms or spaces and related support facilities, such as catering kitchens, indoor/outdoor seating and stage or event area for the primary purpose of hosting special events such as graduations, weddings, anniversaries, holiday gatherings, corporate functions or parties, concert settings, and general get-togethers.

Residence: A building or part of a building containing one or more dwelling units or rooming units. However, residences do not include:

- A. Such transient accommodations as transient hotels, motels, tourist homes, or similar establishments, or
- B. Dormitories, fraternity or sorority houses, monasteries or convents, or similar establishments containing
- C. group living or sleeping accommodations; or
- D. Nurses’ residences, sanitariums, nursing homes, convalescent homes, rest homes, or other sleeping or living accommodations in community facility buildings or portions of buildings used for community facility uses. See also “Dwelling.”

Temporary Uses: Land uses that are not permanent in nature and often include, but are not limited to, carnivals, circus, tent revivals, real estate sales offices, construction facilities, special sales events, community events, private special events, and Christmas tree stands.

Temporary Structure: Structures that are not attached to a permanent foundation, are not connected to water or sewer, and are not permanent in nature, often including, but not limited to tents, other structures with open walls, and shipping containers used for temporary storage.

Urban Farm: Publicly or privately owned land used for the cultivation of fruits, vegetables, plants, flowers, and/or herbs by an individual, organization or business with the primary purpose of growing food for sale located in a zoning district other than A-1, Agricultural.

Shipping Container: A container fabricated for the purpose of transporting freight or goods on a truck, railroad or ship, including cargo containers, shipping containers, storage units or other portable structures placed on private property and used for storage of items.

ATTACHMENT B Residential Districts Standards

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

Sec. 401.07 Residential districts regulations.

(c) Residential (R) districts lot and area standards.

(1) The table below establishes minimum residential lot and area standards.

**RESIDENTIAL (R) DISTRICTS
LOT AND AREA STANDARDS**

District	Building type	Min. Lot area (sq. ft.)	Min. Land area / dwelling unit (sq. ft.)	Lot width		Min. lot depth	Max. lot coverage	
				Min. lot width	Max. lot width		Interior lot	Exterior / corner lot
R-E	All	87,120 (2 acres)	-	100'	-	100'	10%	40% <u>15%</u>
R-1	All	6,000	-	60'	-	100'	40%	45%
R-2	<u>Single-family</u>	<u>6,000</u>	-	<u>60'</u>	-	100'	<u>40%</u>	<u>45%</u>
	Two-family	7,000	-	70'	-	100'	50%	55%
	Townhouses - unit	10,000 / dev. 2,000 / lot <u>3,000</u>	3,500 =	14' (interior) 21' (exterior) <u>30'</u>	-	100'	50%	55%
	<u>Townhouse - structure</u>	<u>10,500</u>	<u>3,500</u>	<u>105'</u>	-		<u>65%</u>	<u>70%</u>
	All others	6,000	6,000	60'	-	100'	40%	45%
R-3	Single-family	6,000	-	60'	-		40%	45%
	Two-family	7,000	-	70'	-	100'	50%	55%
	<u>Townhouse - unit</u>	<u>2,500</u>	=	<u>25'</u>	=		<u>50%</u>	<u>55%</u>
	<u>Townhouse - structure</u>	<u>9,000</u>	<u>3,000</u>	<u>90'</u>	=		<u>50%</u>	<u>55%</u>
	All others	6,000	6,000	60'	-	100'	40%	45%
R-4	<u>Single-family</u>	<u>6,000</u>	=	<u>60'</u>	=		<u>40%</u>	<u>45%</u>
	Two-family	7,000	--	65'	-	100'	50%	55%
	<u>Townhouse - unit</u>	<u>2,500</u>	=	<u>25'</u>	=		<u>50%</u>	<u>55%</u>
	<u>Townhouse - structure</u>	<u>9,000</u>	<u>3,000</u>	<u>90'</u>	=		<u>50%</u>	<u>55%</u>
	All others	10,000	--	65'	-	100'	50%	55%
R-MH	Manufactured home lots	4,500	4,500	50'	-	100'	30%	35%
	Manufactured home parks	11,000	3,500	60'	-	100'	30%	35%
	All others	7,000	7,000	65'	-	100'	40%	45%

ATTACHMENT B
Residential Districts Standards

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

RESIDENTIAL (R) DISTRICTS
LOT AND AREA STANDARDS

District	Building type	Min. Lot area (sq. ft.)	Min. Land area / dwelling unit (sq. ft.)	Lot width		Min. lot depth	Max. lot coverage	
				Min. lot width	Max. lot width		Interior lot	Exterior / corner lot
R-ZL	Zero lot line	4,000	--	40'	-	100'	60%	65%
	Single-family	6,000	--	60'	-	100'	40%	45%
R-O	Two-family	7,000	--	70'	-	100'	50%	55%
	All others	6,000	6,000	60'	-	100'	60%	65%

- (2) *Street frontage.* Each lot in R-1, R-2, R-C2 and R-C3 zoning districts shall have a minimum street frontage equal to the minimum lot width required at the building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than ~~35~~ 20 feet of street frontage with the two side lot lines intersecting the street diverging until they are separated by the minimum required lot width at the building line. Each lot in the remaining residential zoning districts shall have a minimum of ~~thirty-five (35)~~ 20 feet of street frontage.

ATTACHMENT C
DN Districts Standards

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

Sec. 401.07-B Downtown Neighborhood (DN) districts regulations.

(b) *DN districts building types allowed.*

(1) *Standards.* For the purposes of the Downtown Neighborhood districts, all structures must be classified as one of the building types below, as defined in Article 201 Definitions.

DOWNTOWN NEIGHBORHOOD (DN) DISTRICTS BUILDING TYPES ALLOWED							
	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-1	•						
DN-2	•	•	•				
DN-3	•	•	•	•	•		
DN-4	•	•	•	•	•	•	•

(2) *Commercial buildings.* ~~Commercial uses allowed in the DN-4 district shall be located within a mixed-use building unless Planning Commission approves a conditional use permit for a single-use commercial building.~~

ATTACHMENT C DN Districts Standards

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

(c) *DN districts lot and area standards.*

(1) Standards. The table below establishes the lot and area standards for all development in the Downtown Neighborhood districts. Accessory dwelling units (ADUs) are permitted in DN-1 and DN-2 on lots with single-family structures and do not require additional land area per the table below, but are subject to additional standards in *Article 601.02 Accessory dwelling units.*

DOWNTOWN NEIGHBORHOOD (DN) DISTRICTS
LOT AND AREA STANDARDS

District	Building Type	Min. Lot Area (sq. ft.) (A)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage (C)	
				Min. Lot Width (B)	Max. Lot Width	Interior lot	Exterior /corner lot
DN-1	Single-family	6,000	--	60'	N/A --	40%	40% 45%
	Single-family, alley access	5,000 4,000	--	40'	N/A --	50%	50% 55%
	Single-family, no alley access	5,000	--	50'	N/A --	50%	50% 55%
	<u>Single-family attached - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>50%</u>	<u>55%</u>
	<u>Single-family attached - structure, alley access</u>	<u>4,000</u>	--	<u>40'</u>	--	<u>50%</u>	<u>55%</u>
DN-2	<u>Single-family attached - structure, no alley access</u>	<u>5,000</u>	--	<u>50'</u>	--	<u>50%</u>	<u>55%</u>
	Two-family, alley access	5,000 4,000	--	40'	N/A --	50%	50% 55%
	Two-family, no alley access	5,000	--	50'	N/A --	50%	50% 55%
	<u>Townhouse - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>60%</u>	<u>65%</u>
	<u>Townhouse cluster - structure</u>	15,000 7,500	2,700 2,500	125' 75'	N/A --	60%	60% 65%

ATTACHMENT C DN Districts Standards

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

District	Building Type	Min. Lot Area (sq. ft.) (A)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage ©	
				Min. Lot Width (B)	Max. Lot Width	Interior lot	Exterior /corner lot
DN-3	Single-family, alley access	5,000 <u>4,000</u>	--	40'	N/A --	50%	50% <u>55%</u>
	Single-family, no alley access	5,000	--	50'	N/A --	50%	50% <u>55%</u>
	<u>Single-family attached - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>50%</u>	<u>55%</u>
	<u>Single-family attached – structure, alley access</u>	<u>4,000</u>	--	<u>40'</u>	--	<u>50%</u>	<u>55%</u>
	<u>Single-family attached – structure, no alley access</u>	<u>5,000</u>	--	<u>50'</u>	--	<u>50%</u>	<u>55%</u>
	Two-family, alley access	5,000 <u>4,000</u>	--	40'	N/A --	50%	50% <u>55%</u>
	Two-family, no alley access	5,000	--	50'	N/A --	50%	50% <u>55%</u>
	<u>Townhouse - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>65%</u>	<u>70%</u>
	<u>Townhouse cluster - structure</u>	15,000 <u>7,500</u>	2,700 <u>2,500</u>	125' <u>75'</u>	N/A --	65%	65% <u>70%</u>
	Multi-family <u>and all others not listed</u>	20,000 <u>10,000</u>	800	125'	N/A --	65%	65% <u>70%</u>
DN-4	Single-family, alley access	5,000 <u>4,000</u>	--	40'	50'	50%	50% <u>55%</u>
	Single-family, no alley access	5,000	--	50'	N/A --	50%	50% <u>55%</u>
	<u>Single-family attached - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>50%</u>	<u>55%</u>
	<u>Single-family attached – structure, alley access</u>	<u>4,000</u>	--	<u>40'</u>	--	<u>50%</u>	<u>55%</u>
	<u>Single-family attached – structure, no alley access</u>	<u>5,000</u>	--	<u>50'</u>	--	<u>50%</u>	<u>55%</u>
	Two-family, alley access	5,000 <u>4,000</u>	--	40'	50'	50%	50% <u>55%</u>
	Two-family, no alley access	5,000	--	50'	N/A --	50%	50% <u>55%</u>
	<u>Townhouse - unit</u>	<u>2,000</u>	--	<u>20'</u>	--	<u>65%</u>	<u>70%</u>
	<u>Townhouse cluster - structure</u>	15,000 <u>7,500</u>	2,700 <u>2,500</u>	125' <u>75'</u>	N/A --	65%	65% <u>70%</u>
	Multi-family	20,000 <u>10,000</u>	800	125'	N/A --	75%	75% <u>80%</u>

ATTACHMENT C DN Districts Standards

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

District	Building Type	Min. Lot Area (sq. ft.) (A)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage ©	
				Min. Lot Width (B)	Max. Lot Width	Interior lot	Exterior /corner lot
	Mixed-use <u>and all others not listed</u>	10,000	800	75'	N/A <u>==</u>	75%	75% <u>80%</u>

(2) Street frontage. All lots in the DN districts shall have a minimum street frontage of 20'.

(d) *DN districts setback standards.* The table below establishes the setback standards for the Downtown Neighborhood districts. ~~The required setback for townhouses applies to townhouse clusters. No setback is required between individual townhouse dwelling units within the same townhouse cluster.~~

DOWNTOWN NEIGHBORHOOD (DN) DISTRICTS
MINIMUM SETBACK STANDARDS

District	Building type	Front Yard		Side Yard					Rear Yard (R)
				Exterior / Corner Side Yard (CS)		Interior Side Yard (S)			
		Min. (F1)	Max. (F2)	Min.	Max.	Total Min. (% of lot width)	Detached Yard 1	Attached Yard 2	
DN-1	Single family <u>All</u>	15'	25'	15'	N/A =	25%	10' <u>7'</u>	Remainder of total, but no less than 5' <u>0'</u>	25'
DN-2	<u>Single family and Two-family</u>	<u>12'</u>	<u>25'</u>	<u>12'</u>	<u>25'</u>		<u>7'</u>	<u>0'</u>	<u>25'</u>
	Single family with lot width > 50' & two-family <u>with</u> alley access	15'	25'	12'	N/A	20%	7'	Remainder of total, but no less than 5'	25'
	Single family with lot width > 50' & two-family <u>without</u> alley access	15'	25'	12'	N/A	25%	10'	Remainder of total, but no less than 5'	25'
	Single family with lot width equal to or < 50' & two-family	15'	25'	12'	N/A	25%	7'	Remainder of total, but no less than 5'	25'
	Townhouse <u>cluster, block-end, and all others not listed</u>	15' <u>12'</u>	25'	12'	N/A <u>25'</u>	N/A	10'	10' <u>0'</u>	25'

ATTACHMENT C
DN Districts Standards

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

District	Building type	Front Yard		Side Yard					Rear Yard (R)
				Exterior / Corner Side Yard (CS)		Interior Side Yard (S)			
		Min. (F1)	Max. (F2)	Min.	Max.	Total Min. (% of lot width)	Detached Yard 1	Attached Yard 2	
DN-3	Single-family and Two-family	10'	20'	10'	20'		7'	0'	25'
	Single family with lot width > 50' & two-family with alley access	15'	25'	10'	N/A	30%	7'	Remainder of total, but no less than 5'	25'
	Single family with lot width > 50' & two-family without alley access	15'	25'	10'	N/A	25%	10'	Remainder of total, but no less than 5'	25'
	Single family with lot width equal to or < 50' & two-family	15'	25'	10'	N/A	25%	7'	Remainder of total, but no less than 5'	25'
	Townhouse cluster	15' 10'	25' 20'	10'	N/A 20'	N/A	10'	10' 0'	25'
	Multi-family: block-end, and others not listed	15' 10'	25' 20'	10'	N/A 20'	N/A	12' 10'	12' 0'	25'
DN-4	Single-family & two-family	10' 8'	20' 15'	8'	N/A 15'	25%	7'	Remainder of total, but no less than 5' 0'	25'
	Townhouse cluster	10' 8'	20' 15'	8'	N/A 15'	N/A	10'	10' 0'	25'
	Multi-family	10' 8'	20' 15'	8'	N/A 15'	N/A	12' 10'	12' 0'	25'
	Mixed-use and others not listed	0'	15'	0'	10' 15'	N/A	0', 8' 12' if adjacent to a non mixed-use building	Same as Yard 1 0'	25'

ATTACHMENT D Accessory Structures and Uses

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

Sec. 601.01 Accessory ~~nonresidential buildings~~ structures.

(a) ~~Attached accessory~~ General. An accessory ~~nonresidential building~~ structure may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.

(b) ~~Size. An accessory building shall have a footprint no larger than 720 square feet.~~

(1) Standards. The table below establishes the maximum size standards for accessory structures.

	Detached Nonresidential	Detached Accessory Dwelling	Attached Accessory Dwelling
Size			
% of livable floor area of primary structure	40%	40% <u>50%</u>	40% <u>50%</u>
Max. footprint	720 sq. ft.	800 sq. ft. and no more than 2 bedrooms <u>720 sq. ft.</u>	--
Lot coverage	As required by zoning district	As required by zoning district	As required by zoning district

(2) Total area. Total area cumulative of all accessory ~~nonresidential buildings~~ structures shall not exceed ~~40%~~ 50% of the total area of the primary structure.

(3) Exception. ~~Except that ADU's~~ Accessory structures in the A-1 and RE districts may be allowed a maximum footprint of ~~up to~~ 1,000 square feet ~~in size~~.

~~A variance to the requirement may be requested in accordance with Article 301 Administration and Enforcement. An accessory building footprint in excess of 720 square feet shall be required to have a building permit and shall conform to required setbacks and shall not be located in any easement.~~

(c) ~~Setbacks. No detached accessory nonresidential building with a footprint of 720 square feet or less shall be located closer than five (5) feet to any side or rear lot line.~~

(1) Standards. The table below establishes the minimum setback standards for accessory structures.

	Detached Accessory Nonresidential	Detached Accessory Dwelling	Attached Accessory Dwelling
Front setback	As required by zoning district	As required by zoning district	As required by zoning district
Side setback	5' <u>7'</u>	As required by zoning district <u>7'</u>	As required by zoning district
Rear setback	5' <u>7'</u>	As required by zoning district <u>7'</u>	As required by zoning district

ATTACHMENT D
Accessory Structures and Uses

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

- (2) Corner lots. In the case of a corner lot, said accessory ~~building structure~~ shall not project beyond the building line ~~of the primary structure required~~ or existing primary structure on the adjacent lot. ~~Accessory buildings shall meet the front building setbacks for the zone it is to be located.~~
- (3) Distance from primary structure. ~~Any detached accessory structure in excess of 200 square feet shall be located a minimum of 10' from the primary structure.~~
- (4) Size variance. An accessory ~~nonresidential building~~ structure footprint in excess of 720 square feet ~~as approved through a variance~~ shall conform to the required setbacks of the zoning district.
- (5) Exception. ~~Any accessory non-residential structure less than 200 square feet and not attached to a permanent foundation, shall have a minimum side and rear yard setback of five feet (5') and shall meet the front setback as required by the zoning district.~~
- (d) Height. Accessory ~~buildings~~ structures shall not exceed the maximum height as allowed by the ~~appropriate table for~~ zoning district in which it is located.
- (e) Barns and stables. Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which it is located.
- (f) ~~Facade~~ Architectural design. The façade of the accessory structure shall have a similar architecture to that of the main structure. In commercial districts, the accessory structure shall meet the design standards for large-scale developments.
- (g) Location. ~~No permanent accessory structure over 200 square feet shall be located in an easement. Accessory structures under 200 square feet and not attached to a permanent foundation may be located in an easement as long as it can easily be moved out of the easement if necessary.~~

~~Sec. 601.02~~ — Accessory dwelling units (ADUs).

- (h) Accessory dwelling unit additional requirements.
 - (1) Occupancy.
 - a. A1, RE, R1, DN-1 Districts – owner-occupied. Either the primary or accessory dwelling unit shall be owner-occupied. “Owner-occupied” shall mean a property owner who makes his or her legal residence at the site as evidenced by voter registration, vehicle registration, or similar means, and at no time receives rent for the owner-occupied unit.
 - b. C2, I1 and I2 districts – caretaker only. ADU’s in the C2, I1 or I2 districts shall be used solely for a watchman, caretaker or custodian of the facility or use on the same site. The caretaker unit shall not be separately rented, let, or leased to other than the caretaker. The caretaker shall be employed, whether compensation is direct or indirect, principally on the lot for purposes of care and protection of persons, plants, animals, equipment or other facilities on-site.
 - (2) ADUs per lot. Only one ADU shall be ~~permitted~~ allowed per lot.

ATTACHMENT D
Accessory Structures and Uses

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

- (3) *Lot coverage.* ~~The ADU shall not cause the property to exceed the maximum amount of lot coverage permitted by the zoning district.~~
- (4) *Setbacks.* ~~shall meet the setback requirements of the zoning district in which the property is located.~~
- (5) *Location.* ~~The ADU shall not be located in the front setback or be located such that the ADU building line is closer to the front property line than the primary structure.~~
- (6) *Size.* ~~An ADU shall be no larger than 40% of the livable floor area of the primary structure, shall not exceed 800 square feet in size and shall not have more than two bedrooms. Except that ADU's in the A-1 and RE district may be allowed up to 1,000 square feet in size.~~
- (7) *Architectural design.* The addition of an ADU shall be allowed only if the appearance and character of the lot and neighborhood are maintained. The design of the ADU shall be consistent with the design of the primary structure and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.
- (8) *Entrances and stairs.* Only one entrance to the primary structure and only one entrance to the detached ADU shall be visible from the front street. For the purpose of this regulation, the front street shall be defined as the street with the address. Exterior stairways shall not be constructed on the front of the principal dwelling unit.
- (9) *Occupancy standards.* ~~The total number of occupants in the ADU shall not exceed four (4).~~
- (10) *Parking.* No additional parking spaces are required. A maximum of one additional off-street parking space may be provided for the ADU and shall be paved.
- (11) *Compliance with applicable codes.* The ADU shall comply with all standards for health and life safety codes, building codes, as well as zoning codes as adopted by the City, except as provided in this chapter.
- (12) *Sewer and water connections.* The ADU shall be served by the existing primary ~~residence's~~ dwelling's sewer and water connections and water meter. The water meter size shall not be increased for the purpose of serving the ADU.
- (13) *Subdivision.* The accessory dwelling unit, or the land on which the ADU is located, shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit or the land on which the principal dwelling unit is located.
- (14) *Recording.* ~~The applicant shall provide a covenant in a form acceptable to the City Attorney and suitable for recording with the County Clerk, providing notice to future owners or long term lessors of the subject lot that the existence of the ADU is predicated upon the occupancy of either the ADU or the principal dwelling by the property owner.~~

ATTACHMENT E
Temporary Uses and Structures

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

Sec. 601.25 Temporary uses and structures. ~~Temporary uses, buildings and structures, not used for dwelling purposes, may be placed on a lot or parcel and occupied only under the following conditions:~~

- (a) Purpose. To establish regulations that:
 - (1) Reasonably allow for land use and structures on a temporary basis that are not appropriate on a long-term/permanent basis;
 - (2) Provide for the health, safety and welfare of surrounding properties and the community;
 - (3) Provide predictable outcomes for applicants; and
 - (4) Promote economic development.
- (b) ~~Exemption~~ Short-term temporary uses or structures.
 - (1) Applicability. The regulations for short-term temporary uses or structures shall apply to temporary uses located in and/or temporary structures will not require a conditional use permit if they meet the following requirements: The use and/or structure shall not that do not exceed three (3) days in a 12-month time period per location, no more than two times per calendar year; the temporary structure shall not create a traffic or parking hazard; or the temporary structure or use is an, except outdoor vendors otherwise regulated in this chapter.
 - (2) Regulations. Short-term temporary uses and/or structures shall be allowed without obtaining a conditional use permit, however, shall comply with the following:
 - a. Site access. The site shall have access drives so located as to minimize traffic hazards.
 - b. Nuisance control. The property owner shall take adequate measures to prevent odor, dust, noise, lights, trash, debris, and traffic from becoming a nuisance to uses on adjacent properties.
 - c. Fire code. All temporary structures shall meet City of Bentonville Fire Code, as approved by the Fire Marshal.
- (c) Long-term temporary uses or structures ~~Conditional use permit required.~~
 - (1) Applicability. The regulations for long-term A-temporary uses and/or structures shall apply to such as a carnival, circus, church tent revival, temporary tent sales, sales using non permanent temporary structures, and outdoor sales/service activity or similar temporary uses that do not meet the exemption requirements shall be permitted temporary uses and/or structures that do not meet the applicability or otherwise meet the regulations for short-term temporary uses or structures. Such temporary uses and structures include manufactured homes as temporary classrooms and shipping containers used for storage purposes.
 - (2) Regulations. Long-term temporary uses and/or structures shall be allowed only with an approved conditional use permit and shall comply with the following and any additional conditions established by the Planning Commission as part of approval of the conditional use permit.

ATTACHMENT E
Temporary Uses and Structures

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

- a. Zoning districts allowed. Long-term temporary uses and/or structure shall be allowed only in a non-residential zoning district and shall have no facilities located nearer to a residential district than 200 feet ~~and no nearer a occupied residential structure than 300 feet.~~
- b. *Site access.* The site shall have access drives so located as to minimize traffic hazards.
- c. *Nuisance control.* The applicant shall show, and provide as part of the conditional use permit application, that adequate measures will be taken to prevent odor, dust, noise, lights, trash, debris, and traffic from becoming a nuisance to uses on other adjacent properties.
- d. Fire code. All temporary structures shall meet City of Bentonville Fire Code, as approved by the Fire Marshal.
- e. Time period. Planning Commission shall determine the time period of approval based on the request in the conditional use permit application, the nature of the use or structure, and nearby uses. Each conditional use permit for such an enterprise shall be valid for a period of not more than 15 days and shall not be permitted for more than two (2) such periods for the same location within any one calendar year.
- f. *Setbacks.* Long-term temporary structures shall meet the setbacks of the zoning district in which it is located and in no instance placed in front of the primary structure.

~~(d) Temporary classrooms. Said classrooms shall meet local codes and ordinances. Said buildings shall be removed within fifteen (15) days after construction of any permanent structure intended for expansion purposes is complete. The temporary classrooms shall not be allowed more than eighteen (18) months, unless expressly authorized by the Planning Commission.~~

ATTACHMENT F
Signs

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

801.13 Signs allowed without a sign permit.

- (4) *Temporary signs.*
- a. *Residential uses.* Each legal dwelling unit may have a total display area (cumulative of all temporary signs on the lot) of 24 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
 - b. *Non-residential uses.* Each non-residential establishment may have a total display area (cumulative of all temporary signs on the lot) of 36 square feet at all times. Such signage may be used to display any protected noncommercial message but may not be used for general advertising for hire.
 - c. Temporary uses. Any temporary use that meet the requirements of a “short-term temporary use” as regulated in Sec. 601.25 may have a total display area (cumulative of all temporary signs on the lot) of 36 square feet and may use air-activated signs, otherwise prohibited in this article.
- (5) *Window and door signs.* Window and door signs are allowed subject to a maximum area that does not exceed 40% of the window or door area.
- (6) Outdoor vendor signs. Signs for outdoor vendors shall be considered part of the approved outdoor vendor permit and shall comply with the following:
- a. Attached signs: Signs may be attached to the vending conveyance. The cumulative total of all signs attached to the conveyance shall not exceed 15% of the surface area of the conveyance.
 - b. Detached signs: Outdoor vendors are allowed one sandwich sign not to exceed 6 square feet in size and 4 feet in height within the allowed outdoor vending space.

ATTACHMENT F Signs

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

801.15 Signs allowed with a sign permit.

Sign Type	ZONING								Use	No. Allowed	Max. Height	Max. Area (per sign face)
	A1, RE R1, R2, R3, R4, RC-2, RC-3 PRD, <u>DN1,</u> <u>DN2</u>	RO	C1	C2	C3	<u>DC & DE, DN3, DN4</u>	<u>I1 & I2</u>	PUD				
Freestanding	•								Subdivision & Multifamily	2/street entrance	6 ft.	32 sq. ft.
	•								Non -residential	1/street entrance	6 ft.	32 sq. ft.
		•							All	1/lot	6 ft.	32 sq. ft.
			•						All	1/street frontage	6 ft.	32 sq. ft.
				•			•	•	Single tenant	1/street frontage	8 ft.	60 sq. ft.
				•			•	•	Multiple tenant	1/street frontage	12 ft.	100 sq. ft.
					•				All	1/street frontage	6 ft.	32 sq. ft.
Wall	•	•							Residential	1/building	1 ft. above roof peak	4 sq. ft., non-illuminated
	•	•							Non-residential	1/building	1 ft. above roof peak	25 sq. ft.
			•	•	•	•	•	•	All	1/wall OR 1/wall of each suite <u>No maximum number; however, the total area cumulative of all sign faces cannot exceed 15% of the wall area for the building, or suite if applicable.</u>	1 ft. above roof peak	15% of wall area* (includes awning, canopy, projecting and roof signs) 25 sq. ft. min. allowed

ATTACHMENT F
Signs

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

801.16 Prohibited signs.

The following signs shall be prohibited, and may neither be erected nor maintained, unless otherwise specifically allowed within this Article.

(a) *Generally prohibited.* The following signs and methods of drawing attention, as defined in this Article, are prohibited:

1. Air-activated graphics, ~~except as allowed for special events in Sec. 801.13(4) Temporary signs;~~
2. Pole signs;
3. Rotating or revolving signs;
4. Commercial handheld signs,
5. Portable message center signs.
6. Off-site commercial message signs.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14 ZONING CODE OF THE
BENTONVILLE MUNICIPAL CODE.

WHEREAS, the City of Bentonville periodically reviews the Zoning Code to identify needs for clarification or updates to meet current conditions.

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

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

Section 2. That Bentonville Municipal Code, Chapter 14 Zoning Code, **Sec. 401.05 Table of uses for zoning districts** shall be and is hereby amended with the following:

(d) *Uses allowed as an accessory use.* Where the letter “A” appears in the box where the land use row and the district column intersect, the use is allowed as an accessory use to the primary use and shall not be a primary use and is subject to all development standards.

Use Regs.	A1	RE	R1	R2	R3	R4	R-C2	R-C3	R-MH	R-ZL	RO	DN-1	DN-2	DN-3	DN-4	C1	C2	C3	DC	DE	I1	I2
community garden	•	•	•	•	•	•	•	•	•	•	•	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>			•				
<u>urban farm</u>		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	•	•	•	•	•	•	•
home occupation – type A	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>			<u>•</u> <u>A</u>	<u>•</u> <u>A</u>	<u>•</u> <u>A</u>		
office – small scale, less than 4,000 sq. ft.											•			C	<u>•</u> <u>A</u>	•	•	•	•	•	•	•
medical services – doctor office											•			<u>C</u>	<u>A</u>	•	•	•	•	•		
personal services											C			C	<u>•</u> <u>A</u>	•	•	•	•	•		
artisan shop														C	<u>•</u> <u>A</u>	•	•	•	•	•		
bakery								<u>P</u> <u>•</u>						C	<u>•</u> <u>A</u>	•	•	•	•	•		
convenience store that sells beer and/or light wine for off-site consumption														C	<u>•</u> <u>A</u>	•	•	•	C			
restaurant								C						<u>P</u> <u>A</u>	<u>•</u> <u>A</u>	C	•	•	•	C		
restaurant, microbrewery														<u>P</u> <u>A</u>	<u>•</u> <u>A</u>	C	C		C		C	C
retail, small scale, less than 4,000 sq. ft.														<u>•</u> <u>C</u>	<u>•</u> <u>A</u>	•	•	•	•	•	•	
sidewalk café in public right of way														<u>•</u> <u>C</u>	<u>•</u> <u>A</u>			•	•	•		
<u>event center</u>	<u>C</u>													<u>C</u>	<u>C</u>	<u>C</u>	•	<u>C</u>	•	<u>C</u>	•	•

Section 3. That Bentonville Municipal Code, Chapter 14 Zoning Code, **Sec. 401.03 Calculations and measurements** shall be and is hereby amended with the following:

- (a) *Measuring lot width.* Lot width is measured from side lot line to side lot line along the front building setback line.

Section 4. That Bentonville Municipal Code, Chapter 14 Zoning Code, **Sec. 501.06 Number of off-street parking spaces required** be amended by adding the following:

(f) *Standards.*

Land Use	Parking Ratio
<u>Event center</u>	<u>1 space for every 4 occupants at the maximum permitted occupancy allowed under the building code and 1 space per 1 employee based on the largest shift.</u>

Section 5. That the following sections of the Bentonville Municipal Code, Chapter 14 Zoning Code, shall be and are hereby amended with the respective attachment, an electronic copy and paper copy of which are on file with the City Clerk, and are hereby adopted by reference as though they were copied herein fully:

- **Sec. 201.02 Definitions** amended with Attachment A: Zoning Definitions;
- **Sec. 401.07 Residential (R) districts regulations** amended with Attachment B: Residential District Standards;
- **Sec. 401.08-B Downtown Neighborhood (DN) districts regulations** amended with Attachment C: DN Districts Standards;
- **Sec. 601.01 Accessory non-residential buildings** and **Sec. 601.02 Accessory dwelling units** amended with Attachment D: Accessory Uses & Structures;
- **Sec. 601.25 Temporary uses and structures** amended with Attachment E: Temporary Uses & Structures; and,
- **Article 801 Sign Ordinance – Private Property** amended with Attachment F: Signs.

Section 6. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2019.

Approved:

ATTEST:

Mayor Stephanie Orman

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by:

Lance Blasi

Department

Building Inspection

Phone

271-6882

ACTION REQUIRED:

City Council to consider condemning structure located at 1703 SE J Street. Please refer to attached Memo and Chief Building Inspector Lance Blasi will provide City Council current pictures of the structure at the City Council meeting.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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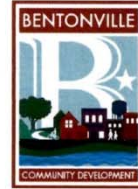


PLEASE RECYCLE



MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Lance Blasi, Chief Building Inspector
CC Date: October 22nd, 2019
Re: 1703 SE J Street- Unsafe/unsightly structure.



The house at this location has been abandoned for several years with a fire causing damage to the roof and exterior areas (see attached pictures). Utilities have been disconnected for several years, the exterior mechanical equipment and other parts of the structure have been vandalized and a fire caused the city Fire Department to cut a hole in the roof and has left the structure unsafe. Further issues exist with the failure of the owner to secure entry into the house and make repairs to the house resulting in multiple violations to the city Property Maintenance Code.

Please contact Lance Blasi with any questions or concerns regarding the Hearing at 479-271-3125 or lblasi@bentonvillear.com

05-28-2019 03:02:12 PM GPS X= 36.353149 Y= -94.196737



06-27-2019 09:48:21 AM GPS X= 36.353149 Y= -94.197042



06-27-2019 09:49:07 AM GPS X= 36.353180 Y= -94.1966...



05-28-2019 03:01:41 PM GPS X= 36.353119 Y= -94.196949







RESOLUTION NO. _____

A RESOLUTION CONDEMNING A STRUCTURE AS A NUISANCE

WHEREAS, on August 27, 2019, the Bentonville City Council adopted a resolution declaring a structure located at 1703 Southeast J Street and owned by Steven and Debbie Goldmeier to be a nuisance as allowed by the City Code of Ordinances and setting the matter for a hearing, and

WHEREAS, notice of the hearing, including the reason for the nuisance declaration and the right to appear and present evidence at the hearing was given to the property owner and posted on the property as required by the City Code, and

WHEREAS, the Council has conducted a hearing including affording the property owner the opportunity to present evidence concerning the property and why it should not be condemned.

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

Section 1. The structure located at 1703 Southeast J Street and owned by Steven and Debbie Goldmeier is hereby declared to be and condemned as a nuisance.

Section 2. If the conditions resulting in the property being declared a nuisance are not abated within 30 days, the City shall proceed to remove the conditions leading to this nuisance declaration and condemnation as allowed by law.

Approved this _____ day of _____, 2019.

HON. STEPHANIE ORMAN, Mayor

Attest:

HON. LINDA SPENCE, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

Public hearing and ordinance vacating an Street Right of Way located in Rolling Acres Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

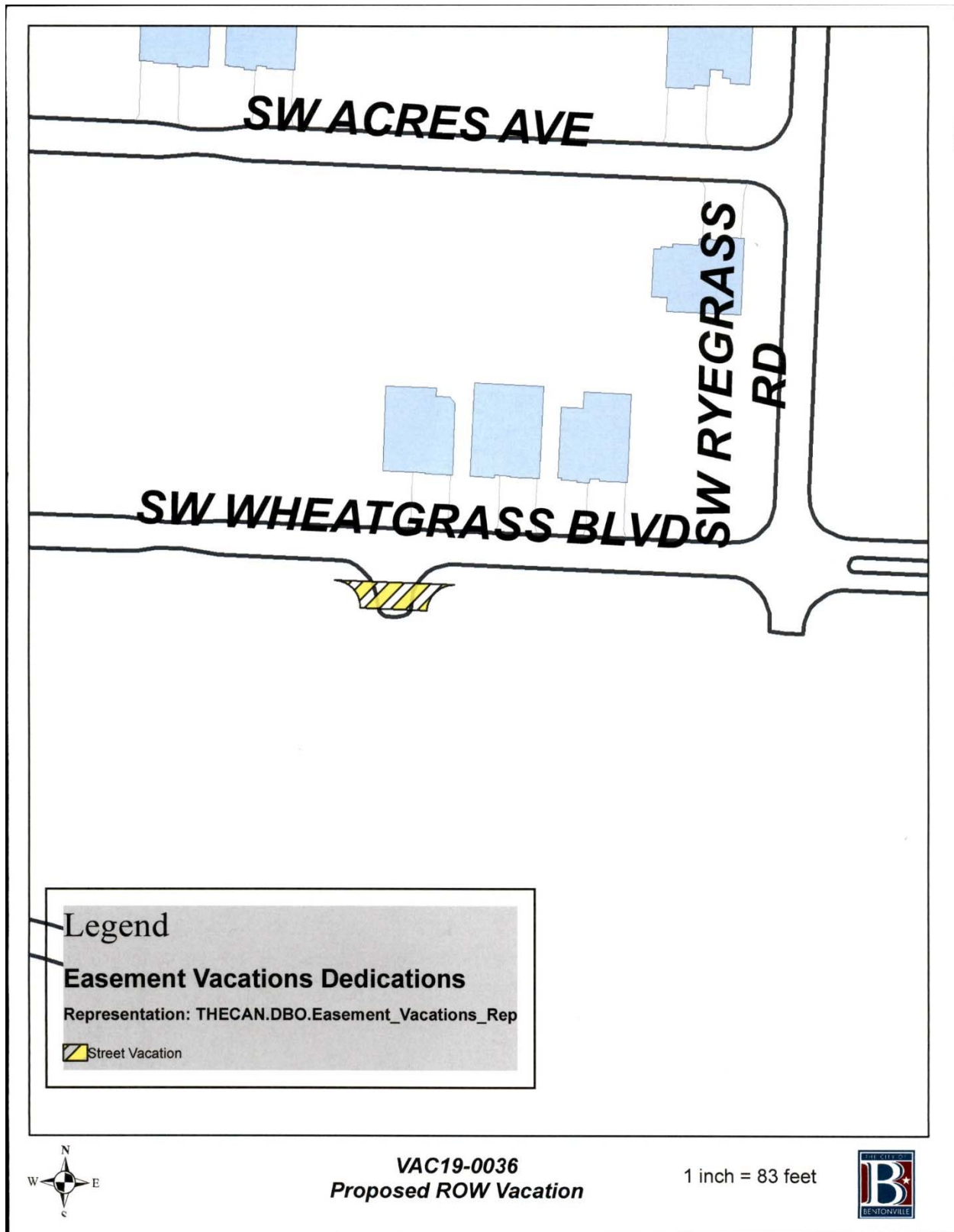
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PLEASE RECYCLE





ORDINANCE NO _____

ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED IN ROLLING ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0036).

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

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 523, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2; THENCE S 35°25'53" E 67.02 FEET, TO A POINT; THENCE S 87°37'17" E 292.35 FEET, TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET; THENCE S 87°37'17" E 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 11.05 FEET AND CHORD BEARING AND DISTANCE OF N 18°12'01" E 10.91 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 20.37 FEET AND CHORD BEARING DISTANCE OF N 63°12'01" E 19.50 FEET; THENCE N 87°37'17" W 90.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 9140.01 SQUARE FEET OR 0.20 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

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

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

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

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 523, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2; THENCE S 35°25'53" E 67.02 FEET, TO A POINT; THENCE S 87°37'17" E 292.35 FEET, TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND CHORD BEARING AND DISTANCE OF S

42°37'17" E 28.28 FEET;THENCE S 87°37'17" E 50.00 FEET;THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 11.05 FEET AND CHORD BEARING AND DISTANCE OF N 18°12'01" E 10.91 FEET;THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 20.37 FEET AND CHORD BEARING DISTANCE OF N 63°12'01" E 19.50 FEET;THENCE N 87°37'17" W 90.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 9140.01 SQUARE FEET OR 0.20 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

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

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 523, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2;THENCE S 35°25'53" E 67.02 FEET, TO A POINT;THENCE S 87°37'17" E 292.35 FEET, TO THE POINT OF BEGINNING;THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET;THENCE S 87°37'17" E 50.00 FEET;THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 11.05 FEET AND CHORD BEARING AND DISTANCE OF N 18°12'01" E 10.91 FEET;THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 20.37 FEET AND CHORD BEARING DISTANCE OF N 63°12'01" E 19.50 FEET;THENCE N 87°37'17" W 90.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 9140.01 SQUARE FEET OR 0.20 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

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

Section 4: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 8, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3118

ACTION REQUIRED:

A resolution setting a public hearing for November 12, 2019 for a Alley Right of Way Vacation requested by CEI Engineering located in Bentonville Original Subdivision.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows (VAC19-0034):

A tract of land being part of a 12' Alley between Lots 172 & 173 of the Replat of Banks Lot Split of the W1/2 of Lot 158 of Original City of Bentonville as recorded in Plat Book 2006, Page 1420 and Lot 157 of Original City of Bentonville as recorded in Plat Book 3, Page 163 in the Public Records of Benton County, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing November 12, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by:

Debbie Griffin

Department

Administration

Phone

254-2028

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into a ground lease agreement with Center City LLC.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** ("**Lease**") is hereby effective as of November 1, 2019 ("**Effective Date**"), by and between the **CITY OF BENTONVILLE** ("**Landlord**") and **CENTER CITY, LLC**, an Arkansas limited liability company ("**Tenant**" together with the Landlord, the "**Parties**").

1. **Premises:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of land situated in Benton County, Arkansas, consisting of approximately 0.57 acres of land, said property being described more particularly as the "footprint" described below and further depicted on **Exhibit A** attached hereto (the "**Premises**").

A part of Lot Twenty-Two (22) Block 1 of Railroad Addition as shown on Plat Record Book 2010 Page 463 and filed for record at the Benton County Clerk's Office, Benton County Arkansas and more particularly described as follows:

Commencing at the Northwest Corner of said Lot Twenty-Two (22) Block 1 of Railroad Addition to the City of Bentonville, Benton County, Arkansas;

Thence South 87°46'23" East 5.78 feet to the Point of Beginning;

Thence South 87°46'23" East 126.22 feet;

Thence South 01°57'05" West 121.14 feet;

Thence South 87°56'46" East 49.35 feet;

Thence South 02°14'51" West 53.42 feet;

Thence North 88°06'00" West 176.42 feet;

Thence North 02°19'11" East 175.41 feet to the Point of Beginning, containing 214825.38 square feet or 0.57 acre, subject to easements and Rights of Way of record.

2. **Permitted Use:** Tenant shall have the right to use the Premises for the construction and operation of a parking garage and related building, structures, and improvements (the "**Parking Garage**"), and all ancillary uses reasonably related thereto, including, without limitation, the storage of any equipment or materials used in connection with the development and construction of the commercial building to be located adjacent to the Parking Garage and which will be owned by Tenant (the "**Permitted Use**"). Except for temporary uses, lasting less than a week, Tenant shall not use or permit use of the Premises other than as described herein.

3. **Terms and Options:** This Lease is for an initial "**Initial Term**" of forty-five (45) years beginning on the Commencement Date and ending on December 31, 2064 (the "**Expiration Date**"), unless sooner terminated as herein provided. The "**Commencement Date**" shall be

January 1, 2020. Tenant shall also have two (2) consecutive options (each, a “**Renewal Option**”) of ten (10) years (each, a “**Renewal Term**” and any Renewal Term together with the Initial Term, the “**Term**”) each to extend the Lease. Tenant shall comply with the terms set forth below to be entitled to exercise the extension.

A. **TERMS CONCERNING RENEWAL OPTIONS.** Tenant shall be entitled to extend this Lease pursuant to the above paragraph upon compliance with all terms and conditions of this agreement in addition to the following:

- i. Tenant shall provide Landlord with written notice of Tenant’s intent to exercise a Renewal Option at least six (6) months, but no greater than twelve (12) months, prior to the expiration of the Initial Term or any prior Renewal Term (a “**Renewal Notice**”). Within thirty (30) days of the delivery of a Renewal Notice, a condition assessment shall be performed by an engineer specializing in restoration and refurbishment, the cost of which shall be split equally by the Landlord and Tenant. The engineer shall be selected by the Landlord, in accordance with applicable laws and policies governing the selection of professional services consultants. Upon receipt of the report from the engineer, as a condition to Tenant commencing a Renewal Term, the Tenant shall complete all reasonable repairs recommended by the engineer.
- ii. The rent for each Renewal Term will be determined based on the fair market value of the Premises for the renewal period at the time the option to renew is exercised. The fair market value shall be based on the air rights associated with the Premises. If the parties cannot agree on an appraiser to determine the fair market value, each party may submit two names and the appraiser to be used will be chosen by lot. Each party shall pay one-half the cost of the appraisal.

B. **TENANT’S FIRST RIGHT TO NEGOTIATE.** If a Renewal Notice is not timely given pursuant to paragraph 3(A)(i), or with respect to the final Renewal Term, no earlier than six (6) months prior to the end thereof, the Landlord may provide written notice to the Tenant that it intends to continue operating the Premises for the Permitted Use and intends to engage a third party to lease the Premises for such purpose (a “**Continuation Notice**”), and if Tenant has otherwise materially complied with all of the terms and conditions of this Lease, then Tenant shall have a first right to negotiate with Landlord, for a period of three (3) months, the terms and conditions of a new lease of the Premises (without regard to any reversion of the Parking Garage to the Landlord at the end of the Term) as may be mutually acceptable to Landlord and Tenant in their sole discretion. Such three (3) month period shall commence as of the date of the Continuation Notice.

4. Base Rent: As consideration for the Landlord’s agreement to lease the Premises to the Tenant under the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that

on or prior to the Commencement Date, Tenant shall deliver to Landlord a one-time, lump sum payment in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) as rent for the Initial Term. As additional consideration, Landlord shall obtain the exclusive right throughout the Term to use fifty-two (52) parking spaces to be located on the first floor of the Parking Garage (the "**Reserved Spaces**"), subject to any shared parking arrangements Landlord may have with other parties; provided, however, to the extent all of the Reserved Spaces cannot be accommodated on the first floor of the Parking Garage, the Tenant shall reserve such additional parking spaces as necessary in the Parking Garage to ensure that the total number of Reserved Spaces is fifty-two (52). The Reserved Spaces and ingress and egress drives thereto shall be accessible to the City during all hours of operation of the Parking Garage. Additionally, Tenant shall make available all spaces on the second floor of the Parking Garage for public parking commencing at 5:30 p.m. on Friday evenings and ending on Monday at 7:00 a.m., holidays (those recognized by the City by closure of its primary offices), and after business hours (5:30 p.m. to 7:00 a.m.) during weekdays. Landlord acknowledges and agrees that the rights conferred herein shall not commence until the Parking Garage is fully constructed. The Tenant reserves all rights to enforce the foregoing restriction on the use of the Parking Garage by the public, including, without limitation, the towing of vehicles that are present beyond the applicable periods allowed.

5. Additional Rent: Landlord shall pay real estate taxes, all special assessments and all other property assessments for the Premises and the Parking Garage directly to the taxing authority prior to the date the same are delinquent., Landlord shall thereafter present a statement to Tenant for the tax payment made for the Premises and Parking Garage, and Tenant shall remit same to Landlord in full within sixty (60) days. Tenant shall be authorized to challenge the assessment with regard to the Premises and the Parking Garage through the usual procedures applicable to such matters and Landlord will have no responsibility with regard to making such challenges. Tenant shall pay (i) all sales and use taxes (if any) solely relating to Tenant's use and occupancy of the Premises, (ii) all personal property and other taxes on Tenant's personal property located at the Premises or Parking Garage, (iii) all water, sewer and other utilities serving the Premises in accordance with Section 7, and (iv) all fines, fees, charges, penalties and interest imposed by any governmental authority or utility solely arising from Tenant's failure to pay charges required under this Lease. Tenant shall, at its expense, obtain the insurance described in Section 15. Tenant is not obligated to pay any charges under any instruments of record regarding the Premises unless such obligations are expressly set forth in this Lease.

Notwithstanding the foregoing, in no event shall Tenant be required to pay any assessments lienied against the Premises prior to the Commencement Date.

6. Tenant's Work: Within thirty-six (36) months following the Commencement Date, Tenant shall, at Tenant's sole cost, construct all improvements necessary for Tenant's Permitted Use at the Premises, including, without limitation, the Parking Garage, at Tenant's sole cost, in accordance with Sections 6 and 7 of this Lease (the "**Tenant's Work**"). Tenant may construct, remodel, and/or remove any and all property and equipment from and to the Premises as required, at Tenant's sole discretion, for the Tenant's Permitted Use. It is agreed that from the commencement of demolition to completion shall be accomplished within eighteen (18) months so as to not limit access to City and public parking any longer than necessary. All such Tenant's Work will be performed in a good and workmanlike manner, in accordance with applicable laws,

ordinances, rules and regulations (collectively, "**Laws**"). Tenant agrees to allow Landlord to install and operate at the Premises, at Landlord's sole cost and expense, security monitoring equipment as part of the Landlord's overall City facility security monitoring and Tenant shall install and operate, at Tenant's sole cost and expense, security monitoring equipment in areas not covered by Landlord's system, as is usual and customary for a parking garage of similar size located in a downtown urban location. Both Landlord and Tenant agree to allow the other free access to any images or data created and stored from any security monitoring equipment it may install on the premises.

- A. **DEMOLITION AND BOND.** The parties agree that there presently exists on the Premises certain City owned parking facilities (the "**Existing Improvements**"). Tenant agrees that all costs and expense associated with the demolition and removal of the Existing Improvements shall be the responsibility of the Tenant. Tenant also agrees to pay the costs of any reasonably necessary construction to physically connected City-owned real estate arising from the demolition or construction on the leased premises to maintain the characteristics of the overall property existing before this lease. Tenant shall provide, at its expense, to Landlord, either a letter of credit from a recognized and reputable financial institution or a surety bond, either being in an amount equal to the engineer or architect's estimate of construction costs to guarantee and indemnify the Landlord for loss of the Existing Improvements in the event that the Existing Improvements are demolished and Tenant thereafter fails to construct the Parking Garage as set forth herein (the "**Demolition Security**"). Upon the completion of construction of the Parking Garage, the Demolition Security shall be terminated by Landlord.
- B. **BUILDING MATERIALS AND METHODS.** Lessee agrees to use commercially reasonable materials in the construction of the Parking Garage and the improvements therein including components and methods for a 50-year useful life or longer. Tenant further agrees to use materials and methods that will protect the long-term integrity of the Parking Garage. Tenant further agrees to comply with all requirements of the City of Bentonville pertaining to land development and nothing contained herein shall be construed to limit the City of Bentonville's application of its requirements pertaining to land development.
- C. **TITLE TO TENANT'S WORK AND PARKING GARAGE.** Title to Tenant's Work and the Parking Garage and to all removable property at the Premises shall be vested in and remain in Tenant throughout the Term. Upon the expiration or earlier termination of this Lease, title to Tenant's Work and Parking Garage shall automatically pass to and become vested in Landlord; subject, however, to Tenant's right to remove all of Tenant's furniture, trade fixtures, equipment, and inventory from the Premises, as set forth in paragraph 23 hereto.
- D. **AS-BUILT DRAWINGS:** Prior to being issued a Certificate of Occupancy for the Parking Garage to be constructed on the Premises, Tenant will provide to Landlord "as

built" drawings showing the as constructed Parking Garage and related improvements on the Premises.

7. **Compliance with Law:** Tenant, at Tenant's expense, shall comply with all Laws applicable to Tenant's use and occupancy of the Premises for the Permitted Use and relating to any structures or improvements constructed by Tenant thereon. Without limiting the foregoing, solely with respect to violations of Laws caused by Tenant, its employees and agents, Tenant shall promptly cure all violations of Law as to which a notice of violation has been issued or as to which a directive or order has been issued by any governmental authority, promptly discharge of record any such notice or violation, promptly comply with any such order or directive, and pay all fines, penalties, interest and other costs imposed by any governmental authority in connection with any violation or requirement of Law by Tenant.

8. **Utilities:** Tenant shall pay the cost of all utilities serving the Premises.

9. **Tenant's Right of First Refusal:** From the Effective Date through the end of the Term, as extended, if Landlord receives a bona fide offer to purchase the Premises that Landlord intends to accept (the "**ROFR Offer**"), Landlord shall provide Tenant with a copy of the ROFR Offer. Tenant shall have thirty (30) calendar days from its receipt of the ROFR Offer to provide Owner with its written acceptance of the terms and conditions set forth in the ROFR Offer. If Tenant either rejects the ROFR Offer or fails to respond to Owner within the time period stated herein, the Owner may sell the Premises to the party who submitted the ROFR Offer, subject to the terms of this Lease. If Tenant accepts the terms and conditions set forth in the ROFR Offer, the parties shall, within thirty (30) calendar days from the date that Tenant provides Owner with its written acceptance, execute a purchase and sale agreement for the Premises (the "**ROFR PSA**"). If the parties work in good faith to negotiate the ROFR PSA but are unable to execute the ROFR PSA within said time period, the Owner may sell the Premises pursuant to the ROFR Offer, subject to the terms of this Lease. Landlord and Tenant agree that if Landlord fails to sell the Premises pursuant to the ROFR Offer, then Tenant's right of first refusal shall continue in full force and effect. Neither this Section, nor any transaction arising out of this Section, shall restrict, limit or affect Tenant's leasehold interest in the Premises in any way.

10. **Inspection Period:** Tenant shall have sixty (60) days after the Effective Date of this Lease (the "**Inspection Period**") to conduct any and all tests and investigations with respect to the Premises that Tenant may desire, including architectural, engineering, surveys, soil boring and environmental tests and investigations to determine the feasibility of developing the Premises (collectively, "**Feasibility Studies**"). Landlord shall cooperate with Tenant and its agents in permitting access to the Premises to conduct the Feasibility Studies, and Tenant shall use commercially reasonable efforts to not unreasonably disturb Landlord's current use of the Premises. Tenant shall repair any damage to the Premises caused by such tests and investigations and shall restore the Premises as nearly as practical following the inspection period. Tenant shall have the right to terminate this Lease, for any or no reason, prior to the expiration of the Inspection Period by written notice to Landlord, in which event this Lease shall be deemed null and void. The Inspection Period shall automatically be extended for (i) an additional thirty (30) days if Tenant is required to have the Premises rezoned or (ii) an additional ninety (90) days if Tenant is required to obtain a conditional use permit.

11. Parking Usage Assessment: On or before thirty (30) months from the date a Certificate of Occupancy is issued following the completion of Tenant's Work, Landlord and Tenant agree to conduct regular parking assessments (no more than once each year), at Landlord's or Tenant's request, of the usage and availability within the parking garage to determine (a) whether any additional parking spaces may be available for public use, and (b) whether the parking garage may be made available at additional times (nights, weekends, and special events) for public use. Either party may request such an assessment, and the party so requesting shall be solely responsible for the cost and expense associated with conducting such assessment. Tenant shall not be required to make available any additional parking spaces for Landlord's (other than the exclusive use described in Section 4 herein) or the public's use, but shall work in good faith with the Landlord to determine if any such additional public use is feasible. Tenant reserves the right to charge parking fees (other than the exclusive and public use described in Section 4 herein) for any additional spaces that are made available within the Premises, at Tenant's sole discretion. Further, if following an assessment the Tenant makes available additional parking spaces to the Landlord or the general public, Tenant reserves the right following a subsequent assessment to take back any parking spaces for exclusive use by Tenant, Tenant's tenants, and Tenant's invitees excluding those spaces allocated to Landlord and the public pursuant to Section 4 herein.

12. Maintenance: Tenant, at its sole cost, shall be responsible for the condition, management, all repairs, replacement, and maintenance of the Premises, including but not limited to the roof, foundation, and structural integrity of the Parking Garage on the Premises. Tenant shall keep the Premises in good working condition and in a clean, litter-free and professional appearance at all times. Landlord shall have no responsibility to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises, or to incur any expenses with respect to the Premises.

Landlord shall have the right to inspect or have the Parking Garage inspected, no more often than annually, for the purpose of confirming whether the Parking Garage is being maintained in accordance with the maintenance plan for the Parking Garage provided by Nabholz Construction Company and/or Desmond Design Management (the "**Maintenance Plan**"). Landlord shall also have the right to inspect the Premises at any reasonable time if it has reason to believe the Premises and Parking Garage are not in compliance with the terms of this Agreement. If such an inspection reveals any failure to comply with the Maintenance Plan, Landlord shall give notice of such to Tenant and Tenant shall correct such deficiencies and provide evidence thereof to Landlord within six (6) months from the date of Tenant's receipt of the forgoing notice. If Tenant disputes the deficiencies or the necessary correction thereof, it may require mediation of such dispute prior to Landlord taking any additional steps to enforce its rights under this Agreement, with the parties to equally divide the costs of any such mediation.

Nothing herein shall be construed to abrogate or limit the authority of Landlord to act to enforce health and safety rules otherwise applicable in the City.

13. Environmental: During the Inspection Period, Tenant may perform a Phase I and/or II Environmental Audit using Tenant's selected firm. Tenant shall have no responsibility for

hazardous materials or environmental issues located within the Premises prior to the Effective Date, or which were subsequently brought thereon by Landlord or any other tenant of Landlord (if any), or Landlord's employees, agents or contractors.

Tenant hereby represents to Landlord:

A. Tenant, at Tenant's expense, shall comply, and comply, in all material respects at all times, with all Laws relating to public health and safety and protection of the environment ("**Environmental Laws**") to the extent applicable to Tenant's use and occupancy of the Premises. Such compliance includes Tenant's obligation, at its expense, to take remedial action when required by Law and to pay all fines, penalties, interest and other costs imposed by any governmental authority in connection with any violation or requirement of Law by Tenant, its employees or agents.

B. Tenant shall notify Landlord promptly if (i) Tenant becomes aware of the presence or release of any hazardous substance at, on, under, within, emanating from or migrating to the Premises in any quantity or manner, which could reasonably be expected to violate any Environmental Law, or (ii) Tenant receives any written notice, claim, demand, request for information or other communication from a governmental authority, or a third party, regarding the presence or release of any hazardous substance at, on, under, within, emanating from or migrating to the Premises or related to the Premises which could reasonably be expected to violate any Environmental Laws.

C. With respect to any violation of applicable Environmental Laws by Tenant, its agents or employees, Tenant shall take and complete any remedial action required by applicable Environmental Laws with respect to the Premises in full compliance with all Laws and shall, when such remedial action is completed, submit to Landlord written confirmation from the applicable governmental authorities that no further remedial action is required to be taken.

Landlord hereby represents to Tenant:

D. No investigation, review, compliance order or penalty notice has been issued and/or is pending or threatened by any governmental authority or other person with respect to the presence of hazardous material contamination on the Premises or the alleged failure of the Landlord to comply with any governmental requirement.

E. There are no environmental liens on the Premises and no government actions have been taken or are in process that could subject the Premises to such liens, and the Landlord would not be required to place any notice or restriction related to the presence of hazardous materials on the Premises in any deed or public record.

F. There are no underground storage tanks on or under the Premises and the Premises is not under any current or planned environmental remediation process.

G. Landlord represents to Tenant that Landlord has no actual knowledge of existing conditions which may create an environmental liability.

14. Signage: Upon obtaining all necessary licenses and permits, Tenant may place its customary signage and/or decorations on and within the Premises. Tenant will be responsible for their condition and upkeep.

15. Insurance: Beginning on the Commencement Date and continuing during the Term, and after the Term for so long as Tenant, or any person holding through or under Tenant, remains in possession of the Premises, Tenant shall maintain at its own cost:

A. General Liability Insurance: Commercial general liability insurance against claims for property damage and personal injury or death occurring on the Premises, including coverage for builder's risk insurance insuring against "all risks" to the improvements and personal property. Such insurance shall name Landlord as an additional insured and shall be maintained in the minimum amount of \$1,000,000 per occurrence, bodily injury and property damage combined single limit, plus an additional \$2,000,000, excess/umbrella liability policy.

B. Property Insurance: Commercially common "Special Form" policy property insurance covering all buildings, facilities, improvements and other constructions forming part of the Premises or located thereon. In the event the Premises is a total loss, Tenant shall return the property to the pre-garage state, including the finished parking lot. Landlord shall have a lien on the insurance proceeds as necessary to complete the restoration of the property to its pre-garage condition.

Tenant shall deliver to Landlord a Certificate of Insurance, certifying such insurance coverage and all renewals thereof. Tenant, at Tenant's expense, shall comply and cause any assignees and/or subtenants to comply in all material respects at all times with all insurance requirements described herein.

16. Indemnification: Tenant shall defend, indemnify and hold harmless Landlord and its members, managers, trustees, partners, affiliates, employees, officers, successors and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action, liability, damages, penalties, judgments, costs and expenses, including without limitation, attorney's fees, costs and expenses suffered or incurred by any Indemnitees or made or asserted against any Indemnitees, and arising from or in connection with: (i) any accident, injury or damage to property or person (including death) occurring in, at or about the Premises during the Term and after the Term for so long as Tenant, or any person holding through or under Tenant, remains in possession of the Premises; (ii) any breach or default by Tenant under this Lease; (iii) Tenant's possession, use, occupancy, management, repair, maintenance or control of the Premises or any portion thereof during the Term and after the Term for so long as Tenant, or any person holding through or under Tenant, remains in possession of the Premises; (iv) inspection, permitting, construction, destruction, alteration, renovation, or replacement of any and all buildings and improvements on the Premises at any time during the Term; (v) any act, omission, negligence or misconduct of Tenant, its officers, agents, members, employees, licensees, contractors, customers, licensees, invitees, assignees or subtenants, and (vi) any holdover of Tenant, or by any person holding through Tenant, after the Expiration Date. This indemnity shall survive termination of this Lease.

17. Assignment and Subletting: This agreement, in whole or any part thereof may not be assigned or transferred by Tenant unless such action receives prior approval by the Landlord, which such approval shall not be unreasonably withheld, conditioned, or delayed.

18. Defaults:

A. Tenant Default: An "Event of Default" shall occur if (a) Tenant shall fail to pay any rent provided for on the day when the same shall become due and payable hereunder, and such default continues for ten (10) days after Tenant receives written notice from Landlord to Tenant; (b) Tenant shall fail to comply with any of the other obligations of this Lease, where such failure shall continue for a period of ninety (90) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ninety (90) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such ninety (90) day period and thereafter diligently pursues such cure to completion; (c) a receiver is appointed for Tenant in any action, suit, or proceeding by or against Tenant and such appointment is not vacated within one hundred eighty (180) days; or (d) a voluntary petition is filed against Tenant, or a voluntary petition is filed by Tenant under any bankruptcy or insolvency law and any such petition is not dismissed within one hundred eighty days (180) after the date filed.

Following the occurrence of an Event of Default, Landlord shall have the right to terminate this Lease, in which event Tenant shall immediately vacate the Premises and surrender the Premises to Landlord in good order, condition and repair. Landlord shall also have the right to recover from Tenant any costs and expenses incurred by Landlord in connection with the termination, re-entry, or obtaining of possession. Should Landlord terminate this Lease as provided in this article, Landlord may enter the Premises and remove all persons, or personal property, and dispose of all personal property, without liability therefor or compensation therefor. Landlord shall use commercially reasonable efforts to mitigate its damages.

Any provision of this Lease to the contrary notwithstanding, neither party hereunder shall be permitted to recover from the other, punitive, speculative, lost profits or similar consequential damages as a result of the other party's violation of its obligations under this Lease.

B. Landlord Default: If Landlord shall fail to perform any Landlord obligation under this Lease, and any such default shall continue for a period of ninety (90) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then, if Landlord has not commenced to cure the same within said ninety (90) day period and thereafter diligently prosecuted the same to completion), Tenant shall have the right, at Tenant's option, to terminate this Lease. Tenant shall also be entitled at its election, to exercise concurrently or successively, any and all remedies otherwise provided in this Lease including the right of self-help, set-off and compensation, and any other rights otherwise available at law or in equity under applicable law.

19. Condemnation: If the whole or any part of the Premises shall be taken or condemned by any authority for any public use or purpose during the Term of this Lease, Tenant reserves unto

itself the right to prosecute its claim against the condemning authority for any award upon its leasehold interest, loss of business, alterations, and improvements constructed by Tenant for such taking, without impairing any rights of the Landlord for the taking of or injury to the Premises.

20. Casualty: If, at any time during the Term, the buildings or improvements located on the Premises shall be destroyed or damaged by fire or other casualty, then, Tenant at its own cost, may cause the same to be repaired, replaced or rebuilt within a reasonable period of time taking into account all prevailing circumstances. Tenant shall have the right to elect not to repair or replace the buildings and terminate this Lease. All insurance proceeds related to such casualty, including those for Tenant's signs, furniture, fixtures, equipment, inventory and other personal property are Tenant's property, provided, however, that in the event the Premises is a total loss, Tenant shall return the Premises to its condition prior to the demolition and removal of the Existing Improvements. Landlord shall have a lien on the insurance proceeds as necessary to complete the restoration of the Premises to its condition prior to the demolition and remove of the Existing Improvements.

21. Title Representations; Quiet Possession: Landlord hereby represents and warrants to Tenant that (i) Landlord has good and marketable title to the Premises, and (ii) the Premises is not encumbered by a lien or other privilege which has priority over this Lease other than those encumbrances and encroachments of record, except the shared parking arrangement by and between the City and First Baptist Church (the "**Church**"), which provides, in pertinent part:

During the daytime and at night (Monday through Saturday) all ground level parking spaces located on the facilities shall be available for public use, including parking for Church. Church shall have primary but not exclusive use of the facilities on Sundays.

Tenant agrees to allow free use of the Reserved Spaces (but no other part of the Parking Garage) established in paragraph 4 of this Agreement, and the City agrees to share with the Church the Reserved Spaces allocated for it use hereunder, in satisfaction of this pre-existing shared parking arrangement.

22. Landlord shall not allow, create or suffer any tax lien, levies or privileges, or other encumbrance against the Premises pursuant to any local, state or federal law, which would have priority over the leasehold estate created by this Lease or adversely affect the rights of Tenant hereunder. Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not own and have good and marketable title to the Premises.

Provided no Event of Default has occurred, Tenant shall have the quiet possession of the Premises for the entire Term hereof, as extended, without disturbance by Landlord, or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease.

22. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent by United States Postal Service (either Certified or Registered) or other nationally recognized overnight mail services, addressed as follows:

To Landlord: City of Bentonville

Attn: _____

To Tenant: Center City, LLC

Attn: _____

All notices shall be deemed given when received or rejected.

23. Surrender: At the expiration or earlier termination of this Lease, Tenant shall peacefully surrender possession of the Premises, together with all buildings and improvements, free and clear of all subleases, liens and any other encumbrances (except for liens and encumbrances caused by Landlord). Tenant shall remove all of Tenant's furniture, trade fixtures, equipment, and inventory from the Premises. Tenant shall cooperate in good faith with Landlord to achieve an orderly transition of the Premises to Landlord's control.

24. Force Majeure: Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond either party's control which shall include, without limitation, civil commotion, war, rebellion, military or usurped power, governmental regulations, fire, flood, or other casualties, or through acts of God. Force Majeure shall not excuse any monetary obligation of either party.

25. Dispute Resolution: In the event of any dispute involving this Lease or to enforce any of the remedies or any other interpretation of or right granted by this Lease, or in any action, proceeding or counterclaim whatsoever, Landlord and Tenant agree to participate in Mediation.

26. Recording: Upon request of either party, both parties shall execute and deliver a memorandum or "short form" of Lease in recordable form to be recorded at the requesting party's expense.

27. No Liens: Neither Landlord nor Tenant shall allow any lien with respect to work performed at, or materials supplied to, the Premises by or on Tenant's or Landlord's behalf, including any materialmen's, supplier's, or mechanic's lien, charge or order for the payment of money to be filed against the Premises. If, because of any act or omission of Tenant or Landlord, any mechanics or similar lien shall be filed against Landlord or Tenant or the Premises, Tenant or Landlord shall, at Tenant's or Landlord's expense, cause the same to be discharged of record or bonded within thirty (30) days after receipt of written notice from Landlord or Tenant of the filing thereof; and Tenant or Landlord shall indemnify and hold harmless the other party against all costs,

liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, costs and expenses.

28. Subordination: Landlord represents as of the date hereof, there is no mortgage or deed of trust presently encumbering the Premises. This Lease shall be subordinate to future mortgages or deeds of trust entered after the Effective Date on the condition that contemporaneous with the execution of such mortgage, Landlord shall obtain from the mortgagee a subordination, non-disturbance and attornment agreement in the mortgagee's customary form (which shall be reasonably acceptable to Tenant), stating that Tenant's possession of the Premises and rights under this Lease shall not be disturbed as long as no Event of Default has occurred.

29. Estoppel Certificate: Either party shall, at any time upon ten (10) days prior written notice from the other, execute, acknowledge and deliver, a statement in writing certifying (i) that this Lease is in full force and effect, (ii) the date to which any rent and other charges, if any, have been paid in advance, (iii) that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults, if any are claimed and (iv) such other factual information regarding this Lease as may be reasonably requested.

30. Mortgaging of Leasehold: Tenant is hereby given the absolute right without the Landlord's consent to mortgage its interest in the Premises and Parking Garage, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Landlord in and to the land and improvement erected thereon. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Landlord shall be notified in writing by Tenant that such leasehold mortgage or deed of trust has been so given and executed by the Tenant, and Landlord shall also be furnished with the address to which Tenant desires copies of notices to be mailed; and Landlord hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor of any indebtedness secured by this Lease, mortgagee or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Landlord may from time to time give to or serve upon the Tenant under and pursuant to the terms and provisions of this Lease.

31. Miscellaneous: This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original. Facsimile or scanned and e-mailed execution copies will be binding on the parties as if they were original signatures. The executed counterparts together shall be considered an original and shall be binding on the parties. The parties will cooperate in exchanging original (non-facsimile) signature pages with each other.

32. Successors and Assigns: The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the permitted successors and assigns of Tenant.

33. Severability: If any provision or any portion of any provision of this Lease shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Lease shall not be affected thereby.

34. Duly Authorized: Each party represents and warrants (a) that this Lease has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, (b) that there are no actions, suits or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or in equity or before any governmental authority which would impair such party's ability to perform its obligations under this Lease, and (c) that the consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under any lease, bank loan or credit agreement.

35. Entire Agreement: This Lease constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Landlord and Tenant.

36. This Ground Lease Agreement shall become binding and the "Inspection Period" shall begin upon the Tenant's representatives executing it and upon the Mayor and Clerk executing it for the Landlord AND the approval of same by the Bentonville City Council.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

TENANT:

CENTER CITY, LLC, a Delaware limited liability company

By: **BLUE CRANE, LLC**, its Manager

By: _____
Brenda Anderson, Vice President

Date: _____

LANDLORD:

CITY OF BENTONVILLE

By: _____
Stephanie Orman, Mayor

Date: _____

ATTEST: _____
Linda Spence, City Clerk

Date: _____

ACKNOWLEDGMENT FOR LEASE AGREEMENT

(Landlord's Acknowledgment)

STATE OF ARKANSAS

COUNTY OF BENTON

BEFORE ME, the undersigned Notary Public in and for the County and State foresaid, on this day personally appeared [], known to me to be the persons and officers whose names are subscribed to the foregoing Lease, and acknowledged to me that they have executed the same as the act of Landlord, for the purposes and considerations therein expressed by authority of the _____ of the Landlord, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2019.

My commission expires:

NOTARY PUBLIC

Print Name:

Commission No.:

(Seal)

ACKNOWLEDGMENT FOR LEASE AGREEMENT

(Tenant's Acknowledgment)

STATE OF ARKANSAS

COUNTY OF BENTON

BEFORE ME, the undersigned Notary Public in and for the County and State foresaid, on this day personally appeared Brenda Anderson, the Vice President of the manager of Center City, LLC, an Arkansas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing Lease, and acknowledged to me that she executed the same as the act of the said company, for the purposes and considerations therein expressed by authority of the manager of the company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2019.

My commission expires:

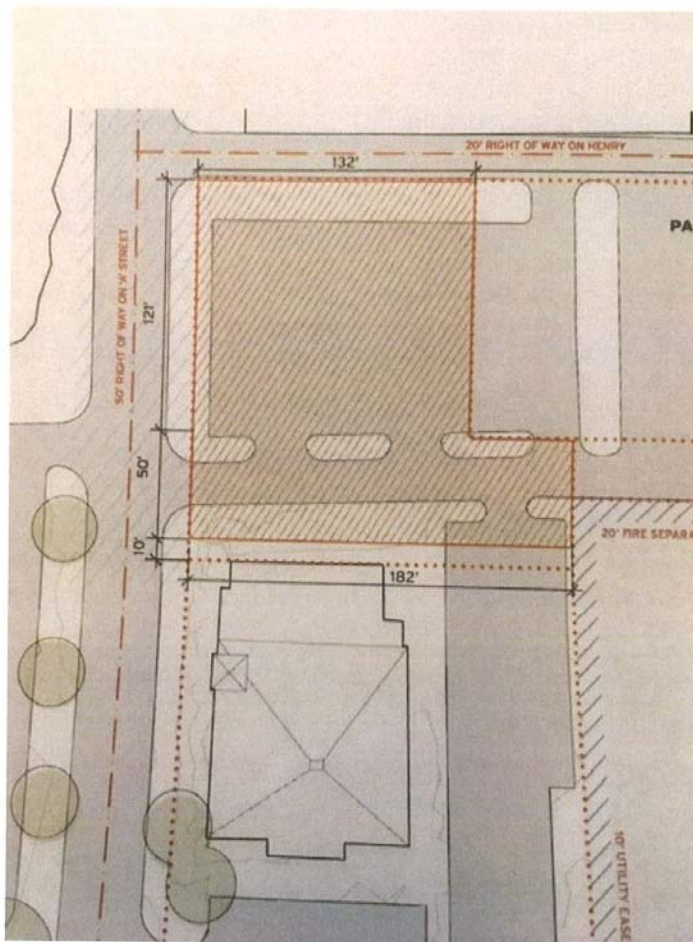
NOTARY PUBLIC

Print Name:

Commission No.:

(Seal)

Exhibit A



[This Exhibit A will be replaced by the surveyed legal description of the Premises prior to execution of the Lease.]

44512\0001\7296115.v2



AUSTIN OFFICE
11701 Stonehollow Drive
Suite 100
Austin, TX 78758
Phone: 512.821.2081
Fax: 512.821.2085

TBPE Firm Registration No. 812

MEMORANDUM

DATE: September 16, 2019
TO: Ron Petrie, P.E., Garver
CC: JD Allen, AICP, Alliance Transportation Group
FROM: Bill Loudon, P.E., Alliance Transportation Group
RE: Considerations for Bentonville Parking Garage Lease

After review of the City of Bentonville's desire to have a lease agreement with a third party to construct and operate a parking garage to a private entity and review of the sample lease, I have the following suggestions and recommendations:

Response to Specific Question from the City

Materials

- City should specify the garage be built using materials it desires for a building with a 50-year design life and require that the lessee make no changes to the material without the approval of the City.

Maintenance Inspections

- City should include a provision that allows an inspection of the facility by City staff or contractor at any time but at least twice a year to identify any possible problems with maintenance or deterioration or any inappropriate use of the spaces. The City should periodically have a condition assessment performed by an engineer specializing in restoration and refurbishment. This should occur at least every five years and possibly more often after the structure shows sign of deterioration¹.

Lease Upfront Amount

- Require a bond against the lessee's failure to comply with the lease in any way:
 - a. Non-payment
 - b. Lack of necessary maintenance and repair
 - c. Inappropriate use of space

¹ For more information on parking garage inspection and maintenance see *Parking Garage Maintenance Manual*, 4th Edition, National Parking Association, Washington, D.C., 2004

Years of Lease (to leave a valuable building at the end of the lease)

- The useful life of a garage can vary significantly depending on the quality of the construction and the level of annual maintenance. The useful life can vary from 20 to 70 years. Proper maintenance can cost \$500/year/space (in 2019 dollars) to maintain maximum useful life². The City should work with a reputable construction contractor and an engineer specializing in restoration and refurbishment to estimate the total annualized cost of providing a parking space before developing a lease price for the garage spaces or determining the appropriate length of the lease.

General Recommendations for the Lease

1. Be clear that the garage space is only being leased for the term stated in the lease. There is no transfer of ownership or accrual of equity on the part of the lessee as a result of the lease.
2. Be clear that the entire garage is not being leased, only a portion of it.
3. Lease only the number of spaces that are needed to meet the parking ratio requirement for the separate development and make sure that space may not be used for other parkers unless the new development finds other ways to meet their parking requirement.
4. Make sure the responsibility for maintenance, operation and repair of the garage are clearly delineated.
5. Do not allow subleasing of any of the space without approval by the City.
6. Clearly specify the lease terms and fee and any allowance for escalation.
7. Specify conditions under which the City or the lessee may terminate the lease and the lessee's financial obligations if the lease is terminated.
8. Specify the responsibilities for building security and the assignment of liability for any damages or injuries that may occur on the site
9. Specify allowable changes, if any, to the layout and design of the parking spaces on the leased floors (minimum space dimension, minimum or maximum number of "compact" spaces, orientation of - angled or perpendicular, minimum number of accessible spaces for persons with disabilities)
10. Limit the assignment of credit for use of leased spaces to meet City parking ratio requirements – no double or triple counting.
11. Specify and requirements (if any) for providing recharging stations for electric vehicles
12. Specify restrictions on the use of the leased space for short-term or daily parking only – Not for long-term parking, storage or any other non-parking use.

² <http://buildabetterburb.org/financing-parking-garages-qa-with-parking-consultant-gerard-giosa/>

September 16, 2019

RE: Considerations for Bentonville Parking Garage Lease

13. Specify conditions or requirements for extension of the lease.
14. Specify that all improvements to the leased space become the property of the City at the end of the lease or upon termination of the lease.

Executive Summary

City of Bentonville Parking Lot

Property Type:	Land-General Commercial
Street Address:	SW A Street
City, State & Zip:	Bentonville, Benton County, AR 72712
Land Area:	0.576 acres: 25,072 SF
Zoning:	D-C
Highest and Best Use - As Vacant:	A Commercial Use
Highest and Best Use - As Improved:	Land Use

Analysis Details

Valuation Date:	
Market Value "As Is"	September 1, 2019
Inspection Date and Date of Photos:	September 1, 2019
Report Date:	September 12, 2019
Report Type:	Appraisal Report
Client:	City of Bentonville
Intended Use:	Internal Business Decisions
Intended User:	City of Bentonville
Appraisal Premise:	As Is
Intended Use and User:	The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Newmark Knight Frank will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.
Interest Appraised:	Fee Simple
Exposure Time (Marketing Period) Estimate:	6 Months (6 Months)

Compiled by NKF

Valuation Summary

Land Value		\$1,350,000
Market Value Conclusion	As Is	\$1,350,000

Compiled by NKF

City of Bentonville Parking Lot



October 17, 2019

City of Bentonville
Attn: Debbie Griffin
Email: dgriffin@bentonvillear.com

sent via email

Re: Calculation of Base Rent pursuant to that certain Ground Lease Agreement by and between Center City, LLC and City of Bentonville (the "Lease").

Ms. Griffin:

I am writing to confirm and explain the calculation of the Base Rental amount described within the Lease. Base Rent was calculated as one-third (1/3) of the appraised value of the Premises ($\$445,500 = \$1,350,000 \times .333$), which amount was then amortized over a ninety (90) year period, which represents the longest term in a lease agreement before ownership is conferred on the lessor in Arkansas. As the Initial Term shall be forty-five (45) years, the Base Rent is calculated as $\$222,750 (\$445,500 / 90 \text{ years} \times 45 \text{ years})$. However, the parties agreed in good faith that the Base Rent for the Initial Term shall be $\$250,000$. It is anticipated that the Base Rent for any Renewal Term shall be calculated in accordance with this calculation, but shall be based on a new appraisal of the Premises obtained at the time of any such Renewal Term.

Please note that the one-third (1/3) figure was obtained by using $\$685$ per square foot, which is the average price of land in Manhattan, a market that has significant benchmarks for the purchase and sale of air rights. Further, the average price per square foot for the purchase (not the lease) of air rights is $\$225$ per square foot. Enclosed with this letter are two (2) articles confirming the amount of such figures.

Thank you for your assistance.

Sincerely,

CENTER CITY, LLC, a Delaware limited liability company

By:

Josh Kyles, Manager

Date: 10-17-19

Enclosures (2)

https://therealdeal.com/issues_articles/new-york-city-land-prices/

<https://www.cityrealty.com/nyc/market-insight/features/future-nyc/understanding-power-air-rights/2923>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A GROUND LEASE
AGREEMENT WITH CENTER CITY LLC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
a ground lease agreement with Center City LLC. for the lease of certain City owned property, 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 _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	19-62
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

October 22, 2019

Submitted by: Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Bid award to ADB for the installation of approximately 1.5 miles of fiber and associated gear from the Municipal Complex to Substation "F" for \$251,673.80.

COST TO CITY:

Cost of this Request: \$251,674

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: September 22, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Bid Award – Fiber installation – Municipal
Complex to “F” Sub**

BEUD recommends awarding the bid for the installation of fiber and associated gear from the Municipal Complex to Substation “F” to ADB for \$251,673.80.

This installation is the first step in the fiber installation per the master plan. It contains an OH portion, UG portion, and connection to a building, connection to two traffic signals, and connection to a substation. Once this installation is complete, it will allow BEUD and IT to trouble shoot any potential problems that could occur before the larger loops begin installation.



BID PRICE FORM: IFB-19-62
CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT
FIBER OPTIC CONSTRUCTION - MUNICIPAL COMPLEX TO SUBSTATION "F"

Bid prices shall include all costs, including but not limited to: all labor, equipment, disposal, products not specified as being furnished by the City, hardware, tax, fuel surcharge, installation and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville Sales Tax Rate is 9.5%. Bidder acknowledges that quantities are not guaranteed and that final payments will be based on actual quantities installed in field.

LINE ITEM NUMBER	BEUD DS NUMBER	DESCRIPTION	EST. QTY. (A)	UNIT BID PRICE(B)	EXTENDED PRICE (A)*(B)
INSTALL UNITS					
1	DS-1600	Fiber Optic ADSS Tangent Attachment	8	22.00	\$ 176.00
2	DS-1601	Fiber Optic ADSS Double Deadend Attachment	3	50.00	\$ 150.00
3	DS-1604	Fiber Optic ADSS Tangent Attachment with 18' Streetlight	2	50.00	\$ 100.00
4	DS-1608	Fiber Optic Handhole 30" x 48" x 36"	2	702.00	\$ 1404.00
5	DS-1609	Fiber Optic Handhole 30" x 48" x 24"	4	650.00	\$ 2600.00
6	DS-1610	Install Concrete Pad and Mount Double Door Cabinet	1	22,300.00	\$ 22,300.00
7	DS-1612	Active Cabinet Grounding	1	2,000.00	\$ 2,000.00
8	DS-1611	Install Passive Cabinet Base and Mount Single Door Cabinet	1	22,300.00	\$ 22,300.00
9	DS-503	Guy Attachment Assembly on Bracket - 3' Strain Insulator	1	95.00	\$ 95.00
10	DS-510	Screw in Anchor - PISA	1	195.00	\$ 195.00
11	FTP	288 Port Fiber Termination Panel Rack Mount	2	300.00	\$ 600.00
12	FTP	96 Port Fiber Termination Panel Rack Mount	2	200.00	\$ 400.00
13	FTP	24 Port Fiber Termination Panel Rack Mount	1	100.00	\$ 100.00
14	FTP	24 Port Fiber Termination Panel Wall Mount	1	100.00	\$ 100.00
15	ADSS	Installation of 288 count ADSS (per linear foot) Aerial	1,792	2.50	\$ 4,480.00
16	ADSS	Installation of 288 count ADSS (per linear foot) Pull in Conduit	1,701	2.85	\$ 4,847.85
17	ADSS	Installation of 96 count ADSS (per linear foot) Pull in Conduit	3,105	2.85	\$ 8,849.25
18	ADSS	Installation of 24 count ADFO (per linear foot) Pull in Conduit	210	2.85	\$ 598.50
19	DS-1613/1614	Installation of 3" Conduit	2,093	45.50	\$ 95,231.50
20	UNDERGROUND	Installation of 3" 3-Cell Maxcell Innerduct	3,184	5.17	\$ 16,461.28
21	UNDERGROUND	Installation of Tracer wire in Innerduct	3,394	1.43	\$ 4,853.42
22	SPLICING	Fusion Splice Fibers	852	36.00	\$ 30,672.00
23	TESTING	OTDR, Power Meter, and Light Source End to End per Fiber	432	5.00	\$ 2,160.00
24	MISC	Mobilization to Specific Job Site	LUMP SUM	5,000.00	\$ 5,000.00
25	MISC	Removal of Existing Facilities	LUMP SUM	5,000.00	\$ 5,000.00
26	MISC	Seeding	SY	9,000.00	\$ 9,000.00
27	MISC	Contingency	LUMP SUM	\$ 12,000.00	\$ 12,000.00

TOTAL BID PRICE STATED IN NUMERALS: \$ 251,673.80

TOTAL BID PRICE STATED IN WORDS: Two Hundred Fifty One Thousand Six Hundred Seventy Three Dollars and Eighty Cents

The Total Bid Price is used for bid comparison purposes only. In the event that the Total Bid Price as stated in numerals and in words do not match, the Total Bid Price as stated in numerals shall prevail. The Owner reserves the right to award the bid in whole or in part, and to adjust quantities of work throughout the term of the contract, based on the best interest of the Owner.

Bid Submitted By: _____

Fiber Optic Construction
Municipal Complex to Substation "F"
Bid Form
Page 1 of 1