



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 28, 2020 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: January 14, 2020**

AGENDA

1. Mayor Stephanie Orman accepts certificate of recognition from Michael Mayers of Mars, Inc., for Better Cities for Pets Designation.

2. Planning:

- 2a. **Ordinance accepting a property line adjustment of Lot 14, Block 26 of Deming's 2nd Addition, Todd Renfrow, 727 NW A Street, R-1, Single Family Residential.**

(Pages 11-13)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 1, Block 26 of Deming's 2nd Addition, creating Lot 14, Block 26 (+/- 0.20 acres). The plat dedicates a 20-foot utility easement along NW A Street, as well as a variable width utility easement along the rear property line.

- 2b. **Ordinance changing real estate from C-1, Neighborhood Commercial to C-2, General Commercial, Bella Terra, LLC, SW Regional Airport Boulevard and SW Eden Brooke Street.**

(Pages 14-18)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as general commercial. These areas include uses that serve both nearby residents and the community as a whole with appropriate uses including retail, restaurants, services, and offices. Staff recommends approval of the rezoning due to the site's compatibility

with the Future Land Use Plan, surrounding uses, and its adjacency to an arterial street.

- 2c. **Ordinance changing real estate from R-3, Medium Density Residential to DC, Downtown Core, 211, 213, 215 NW A, LLC, 215 NW A Street.**
(Pages 19-21)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as high density residential. These areas include apartments, condominium buildings, and other special types of group living. They may also have other amenities for nearby residents including local park and resident-oriented commercial uses. Staff recommends approval of the rezoning due to the site's surrounding uses and general compatibility with the Future Land Use Plan.

- 2d. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Bella Vista Church of Christ, 989 NW McNelly Road.**
(Pages 22-24)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as general commercial. These areas include uses that serve both nearby residents and the community as a whole. The site is currently home to Bella Vista Church of Christ. Religious facilities are allowed in any zoning district with an approved conditional use permit. Planning Commission approved a conditional use permit for this church on October 19, 2010. According to the applicant's narrative, they are requesting the C-2 zoning district to allow them to update their signage. Signage requirements are stricter in the A-1 zoning district. Staff recommends approval of the rezoning due to the site's current and surrounding uses, as well as its compatibility with the Future Land Use Plan.

- 2e. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, CJIC Properties, LLC, Fillmore Street.**
(Pages 25-28)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as medium density residential. These areas include townhouse or duplex residential properties with an inferred density of 8-12 units per acre. These areas may also include local amenities for residents. Staff recommends approval of the rezoning due to the site's surrounding uses and compatibility with the Future Land Use Plan.

- 2f. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Tylluan, LLC, Tiger Boulevard.**
(Pages 29-32)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as open space. These areas include undeveloped areas that can have significant challenges to

development, such as unique environmental characteristics. Staff recommends approval of the rezoning due to the site's compatibility with the surrounding uses and surrounding zoning districts.

- 2g. **Ordinance changing real estate from Undesignated to DN-2, Downtown Medium-Density Residential, Jocz Trust, Tiger Boulevard.**
(Pages 33-36)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as open space. These areas include undeveloped areas that can have significant challenges to development, such as unique environmental characteristics. This request includes former street right-of-way and easements that have been previously vacated in the area between parcels. Staff recommends approval of the rezoning due to the site's compatibility with the surrounding uses and surrounding zoning districts.

- 2h. **Ordinance changing real estate from R-1, Single Family Residential to DE, Downtown Edge, Pensco Trust Company, LLC, 204 SE 6th Street.**

(Pages 37-39)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as downtown commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Staff recommends approval of the rezoning due to the site's compatibility with the Future Land Use Plan and other DE-zoned property on blocks to the northeast, east, and south.

- 2i. **Ordinance changing real estate from R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential, Matthew Whitley and Kristal Witten, 309 SE G Street and 805 SE 4th Street.**

(Pages 40-42)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as low density residential. These areas include detached single-family residential properties, as well as local amenities for residents. According to the applicant's narrative, their intent is to develop the tract in conjunction with the already zoned DN-4 lots to the north. Staff recommends approval of the rezoning due to adjacent zoning districts and development trends in the vicinity.

- 2j. **Ordinance changing real estate from A-1, Agricultural to C-3, Central Commercial, Bertschy Trust, 1908 SE J Street.**

(Pages 43-46)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as residential estates. These areas include large detached single-family residential properties at least one acre in size. According to the applicant's narrative, their intent is to develop the site into mid-level, luxury apartments with a variety of site amenities. Staff

recommends approval of the rezoning due to the surrounding zoning districts and the existing mix of uses in the vicinity.

- 2k. **Ordinance changing real estate from RC-2, Central Residential-Moderate Density to DN-4, Downtown Mixed-Use Residential, Bentonville Academy of Music, LLC, 523 SE 6th Street.**

(Pages 47-49)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as downtown commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. According to the applicant's narrative, their intent is to allow the buildings to serve as a mixed-use development, with offices on the ground floor and residential uses above. Staff recommends approval of the rezoning due to the site's compatibility with the Future Land Use Plan and surrounding uses.

21. **Ordinance changing real estate from DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development, Hurricane WA, LLC, 614 Bella Vista Road.**

(Pages 50-55)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as medium density residential. These areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this planned residential development is compatible with the Future Land Use Plan. Because the proposed planned residential development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

3. Public hearing and ordinance vacating an Alley ROW at 407 SW C Street of Scoggan Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC19-0043). **(Pages 56-60)**
4. Public hearing and ordinance vacating a Utility and Drainage Easement Vacation requested for Lot 1 of Williamsburg Heights (VAC19-0042). **(Pages 61-64)**
5. Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Morrison-Shipley Engineers, Inc., for additional survey, design, bidding, and construction phase services related to the South Main Street project. **(Pages 65-83)**
6. Resolution authorizing the Mayor and City Clerk to execute the First Amendment to the Lease between the City of Bentonville, as Lessor and BBT Investments, LLC, as Lessee, for a hangar site located at the Bentonville Municipal Airport. **(Pages 84-90)**
7. Resolution authorizing the Mayor and City Clerk to Consent to an assignment of a land lease agreement for a hangar site located at the Bentonville Municipal Airport. **(Pages 91-98)**

8. Resolution approval request to declare one (1) 2009 Chevy Impala (unit 2010-78, VIN 2G1WS57M891286927) as surplus property. This vehicle is one of three Impalas remaining in police service. This vehicle was previously used as an unmarked car, and is equipped with a blue emergency lighting, siren, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Gentry Police Department with lights, siren, and other law enforcement specific equipment intact. Gentry PD would use this vehicle, as equipped, for a full time police detective position. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to a neighboring community. **(Pages 99-101)**
9. A budget adjustment to accept and recognize two vehicle insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlement was the result of two separate accidents, a December 24, 2019 on-duty accident involving one of our marked Tahoes (2010-113), and a January 1, 2020 on duty accident involving another marked Tahoe (2010-22). There were no injuries and our operators received the contributing factor. The settlement amounts from ARML were \$6,240.00 and \$6,555.00 after the \$1,000.00 deductible was applied to each. The settlement amount will closely cover the cost of repair. **(Pages 102-103)**
10. Budget adjustment in the total amount of \$800.00 to recognize donations of; \$500.00 from Garver Engineering and \$300.00 from Hawkins Weir Engineers, Inc. for expenses toward Bentonville hosting the January training session of the Northwest District of AWW & WEA. **(Pages 104-106)**
11. City Council approval of Mayor Orman's recommendation to appoint Kevin Butler, Tom Butrynski, David Gray, Fred Johnson, Rinkey Singh to the City of Bentonville Utility Board. **(Pages 107-124)**
12. Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase signal hardware for upgrades to traffic signals and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas. **(Pages 125-130)**
13. Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase replacement traffic signal video cameras and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas. **(Pages)**
14. State of the City Report – Mayor Stephanie Orman.



City Council Agenda Items

For City Council Meeting of January 28, 2020

From the January 21, 2020 Planning Commission Meeting

- a. Ordinance accepting a property line adjustment of Lot 14, Block 26 of Deming's 2nd Addition, Todd Renfrow, 727 NW A Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lot 1, Block 26 of Deming's 2nd Addition, creating Lot 14, Block 26 (+/- 0.20 acres). The plat dedicates a 20-foot utility easement along NW A Street, as well as a variable width utility easement along the rear property line.

- b. Ordinance changing real estate from C-1, Neighborhood Commercial to C-2, General Commercial, Bella Terra, LLC, SW Regional Airport Boulevard and SW Eden Brooke Street.**

The Planning Commission voted 7-0, recommending approval.

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- c. Ordinance changing real estate from R-3, Medium Density Residential to DC, Downtown Core, 211, 213, 215 NW A, LLC, 215 NW A Street.**

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- i. Ordinance changing real estate from R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential, Matthew Whitley and Kristal Witten, 309 SE G Street and 805 SE 4th Street.**

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1. Ordinance changing real estate from DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development, Hurricane WA, LLC, 614 Bella Vista Road.

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Consent Agenda Items

For Planning Commission meeting of January 21, 2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on January 14, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 14, Block 26, Deming's 2nd Addition, Todd Renfrow, 727 NW A Street, R-1, Single-Family Residential, *PLA19-0030*

A property line adjustment of Lot 1, Block 26 of Deming's 2nd Addition, creating Lot 14, Block 26 (+/- 0.20 acres). The plat dedicates a 20-foot utility easement along NW A Street, as well as a variable width utility easement along the rear property line

(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 14, BLOCK 26 OF DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA19-0030).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 14, Block 26 of Deming's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 21, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 14, Block 26 of Deming's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Bella Terra, LLC

SW Regional Airport Boulevard & SW Eden Brooke Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0038
Applicant / Current Owner	Bella Terra, LLC PO Box 10918 Fayetteville, AR 72703
Site Area	+/- 0.82 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located at the southwest corner of SW Regional Airport Boulevard and SW Eden Brooke Street. Adjacent zonings are C-2, General Commercial, to the north, east, and west, and R-O, Residential Office to the south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as general commercial. These areas include uses that serve both nearby residents and the community as a whole with appropriate uses including retail, restaurants, services, and offices.

Public Comment

Staff has received public comment regarding this request.

Analysis/Recommendation

Staff recommends approval of the rezoning due to the site's compatibility with the Future Land Use Plan, surrounding uses, and its adjacency to an arterial street.

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

Location Map





**Bates &
Associates, Inc.**

Civil Engineering & Surveying

7230 S. Pleasant Ridge Drive/ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

November 20, 2019

City Current Planning
City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

Re: Rezoning Request (Parcel #01-12789-000)

Dear Planning Staff,

The property owners of Benton County Parcel #01-12789-000 are applying for a rezoning of said property. The property in question totals 0.82 acres and is on the west side of SW Edenbrooke St. It is currently zoned C-1.

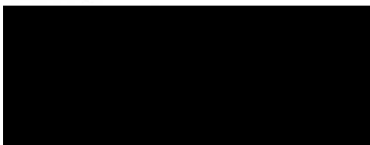
The Applicant would like to rezone this property to C-2 for the purpose of developing a commercial property, specifically a scooters coffee. Currently, the property is surrounded by C-2 zoned property on 3 sides. The property also has an 18" water main running along SW Regional Airport Blvd, as well as a 8" main on SW Edenbrooke St. There is 8" sewer main on the southern end of the property as well as a 10" sewer main across the street on SW Regional Airport Blvd.

The appearance of the building that will be proposed is similar to other scooters coffee shops in Bentonville and Rogers.

Traffic for this property will have a negligible increase because the property is currently zoned C-1. Also, there will only be 2 employees at a time, maximum, and there will be a long drive proposed to keep stacked cars out of the street.

The current owner, Bella Terra LLC, will be selling the property to our clients after the property is rezoned. If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,



Jake Chavis, E.I.
Bates & Associates, Inc.

NOTICE OF INTENT TO REZONE

Bates and Associates

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

C-1

to

C-2

The legal description of the property is as follows:

Attached to next page

The common description of the property is: the intersection of SW Regional Airport Boulevard and SW Edenbrooke st

Proposed land use: Scooters Coffee- drive through coffee shop

The public hearing will be held January 21, 20 20 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

We have concerns that the new business will create and increase the amount of traffic both in the area and our neighborhood streets. We also feel that this will increase the amount of noise.

Jason DiGiacomo
Printed Name

Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0038).

WHEREAS, Bella Terra, 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 C-1, Neighborhood Commercial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF LOT 3 OF EDEN'S BROOKE SUBDIVISION PHASE 2 IN BENTONVILLE, BENTON COUNTY, ARKANSAS, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY #12 AND THE WEST RIGHT-OF-WAY OF SOUTHWEST EDEN BROOKE STREET WHICH IS S05°20'41"W 2.88' FROM THE NORTHEAST CORNER OF SAID LOT 3 AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY OF SOUTHWEST EDEN BROOKE STREET S05°20'41"W 157.54' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 471.53' FOR A CHORD BEARING AND DISTANCE OF S08°44'25"W 57.25', THENCE LEAVING SAID RIGHT-OF-WAY N87°16'27"W 158.91' TO AN EXISTING REBAR, THENCE N02°44'57"E 214.81' TO AN EXISTING REBAR ON THE SOUTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY #12, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S87°06'32"E 28.73', S02°20'03"W 2.27', S87°39'57"E 5.98', N02°53'28"E 2.21', S87°06'30"E 137.29' TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-1, Neighborhood Commercial 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 C-1, Neighborhood Commercial to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

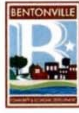
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



211, 213, 215 NW A, LLC

215 NW A Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0039
Applicant / Current Owner	211, 213, 215 NW A, LLC 4728 Spottswood Avenue, #224 Memphis, TN 38117
Site Area	+/- 0.42 acres
Current Zoning	R-3, Medium Density Residential
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	High Density Residential

Property Description

This property is located east of NW A Street and south of NW 3rd Street. Adjacent zonings are R-1, Single Family Residential, to the north and west, and DC, Downtown Core, to the north, east, and south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as high density residential. These areas include apartments, condominium buildings, and other special types of group living. They may also have other amenities for nearby residents including local park and resident-oriented commercial uses.

Analysis/Recommendation

Staff recommends approval of the rezoning due to the site's surrounding uses and general compatibility with the Future Land Use Plan.

<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

December 2, 2019

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

RE: 215 NW A Street rezoning request

Dear Planning Commissioners:

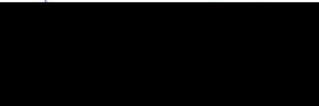
Please accept this narrative letter to accompany a formal request by 211, 213, 215 NW A, LLC, owner of real property located in the City of Bentonville, for consideration of a rezoning of request for Benton County parcel #01-01809-000 from R-3, Medium-density Residential to D-C, Downtown Core. The property is approximately 0.42 acres located at 215 NW A Street in Bentonville, AR.

Pending approval of this rezoning request, the owner may elect to proceed with a development plan consistent with the proposed zoning in the downtown Bentonville area. No contract for sale of this land are in place at this time, nor are any expected. The requested zoning change will bring the property to consistency with the neighboring lands along this block of NW A Street and is reasonably compatible with the surrounding residential, commercial, and public uses.

Public water exists on both east and west sides of the property being 8-inch and 12-inch mains respectively. Six-inch public sewer systems exist along the north alley and west alley abutting the property. Electric services are also in place to serve the property in the downtown area. Traffic in this area utilizes NW A Street, being a Collector Street as designated on the Master Street Plan, and two alleys along the north and west sides of the property. The west alley being a one-way circulation from north to south and is used by the adjacent R.E. Baker Elementary School and others commuting in the area. Any redevelopment of the subject property, other than renovation of the current structures, would be required to be presented to the city as part of the Large-Scale Development process where such considerations of traffic impacts, parking needs, signage, screening and buffering, and physical appearance of a structure would be reviewed against the applicable development standards.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.



Nate Bachelor, PE
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 R-3, MEDIUM DENSITY RESIDENTIAL TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ19-0039).

WHEREAS, 211, 213, 215 NW A, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-3, Medium Density Residential to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5 CLAYPOOL ADDITION TO THE CITY OF BENTONVILLE AS INDICATED
IN PLAT RECORD 5, PAGE 155; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Bella Vista Church of Christ

989 NW McNelly Road

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0042
Applicant / Current Owner	Bella Vista Church of Christ 8889 W McNelly Road Bentonville, Arkansas 72712
Site Area	+/- 3.69 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located south of W McNelly Road and east of NW Frontage Road. Adjacent zonings are A-1 to the east and south, C-2, General Commercial to the west across the highway, and Bella Vista city limits to the north.

Relationship to the General Plan

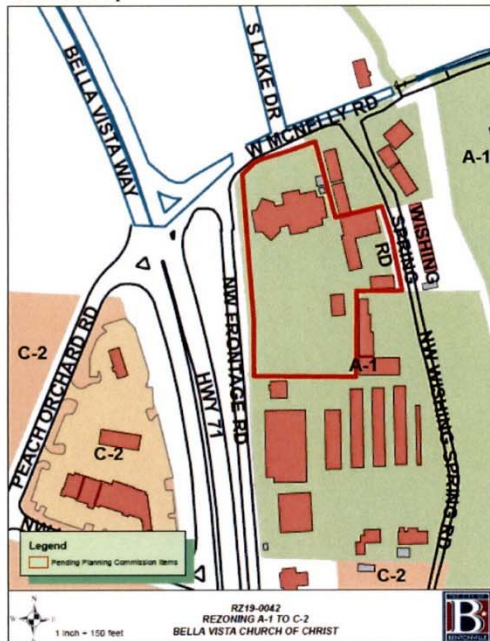
The Future Land Use Plan currently depicts this property as general commercial. These areas include uses that serve both nearby residents and the community as a whole.

Analysis/Recommendation

The site is currently home to Bella Vista Church of Christ. Religious facilities are allowed in any zoning district with an approved conditional use permit. Planning Commission approved a conditional use permit for this church on October 19, 2010. According to the applicant's narrative, they are requesting the C-2 zoning district to allow them to update their signage. Signage requirements are stricter in the A-1 zoning district. Staff recommends approval of the rezoning due to the site's current and surrounding uses, as well as its compatibility with the Future Land Use Plan.

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

Location Map



November 20, 2019

The Bella Vista Church of Christ would like to have our property at 989 NW McNelly Rd., Bentonville, Arkansas rezoned from A1 to C2. The main reason for the request for a new zoning designation is so that we can effectively update our signage. With the current A1 designation, any changes to our signs would require a significant reduction in size and visibility, making the change ineffectual. A change of designation to C2 would allow for a larger, more visible sign that would be more effective in communicating our message to the community.

This location has been a church for decades and will remain one for the foreseeable future. We have no plan or intent to sell this property, and its use will remain the same. The rezoning should have no impact on surrounding properties, nor any effect on traffic. All we want to do is to update and upgrade our signage.

This property is currently a consumer of water from the City of Bentonville with a 12 inch water line running along the north and west boundaries of this location.

Sincerely,



Jeff Grisham
Representative for Bella Vista Church of Christ

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0042).

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

LOT 1, WISHING SPRINGS SUBDIVISION, TO THE CITY OF BENTONVILLE, 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 January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



CJIC Properties, LLC

Fillmore Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0043
Applicant / Current Owner	CJIC Properties, LLC 5 Timber Trail Street Rogers, Arkansas 72756
Site Area	+/- 1.05 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential

Property Description

This property is located east of Fillmore Street and southeast of Valley Street. Adjacent zonings are DN-2 to the north and south, R-1 to the west, and A-1, Agricultural to the east.

Relationship to the General Plan

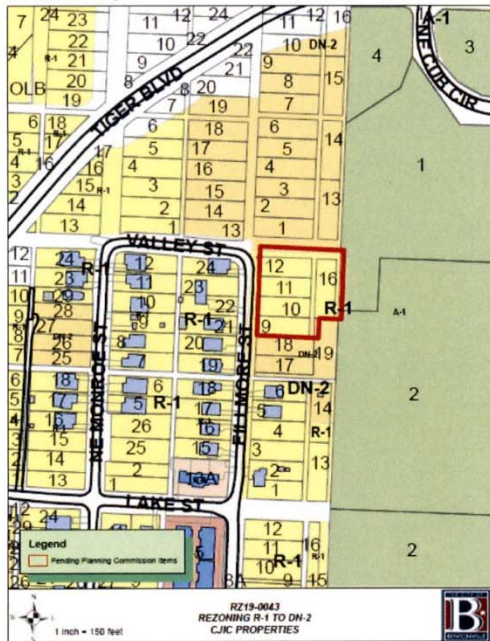
The Future Land Use Plan currently depicts this property as medium density residential. These areas include townhouse or duplex residential properties with an inferred density of 8-12 units per acre. These areas may also include local amenities for residents.

Analysis/Recommendation

Staff recommends approval of the rezoning due to the site's surrounding uses and compatibility with the Future Land Use Plan.

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

Location Map





CEI Engineering Associates, Inc.

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

December 16, 2019

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

RE: CJIC Properties, LLC Rezone
CEI Project No. 30718

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application on behalf of CJIC Properties, LLC owners of real property located in the City of Bentonville, for consideration of a rezone request for Benton County parcel #01-04629-000, 01-04630-000, and 01-04631-000 from R-1, Single-family Residential as currently shown to DN-2, Downtown Medium Density Residential. This request includes former Valley Street right of way that was previously vacated.

Pending approval of this rezoning request a 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. Screening and buffering will be established as part of the forthcoming development plan of the subject property. No contracts for sale are currently pending or anticipated for the subject property.

Traffic generated by this proposed development will utilize the existing streets network in the area. Surrounding streets are older and do not currently meet the master street plan widths or provide sidewalks. Street improvements are expected to be required with development of the subject property. Details for signage, architectural appearance and site lighting will be provided with the upcoming development plans for this property.

Thank you for your time and consideration in this matter.

Respectfully submitted,

CEI Engineering Associates, Inc.
Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

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ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ19-0043).

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

LOTS 9, 10, 11, 12 & 16 IN BLOCK 15 IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, AND PART OF THE VACATED ALLEYS AND VACATED STREET RIGHTS OF WAY; BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT A FOUND 5/8" REBAR WITH AN ORANGE CAP STAMPED "PLS 1304 MEADOR" AND THE SOUTHWEST CORNER OF SAID LOT 9;THENCE ALONG THE EAST RIGHT-OF-WAY OF FILMORE STREET, NORTH 02°23'56" EAST A DISTANCE OF 225.22 FEET TO THE CENTER LINE OF A VACATED STREET RIGHT OF WAY PER ORDINANCE NUMBER 2018-133;THENCE ALONG SAID CENTER LINE, SOUTH 87°13'46" EAST A DISTANCE OF 211.82 FEET TO THE EAST LINE OF SAID BLOCK 15;THENCE ALONG SAID EAST LINE, SOUTH 02°27'15" WEST A DISTANCE OF 175.00 FEET TO A FOUND 5/8" REBAR CAPPED WITH "PLS #1304 MEADOR" AT THE SOUTHEAST CORNER OF SAID LOT 16;THENCE ALONG THE SOUTH LINE OF SAID LOT 16, NORTH 87°15'23" WEST A DISTANCE OF 55.96 FEET TO A SET 5/8" REBAR CAPPED WITH "PLS #1618" AND THE CENTER LINE OF A VACATED ALLEY PER ORDINANCE NUMBER 2018-133;THENCE ALONG SAID CENTER LINE, SOUTH 02°36'44" WEST A DISTANCE OF 49.98 FEET TO A SET 5/8" REBAR CAPPED WITH "PLS #1618" AND THE SOUTH LINE OF AFOREMENTIONED

LOT 9;THENCE ALONG SAID SOUTH LINE, NORTH 87°18'34" WEST A
DISTANCE OF 155.78 FEET TO THE POINT OF BEGINNING AND CONTAINING
44,914 SQUARE FEET OR 1.03 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the
petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of
Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

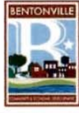
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Tylluan, LLC

Tiger Boulevard

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0044
Applicant / Current Owner	Tylluan, LLC PO Box 31 Turners, Missouri 65765
Site Area	+/- 0.22 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Open Space

Property Description

This property is located east of southeast of Tiger Boulevard and north of Valley Street. Adjacent zonings are R-1 to the north, east, and south and DN-2 to the east.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as open space. These areas include undeveloped areas that can have significant challenges to development, such as unique environmental characteristics.

Analysis/Recommendation

Staff recommends approval of the rezoning due to the site's compatibility with the surrounding uses and surrounding zoning districts.

<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

December 16, 2019

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

**RE: Tylluan, LLC Rezone
CEI Project No. 30718**

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application on behalf of Tylluan, LLC owners of real property located in the City of Bentonville, for consideration of a rezone request for Benton County parcel #01-04610-000 from R-1 Single Family Residential to DN-2, Downtown Medium Density Residential. This request includes rezoning of previously vacated easements in addition to the parcel identified above.

Pending approval of this rezoning request, a lot combination and 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. Screening and buffering will be established as part of the forthcoming development plan of the subject property. No contracts for sale are currently pending or anticipated for the property.

Traffic generated by this proposed development will utilize the existing streets network in the area. Surrounding streets are older and do not currently meet the master street plan widths or provide sidewalks. Street improvements are expected to be required with development of the subject property. Details for signage, architectural appearance and site lighting will be provided with the upcoming development plans for this property.

Thank you for your time and consideration in this matter.

Respectfully submitted,

CEI Engineering Associates, Inc.
Nate Bachelor, PE
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 R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ19-0044).

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

PART OF LOTS 5 AND 6 IN BLOCK 12 IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, AND PART OF A VACATED ALLEY, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT A FOUND 5/8" REBAR CAPPED WITH LS1304 IN THE CENTER OF AN ALLEY VACATED PER ORDINANCE NO. 96-38;THENCE ALONG THE SOUTH LINE OF SAID LOT 5, NORTH 87°13'46" WEST A DISTANCE OF 155.86 FEET TO A SET 5/8" REBAR CAPPED WITH PLS #1618 AT THE SOUTHWEST CORNER OF SAID LOT 5;THENCE LEAVING SAID SOUTH LINE AND ALONG THE SOUTH RIGHT-OF-WAY OF NW TIGER BLVD AS DESCRIBED IN WARRANTY BOOK 97, PAGE 46875, NORTH 52°27'37" EAST A DISTANCE OF 154.57 FEET TO THE NORTH LINE OF SAID LOT 6 AND A SET 5/8" REBAR CAPPED WITH PLS #1618,THENCE ALONG SAID NORTH LINE, SOUTH 87°13'46" EAST A DISTANCE OF 37.43 FEET TO A POINT IN THE CENTER OF AN ALLEY VACATED BY ORDINANCE NO. 2004-219;THENCE ALONG SAID CENTERLINE, SOUTH 02°27'15" WEST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING AND CONTAINING 9,664 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Jocz Trust

Tiger Boulevard

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0045
Applicant / Current Owner	Jocz Trust 8 Firestone Lane Bentonville, Arkansas 72712
Site Area	+/- 4.5 acres
Current Zoning	Undesignated and DN-2, Downtown Medium Density Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Open Space

Property Description

This property is located south of Tiger Boulevard and northeast of Valley Street. Adjacent zonings are, R-1, Single Family Residential, to the north, south, and west, and A-1, Agricultural, to the east.

Relationship to the General Plan

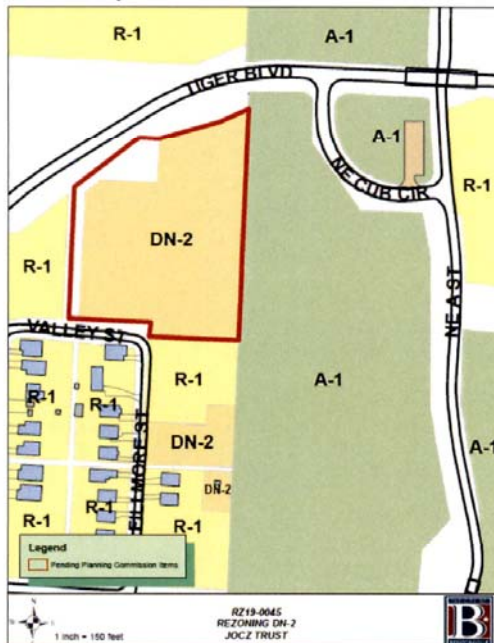
The Future Land Use Plan currently depicts this property as open space. These areas include undeveloped areas that can have significant challenges to development, such as unique environmental characteristics.

Analysis/Recommendation

This request includes former street right-of-way and easements that have been previously vacated in the area between parcels. Staff recommends approval of the rezoning due to the site's compatibility with the surrounding uses and surrounding zoning districts.

<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

December 16, 2019

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

RE: JOCZ Trust Rezone
CEI Project No. 30718

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application on behalf of JOCZ Trust owners of real property located in the City of Bentonville, for consideration of a rezone request for Benton County parcels #01-04634-000, 01-04634-001, 01-04610-002, 01-04612-000, 01-04610-005 and 01-04610-001 from undesignated and DN-2 to DN-2, Downtown Medium Density Residential. Parcel 01-04610-005 has no zoning designation on the city GIS maps today. This request includes former street right of way and easements that were previously vacated in the area between those parcels.

Pending approval of this rezoning request, a lot combination and development plan will be prepared for submittal. 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. Screening and buffering will be established as part of the forthcoming development plan of the subject property. No contracts for sale are currently pending or anticipated for the property.

Traffic generated by this proposed development will utilize the existing streets network in the area. Surrounding streets are older and do not currently meet the master street plan widths or provide sidewalks. Street improvements are expected to be required with development of the subject property. Details for signage, architectural appearance and site lighting will be provided with the upcoming development plans for this property.

Thank you for your time and consideration in this matter.

Respectfully submitted,

CEI Engineering Associates, Inc.
Nate Bachelor, PE
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 UNDESIGNATED TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ19-0045).

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

LOTS 13, 14, 15, 16, 17, 18 AND A PART OF LOTS 19, 20 AND 21 IN BLOCK 12; ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15 AND PART OF LOTS 10 AND 16 IN BLOCK 16, ALONG WITH THE VACATED ALLEYS AND STREET RIGHT OF WAYS ADJACENT TO SAID LOTS, ALL IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR WITH CAP LS 1304 AT THE SOUTHWEST CORNER OF SAID LOT 1;THENCE NORTH 87°14'23" WEST ALONG THE NORTH RIGHT OF WAY OF VALLEY ST., A DISTANCE OF 49.70 FEET TO A 5/8" REBAR WITH CAP LS 1304 AT THE SOUTHEAST CORNER OF SAID LOT 13;THENCE NORTH 87°14'23" WEST ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 149.85 FEET TO A 5/8" REBAR WITH CAP LS 1304 AT THE SOUTHWEST CORNER OF SAID LOT 13;THENCE NORTH 87°14'23" WEST ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 6.00 FEET TO A 5/8" REBAR WITH CAP LS 1618 IN THE CENTER OF A VACATED ALLEY;THENCE NORTH 02°27'15" EAST ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF 330.39 FEET TO A 5/8" REBAR WITH CAP LS 1304 ON THE SOUTH RIGHT OF WAY OF TIGER BLVD;THENCE NORTH 52°27'37" EAST, A DISTANCE OF 203.43 FEET TO A 5/8" REBAR WITH CAP LS 1618 AT THE NORTHEAST CORNER OF SAID LOT 21;THENCE SOUTH 87°13'47" EAST, A DISTANCE OF 50.02 FEET TO A 5/8" REBAR WITH CAP LS 1618 AT THE

NORTHWEST CORNER OF SAID LOT 9;THENCE NORTH 74°17'04" EAST, A DISTANCE OF 157.69 FEET TO A 5/8" REBAR WITH CAP LS 1618 AT THE NORTHEAST CORNER OF SAID LOT 10;THENCE NORTH 63°42'51" EAST, A DISTANCE OF 70.66 FEET TO A 5/8" REBAR WITH CAP LS 1618;THENCE SOUTH 02°27'15" WEST ALONG THE EAST LINE OF LOTS 16, 15, 14 AND 13 IN SAID BLOCK 16, A DISTANCE OF 571.32 FEET TO THE CENTER OF A VACATED STREET RIGHT OF WAY;THENCE NORTH 87°13'46" WEST ALONG SAID CENTERLINE, A DISTANCE OF 212.09 FEET TO THE EAST RIGHT OF WAY OF FILLMORE ST.;THENCE NORTH 02°23'56" EAST ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; AND CONTAINING 195,907 SQUARE FEET OR 4.50 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

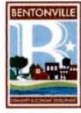
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Pensco Trust Company, LLC

204 SE 6th Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0046
Applicant / Current Owner	Pensco Trust Company, LLC PO Box 173859 Denver, Colorado 80217
Site Area	+/- 0.39 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Open Space

Property Description

This property is located south of SE 6th Street. Adjacent zonings are R-1 to the east and south, DN-4, Downtown Mixed-Use Residential to the west, and R-2, Duplex & Patio Home Residential to the north.

Relationship to the General Plan

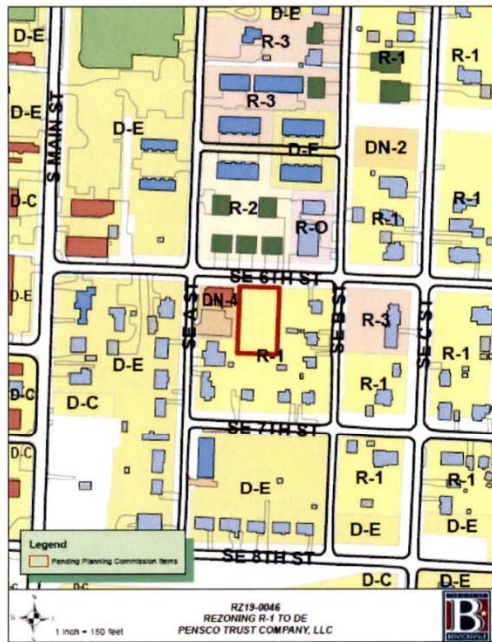
The Future Land Use Plan currently depicts this property as downtown commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access.

Analysis/Recommendation

Staff recommends approval of the rezoning due to the site's compatibility with the Future Land Use Plan and other DE-zoned property on blocks to the northeast, east, and south.

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

Location Map



Rezoning Narrative
204 SE 6th Street

Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: DE- Downtown Edge

Explanation: Newell Development proposes to rezone the property at 204 SE 6th Street (Parcel # 01-03669-000) from R1 to DE, in order to develop a real estate project in compliance with DE development standards. The current owner is: Pensco Trust company, LLC FBO Robert M IRA Sherba

Reason to Rezone: The rezone would allow for future owners to build a mixed-use development on the lot.

Statement of how the property will relate to surrounding properties: The development proposed for the property will fit in form and scale with the SE side of Downtown Bentonville.

Use: This residential development will fit into the Downtown Core development plan.

Traffic: The additional units should not impact current traffic patterns.

Signage: None proposed.

Appearance: Infill mixed use construction similar to other small mixed-use projects on SW side of town.

Water/ Sewer/ Electric: On-Site

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ19-0046).

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

LOT 2, POLSON'S SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD A AT PAGE 137.LESS & EXCEPT: THE SOUTH 150 FEET OF LOT 21 POLSON'S SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 137.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Whitley & Witten

309 SE G Street & 805 SE 4th Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0047
Applicant / Current Owner	Matthew Whitley 309 SE G Street Bentonville, Arkansas 72712 Kristal Witten 805 SE 4 th Street Bentonville, Arkansas 72712
Site Area	+/- 0.37 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed
Future Land Use Map Designation	Low Density Residential

Property Description

This property is located at the northeast corner of SE G Street and SE 4th Street. Adjacent zonings are DN-4 to the north, R-1 to the south and east, R-ZL, Residential Zero-Lot Line to the south, and DN-3, Downtown High-Density Residential to the west.

Relationship to the General Plan

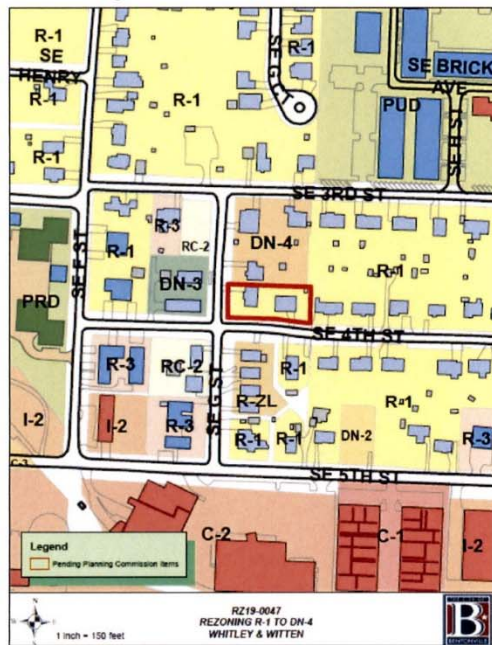
The Future Land Use Plan currently depicts this property as low density residential. These areas include detached single-family residential properties, as well as local amenities for residents.

Analysis/Recommendation

According to the applicant's narrative, their intent is to develop the tract in conjunction with the already zoned DN-4 lots to the north. Staff recommends approval of the rezoning due to adjacent zoning districts and development trends in the vicinity.

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

Location Map



Rezoning Narrative
309 SE G and 805 SE 4th

Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: DN4- Downtown Mixed Use Residential

Explanation: Newell Development proposes to rezone the properties at 309 SE G Street (Parcel # 01-04690-000), and 805 SE 4th Street (Parcel #01-04690-001) from R1 to DN 4, in order to develop a real estate project in compliance with DN development standards. The current owners are: 309 SE G- Matthew Bryan Whitley and 805 SE 4th- who endeavor to sell the property.

Reason to Rezone: The rezone would allow for future owners to build a higher density multifamily development.

Statement of how the property will relate to surrounding properties: The development proposed for the property will fit in form and scale with the SE side of Downtown Bentonville.

Use: This residential development will fit into the Downtown Core development plan.

Traffic: The additional units should not impact current traffic patterns.

Signage: None proposed.

Appearance: Infill multi-family construction similar to other small multi-family projects on SW side of town.

Water/ Sewer/ Electric: On-Site

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ19-0047).

WHEREAS, Matthew Whitley and Kristal Witten duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 7, BLOCK 4 OF YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT RECORD 18 AT PAGE 23, A REPLAT OF LOT 6, BLOCK 4, YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT RECORD 14 AT PAGE 339, A REPLAT OF LOT 4, BLOCK 4, OF YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD G AT PAGE 165. AND LOT 8, REPLAT OF LOT 4, BLOCK 4, YOUNG'S ADDITION TO THE CITY OF BENTONVILLE, 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 January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Bertschy Trust

1908 SE J Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0048
Applicant / Current Owner	Bertschy Trust 215 Parkview Drive Pineville, Missouri 64856
Site Area	+/- 5.07 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-3, Central Commercial
Future Land Use Map Designation	Residential Estates

Property Description

This property is located east of SE J Street and south of SE 18th Street. Adjacent zonings are R-3, Medium Density Residential to the north and west, A-1 to the east, and C-2, General Commercial to the south.

Relationship to the General Plan

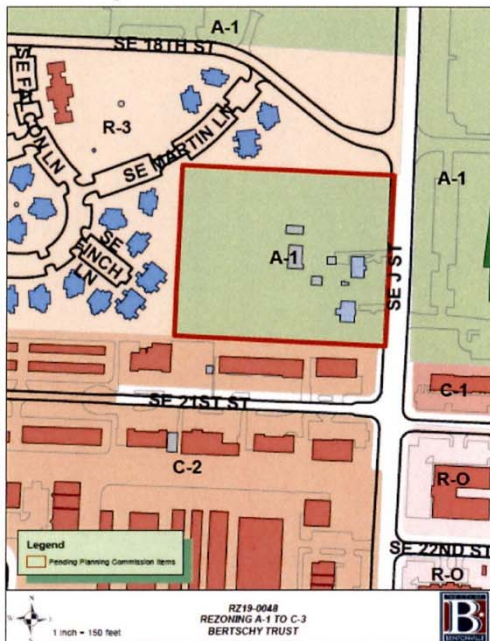
The Future Land Use Plan currently depicts this property as residential estates. These areas include large detached single-family residential properties at least one acre in size.

Analysis/Recommendation

According to the applicant's narrative, their intent is to develop the site in to mid-level, luxury apartments with a variety of site amenities. Staff recommends approval of the rezoning due to the surrounding zoning districts and the existing mix of uses in the vicinity.

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

Location Map



Narrative

- The current zoning designation is A1 agricultural zoning. The proposed zoning designation is C3 commercial.
- The proposed zoning change is in order to allow the development of the property for midlevel, luxury apartments.
- Future owner of the property has several family oriented developments in the region.
- The zoning needs to be changed in order to develop the area in a way that is of best use for the community. We believe that the best use is a multi-family housing development with luxury amenities and easy walkability to work and school facilities.
- The property is adjacent to Bentonville Highschool, which will give families more housing choices within walking distance. Behind the property is a section of multi family townhomes, which fit with the intended use of the property. To the south are a series of small, multi-use industrial buildings and beyond that, there are a mix of other commercial buildings, including a dermatology clinic, several teaching facilities and a church.
- To provide choice to families that are interested in living near Bentonville Highschool, to provide housing options for young families who want to live near their work, and to provide more housing options for the greater Bentonville area. If the community finds it desirable, there would also be an option for a dog park in order to increase the development's utility to the community.
- Latest official traffic count puts the traffic count at 20,000 vehicles daily.
- Signs will be per city of Bentonville code and approval.
- 2-3 bedroom units in dwellings built with modern rustic characteristics. Community is planned to be designed in straight lines, centralized around a large, Family-Sized luxury pool with amenities such as a sand volleyball court, shuffleboard, and a badminton court.
- There is 8 inch water main located on the south east corner of the property. Similarly, the sewer runs along the east side of the property. Power is

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-3, CENTRAL COMMERCIAL (PROJECT NUMBER: RZ19-0048).

WHEREAS, Bertschy 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 A-1, Agricultural to C-3, Central Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHEAST QUARTER (SE1 /4) OF THE NORTHWEST QUARTER (NW1 /4) OF SECTION FIVE (5), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE S02°23'37"E 838.99 FEET ALONG THE EAST LINE OF SAID 40 ACRE TRACT TO A POINT; THENCE N87°35'59"W 40.47 FEET TO A SET 1 /2" IRON REBAR ON THE WEST RIGHT-OF-WAY LINE OF SE 'J' STREET, AS SHOWN ON THE ARKANSAS STATE HIGHWAY COMMISSION RIGHT-OF-WAY MAP, JOB NO. 009834, FOR THE TRUE POINT OF BEGINNING; THENCE S02°32'21 "W 303.42 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT IN AN EXISTING POWER POLE AND FROM WHICH A SET 1 /2" REFERENCE IRON BEARS N87°36'21 "W 0.66 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N87°36'21"W 126.39 FEET TO A SET 1/2" IRON REBAR; THENCE S02°23'08"W 126.58 FEET TO A SET 1 /2" IRON REBAR; THENCE N87°35'59"W 388.22 FEET TO A SET 1 /2" IRON REBAR; THENCE N02°23'37"W 430.02 FEET TO AN EXISTING IRON REBAR; THENCE S87°35'59"E 515.37 FEET TO THE POINT OF BEGINNING, CONTAINING 4. 72 ACRES, MORE OR LESS. THE ABOVE 4. 72 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.ANDA PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FIVE (5), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE S02°23'37"E 838.99 FEET ALONG THE EAST LINE OF SAID 40 ACRE TRACT TO A POINT; THENCE N87°35'59"W 40.47 FEET TO A SET 1 /2" IRON REBAR ON THE WEST RIGHT-OF-WAY LINE OF SE 'J' STREET,

AS SHOWN ON THE ARKANSAS STATE HIGHWAY COMMISSION RIGHT-OF-WAY MAP, JOB NO. 009834; THENCE S02°32'21"W 303.42 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING, SAID POINT BEING IN AN EXISTING POWER POLE AND FROM WHICH A SET 1 1/2" REFERENCE IRON BEARS N87°36'21" W 0.66 FEET; THENCE S02°32'21" W 125.66 FEET ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING ARKANSAS DEPARTMENT OF TRANSPORTATION MONUMENT; THENCE S02°52'12"W 0.94 FEET ALONG SAID RIGHT-OF-WAY LINE TO A SET 1/2" IRON REBAR; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N87°35'59"W 126.05 FEET TO A SET 1/2" IRON REBAR; THENCE N02°23'08"E 126.58 FEET TO A SET 1 1/2" IRON REBAR; THENCE S87°36'21" E 126.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS. THE ABOVE 0.37 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-3, Central Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to C-3, Central Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

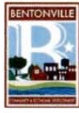
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Bentonville Academy of Music, LLC & Sample

523 SE 6th Street

PC Date: 1/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0049
Applicant / Current Owner	Bentonville Academy of Music, LLC 523 SE 6 th Street Bentonville, Arkansas 72712
Site Area	+/- 0.35 acres
Current Zoning	RC-2, Central Residential-Moderate Density
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Downtown Commercial

Property Description

This property is located north of SE 6th Street and east of SE D Street. Adjacent zonings are R-3 to the north, south, and east, and RC-2 to the west.

Relationship to the General Plan

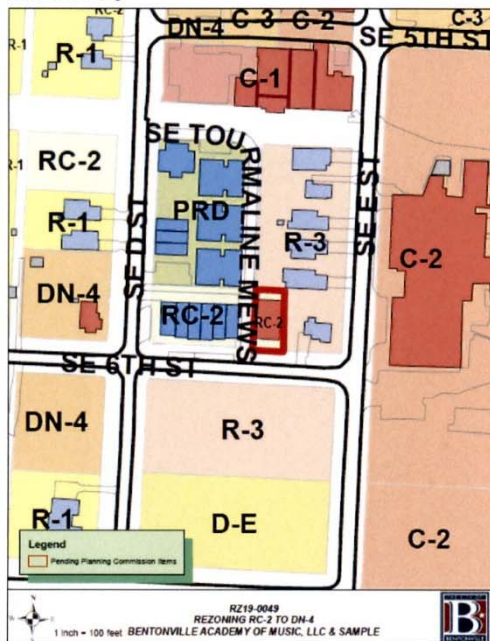
The Future Land Use Plan currently depicts this property as downtown commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access.

Analysis/Recommendation

According to the applicant's narrative, their intent is to allow the buildings to serve as a mixed-use development, with offices on the ground floor and residential uses above. Staff recommends approval of the rezoning due to the site's compatibility with the Future Land Use Plan and surrounding uses.

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

Location Map



Narrative for corner property at SE E and SE 6th Street

Owners: Bentonville Academy of Music

Subject Property: 523 SE 6th Street, Bentonville, AR 72712

Parcel #01-03591-000

The applicant seeks to work with the city to continue to add to the growth and economic development of the downtown area. The subject property at 523 SE 6th St is currently zoned RC-2 is seeking a zoning change to DN-4. With the recent rezoning across from Austin-Baggett Park and the opening of The Momentary, we feel this rezoning is most compatible with the future land use of the City of Bentonville.

The property is located on the corner of SE E Street and SE 6th Street with the Momentary directly across the street to the east and Austin-Baggett park across the street to the south. 6th and E Street are both corridors to the Momentary.

The structure is CURRENTLY BUILT and has operated as a mixed-use residence and Academy of Music. The future plans for the building are to operate similarly as a mixed-use development. The ground floor tenants will be a boutique real estate company. Residential will remain in the building. Space for future development is not possible so the building will remain as built. Signage exists, but we request to change the name. Sewer and water exist and are in use. -8" water south 6th street.

Traffic counts and parking will not be adversely affected, or vary from the current use.



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-C2, CENTRAL RESIDENTIAL - MODERATE DENSITY TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ19-0049).

WHEREAS, Bentonville Academy of Music, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-C2, Central Residential - Moderate Density to DN-4, Downtown Mixed-Use Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT, 15 BLOCK J, ORCHARD'S ADDITION TO BENTONVILLE, BENTON COUNTY, AR
AS SHOWN ON PLAT RECORD BOOK 2016 PAGE 926, 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 January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-C2, Central Residential - Moderate Density to DN-4, Downtown Mixed-Use Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-C2, Central Residential - Moderate Density to DN-4, Downtown Mixed-Use Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Bella Vista Road Housing

614 Bella Vista Road

PC Date: 1/21/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	PRD19-0004
Applicant / Current Owner	Hurricane WA, LLC PO Box 1285 Bentonville, AR 72712
Site Area	+/- 0.61 acres
Current Zoning	DN-2, Downtown Medium Density Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Medium Density Residential (MDR)

Property Description

A planned residential development to develop five units composed of two single-family residences and three row homes of 0.61 acres with a maximum density of 8 units/acre. The development incorporates common areas to be utilized by the residents which will include an outdoor pavilion, fire pit, play area, dog run, garden area to meet the open space requirements for PRDs. The PRD will be compatible with the surrounding neighborhood in building height, lot coverage and setbacks.

Thirteen on-site parking spaces are proposed to serve the development.

Adjacent zonings are R-1, Single-Family Residential to the north, south, and west, and R-E, Residential Estate to the east.

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

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as medium density residential. Medium density residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this planned residential development is compatible with the Future Land Use Plan.

Conclusion

Because the proposed planned residential development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

Location Map



The proposed Planned Residential Development is to develop 2 single family homes (+/- 1800 sq ft), along with 3 rowhomes (+/- 1500 sq. ft.) The single family homes will have 1 parking space per house while the rowhomes will have detached garages. The PRD will offer additional housing choices for the over development which already includes 4 larger single family houses. The addition of the different housing choices will create a sense of community. The development incorporates common areas to be used by residents which will include an outdoor pavilion, fire pit, play area, dog run, garden and 8 resident/guest parking spaces. The design elements meet the open space requirements for PRD's. The perimeter of the property, matches the existing zoning of DN-2 requirements for building height, lot coverage and setbacks. The only expectation is Eastern setback is 18' verses 25'

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. The proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan.

Acreage

- .61 acres

Density

- Maximum density is 8 units per acre

Building Height

- Maximum Height of 36'

Overall Setbacks

- North – 7'
- East – 15'
- West – 18'
- South – 7'

Parking

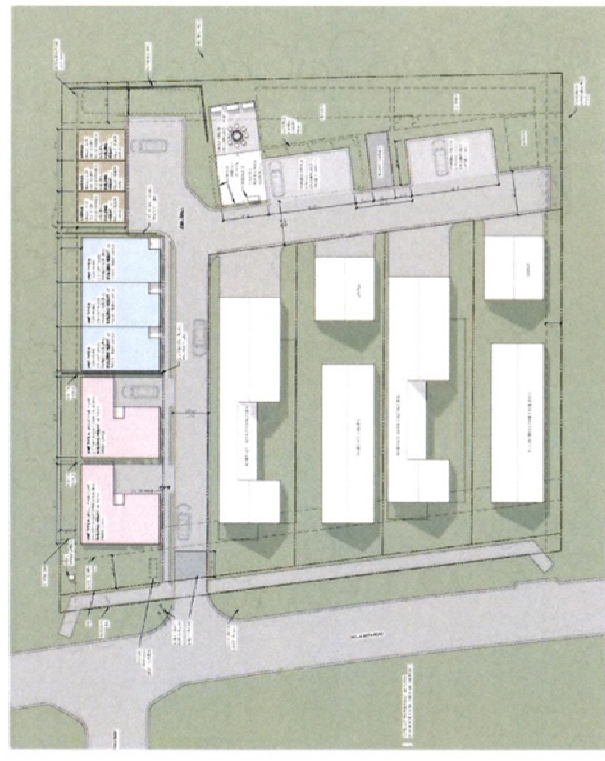
- Garage – 5 spaces
- Surface Parking – 8 spaces

Open Space

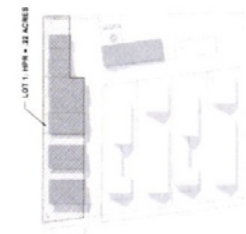
- 38% provided (15% required)

Phasing

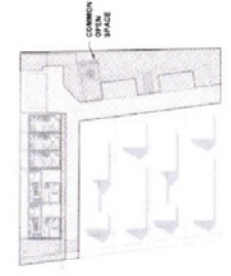
- Development will be built in one phase



1 SITE PLAN - GROUND FLOOR PLAN



4 SITE AREA PLAN - HBR LOT 1
1" = 32.8'



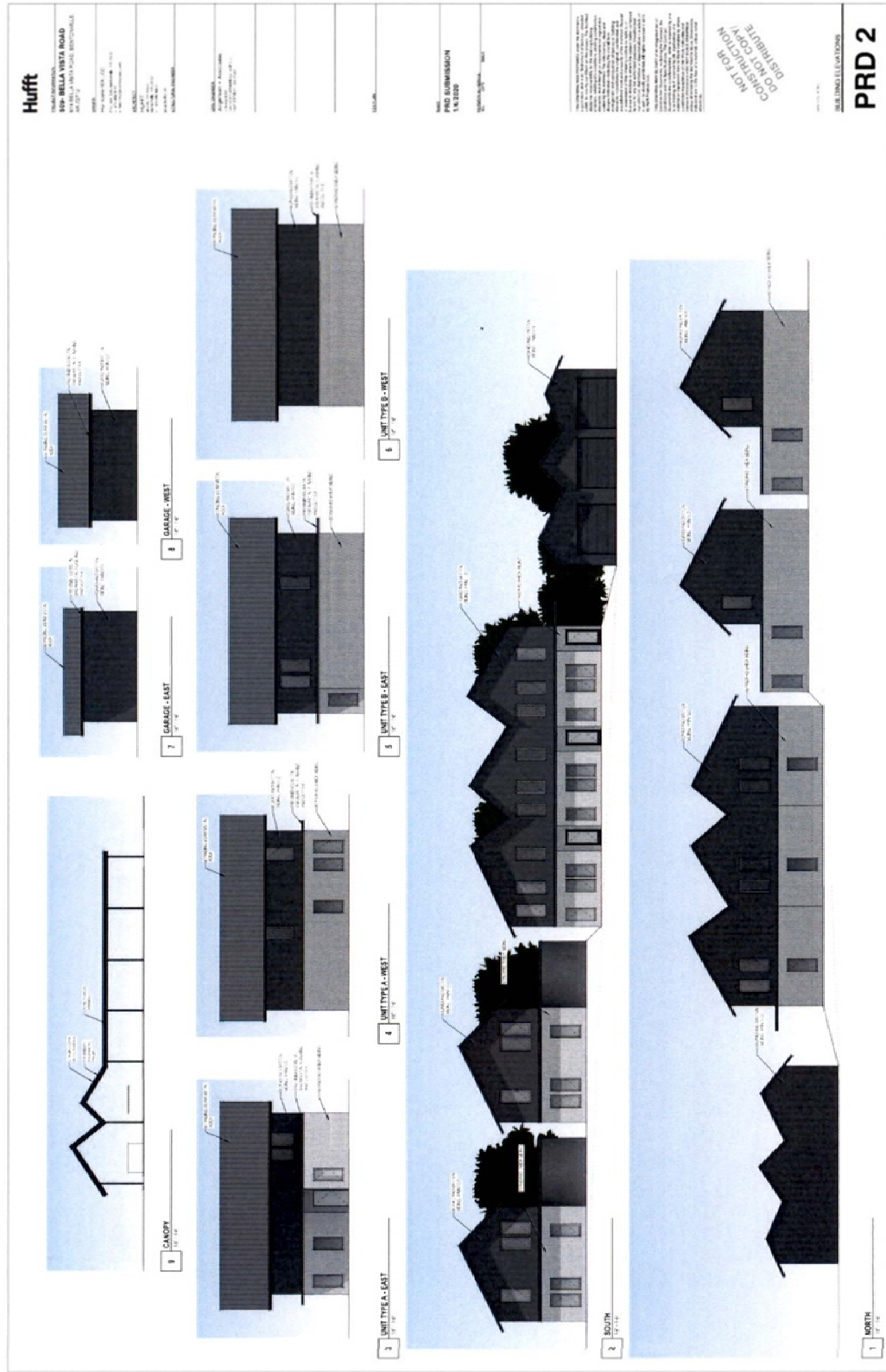
3 SITE AREA PLAN

PRO INFORMATION

[illegible]

INNOVATION CHG	2
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1017



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD19-0004).

WHEREAS, Hurricane WA, 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-2, Downtown Medium-Density Residential to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOT 33 AND A PORTION OF LOTS 34,35,36 AND 37 OF MCANDREW & JACKSON ADDITION BEGINNING AT THE NORTHEAST CORNER OF LOT 28, THENCE S00°39'24"W 227.32 FEET, THENCE N88°09'05"W 62.70 FEET, THENCE N05°34'35"W 161.35 FEET, THENCE N88°09'05"W 144.31 FEET, THENCE N05°15'50"W 67.85 FEET, THENCE S88°09'05"E 231.53 FEET TO THE POINT OF BEGINNING, CONTAINING 0.61 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW at 407 SW C Street of Scoggan Subdivision to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC19-0043).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

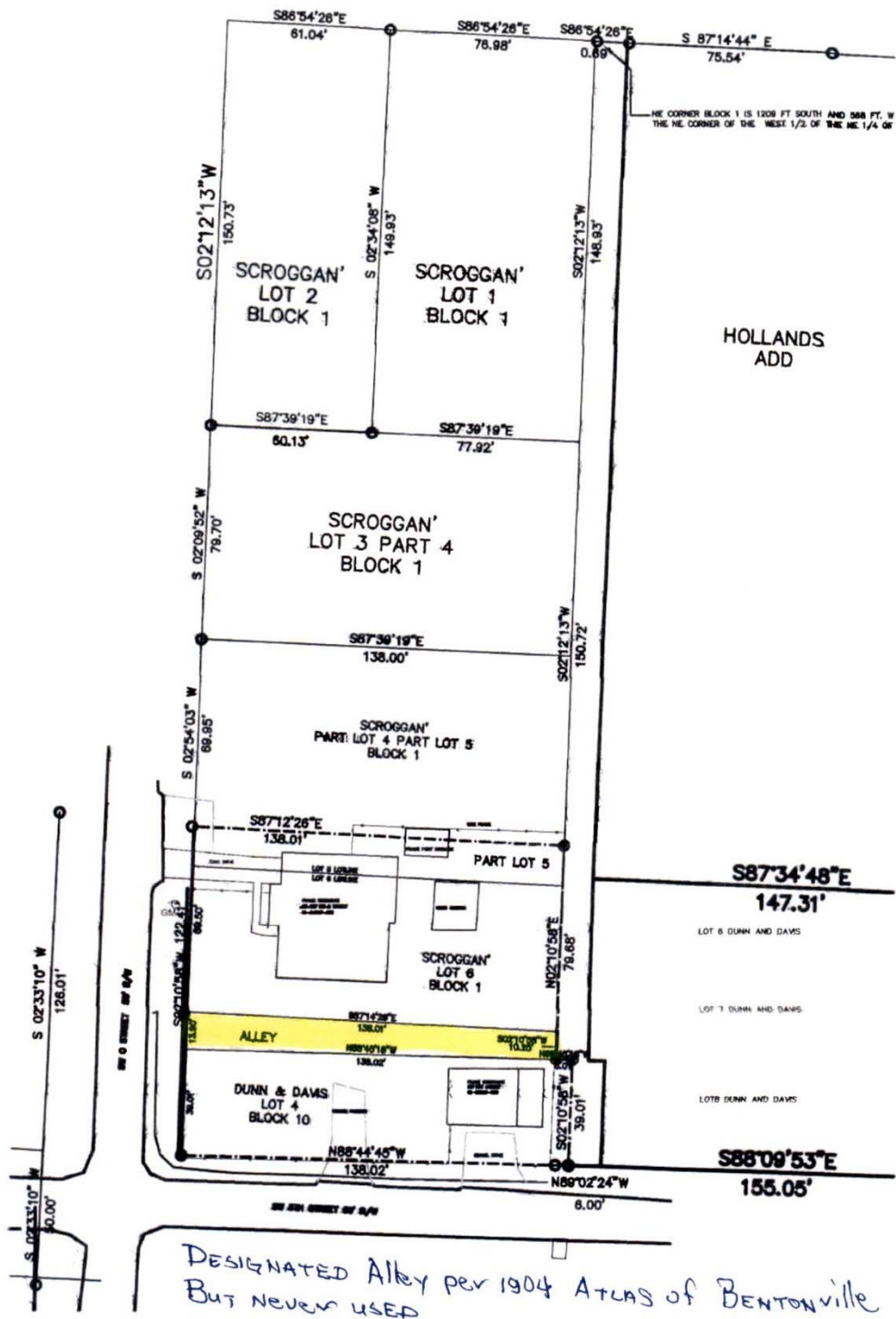
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

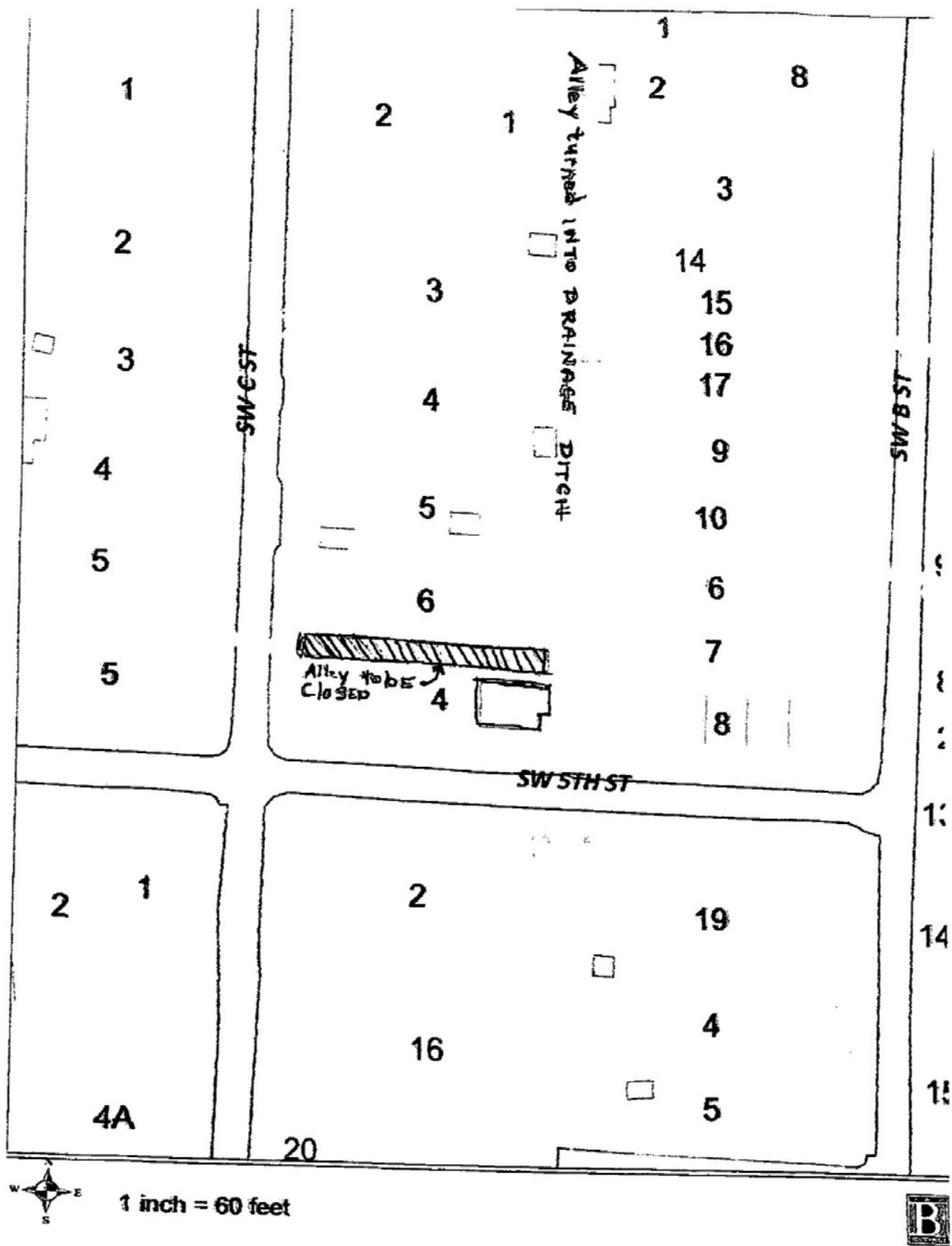
www.bentonvillear.com



PLEASE RECYCLE







ORDINANCE NO. _____

AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY AT 407 SW C STREET OF SCOGGAN SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0043).

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

PART OF THE NW ¼ OF THE NE ¼ AND PART OF THE SW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH OF RANGE 30 WEST BENTONVILLE, BENTON COUNTY, ARKANSAS:

COMMENCING AT THE NE CORNER OF THE WEST ½ OF THE NE ¼ OF SAID SECTION T-20N, R-30W, THENCE 1203 FEET SOUTH AND 568 FEET WEST TO THE NORTHEAST CORNER OF SCROGGIN SUBDIVISION, THENCE S02°12'13"W 148.93 FEET TO A FOUND IRON PIN, THENCE S02°12'13"W 150.72 FEET TO A FOUND IRON PIN THENCE S02°10'58"W 69.43 FEET TO THE POINT OF BEGINNING, THENCE N87°14'28"W 138.01 FEET, THENCE S02°10'58"W 13.90 FEET, THENCE S88°45'18"E 138.00 FEET, THENCE N02°10'58"E 10.25 FEET TO THE POINT OF BEGINNING.

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

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

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

PART OF THE NW ¼ OF THE NE ¼ AND PART OF THE SW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH OF RANGE 30 WEST BENTONVILLE, BENTON COUNTY, ARKANSAS:

COMMENCING AT THE NE CORNER OF THE WEST ½ OF THE NE ¼ OF SAID SECTION T-20N, R-30W, THENCE 1203 FEET SOUTH AND 568 FEET WEST TO THE NORTHEAST CORNER OF SCROGGIN SUBDIVISION, THENCE S02°12'13"W 148.93 FEET TO A

FOUND IRON PIN, THENCE S02°12'13"W 150.72 FEET TO A FOUND IRON PIN THENCE S02°10'58"W 69.43 FEET TO THE POINT OF BEGINNING, THENCE N87°14'28"W 138.01 FEET, THENCE S02°10'58"W 13.90 FEET, THENCE S88°45'18"E 138.00 FEET, THENCE N02°10'58"E 10.25 FEET TO THE POINT OF BEGINNING.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating a Utility and Drainage Easement Vacation requested for Lot 1 of Williamsburg Heights (VAC19-0042).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

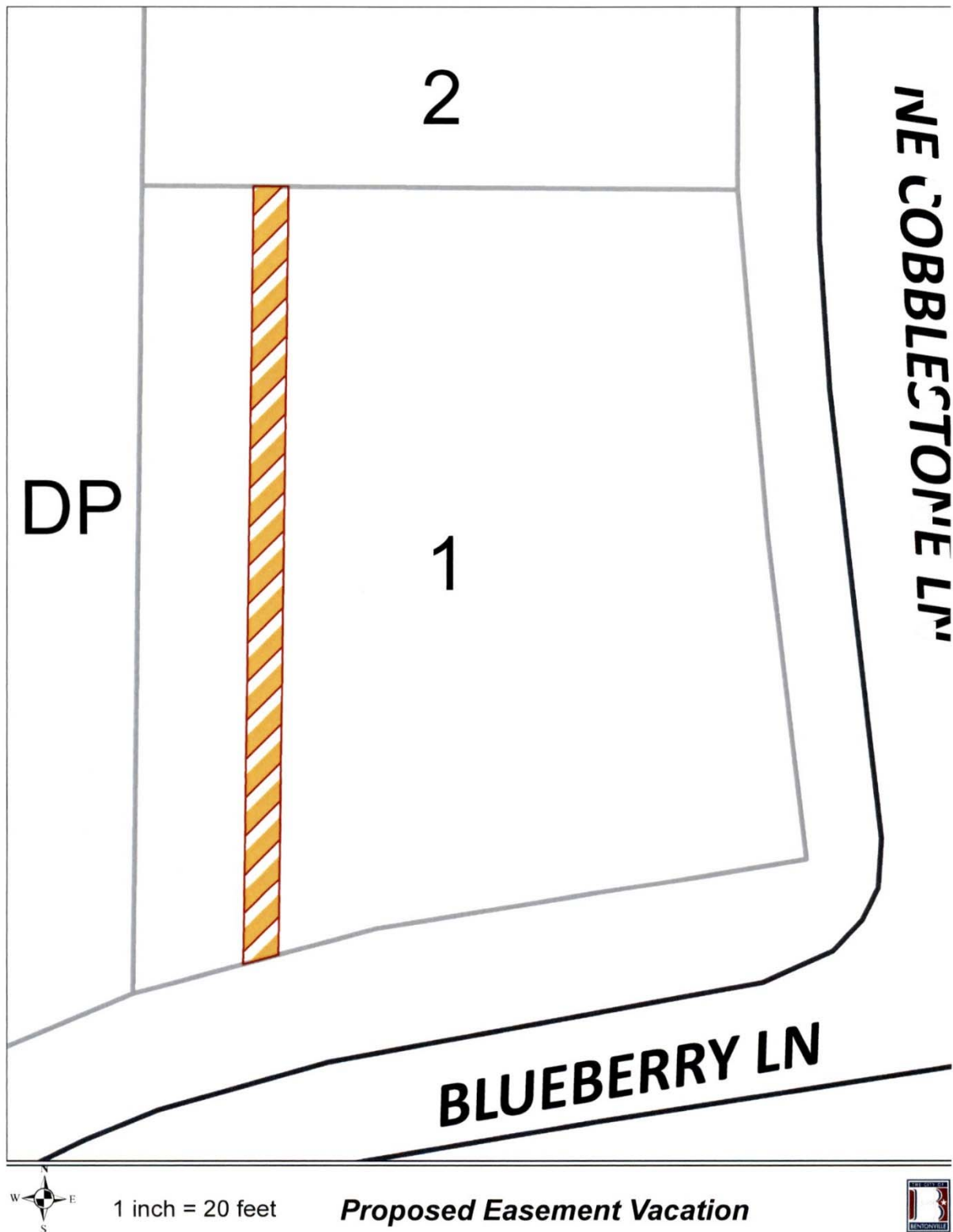
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO. _____

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT
LOCATED AT LOT 1 OF WILLIAMSBURG HEIGHTS TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC19-0042).**

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

A vacation of an existing Utility and Drainage Easement off the West 25' of Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

The East 6' of the West 25' of the above mentioned Utility and Drainage Easement, starting 30' North of the Blueberry Row line which is in Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas.

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

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

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

A vacation of an existing Utility and Drainage Easement off the West 25' of Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

The East 6' of the West 25' of the above mentioned Utility and Drainage Easement, starting 30' North of the Blueberry Row line which is in Lot 1 Williamsburg Heights Subdivision an addition in the City of Bentonville, as shown on Plat Record Page P3 Page 810, and recorded in the Benton County Clerk's Office, Benton County, Arkansas.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Mark Brightwell

Department

Engineering

Phone

254-2026

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Morrison-Shipley Engineers, Inc., for additional survey, design, bidding, and construction phase services related to the South Main Street project.

COST TO CITY:

Cost of this Request: \$224,650.00

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



Memorandum



To: Mayor and City Council
From: Mark D. Brightwell, Staff Engineer
Date: Thursday, January 16, 2020
Re: Amendment #6 to Agreement with Morrison-Shipley Engineers, Inc. for the South Main Street Project

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an amendment to the original 2009 agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, design, and construction phase services as specified in the attached amendment. The additional survey and design items were added as a result of request from the City of Bentonville to break the previous project into phases, with Phase 1 being from 8th Street to 2nd Street, and expand the scope from the original design. Re-routing an existing storm drain that is on private property to City right-of-way is also included. The additional construction phase services are required to provide adequate construction oversight and support to the City of Bentonville through the construction duration.

The additional cost to the original agreement, as amended, is \$224,650. These funds will come from the Street Bond Account.

Original 2009 Agreement	\$ 276,000
Previous Amendments	\$ 146,190
This Amendment	\$ 224,650
Adjusted Total	\$ 646,840

Please find the attached Amendment #6 for your reference.

Thank you for your consideration of this request. Please contact me at mbrightwell@bentonvillear.com or 479-254-2026 with any questions or comments.



January 3, 2020

Mr. Mark Brightwell, PE, PMP
Staff Engineer
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

**RE: *Proposal to Provide Engineering Services
South Main Street Re-design – Amendment 6 (Scope Revisions)
City of Bentonville, Arkansas***

Dear Mark:

We greatly appreciate the opportunity to continue working with the City of Bentonville on this project. This Amendment 6 shall be considered to be in addition to the original contract between MSE and The City of Bentonville, titled "Main Street Re-design in Bentonville" dated March 11, 2009, Amendment 1 dated June 23, 2009, Amendment 2 dated August 12, 2009, Amendment 3 dated January 19, 2010, Amendment 4 dated October 3, 2011, and Amendment 5 dated August 20, 2013.

Based on our recent discussions, the City has asked for MSE to prepare bidding and construction documents for improvements to South Main Street, from 8th Street to 2nd Street. These improvements are indicated on the Concept Plan prepared by MSE dated October 18, 2019 and provided for your review on November 18, 2019, and generally include adding on street parking in areas, reducing the street driving width to 22', providing 9' sidewalks and landscaping trees on both sides, reconstructing the curb and gutters on both sides, adding street lighting, and addressing drainage issues near SE 4th Street and at the existing trail crossing.

Our pre-design opinion for the construction costs is in the \$2.0 million range, exclusive of non-construction costs. The actual construction costs may be more or less than this range based on the existing conditions during the design phase. However, we will endeavor to make the most cost-effective decisions possible when given design alternatives.

2407 SE COTTONWOOD ST STE 1
BENTONVILLE AR 72712
479 273 2209

PROPOSED SCOPE OF SERVICES

Morrison-Shipley's services for this project will consist of the following items:

- **CONSTRUCTION DOCUMENTS**
 - Topographic Field Surveys/Base Sheet Preparation
 - Construction Plans & Specifications
 - Right of Way Mapping
 - R/W acquisition documents
 - Easement acquisition documents
- **BIDDING PHASE**
- **CONSTRUCTION PHASE**
 - Construction Contract Administration
 - Construction Observation
 - Preparation of Record Drawings

For each phase of the work listed above, MSE will provide the following services:

Topographic Field Surveys and Base Sheet Preparation:

1. Perform electronic field surveys for the purpose of establishing existing site features, including streets, drainage, water and sewer improvements and existing rights of way. Surveys will be tied to known benchmarks and placed on the Arkansas State Plane North coordinate system, unless otherwise specified.
2. Set temporary benchmarks for use during design and construction phases.
3. Prepare base sheets in AutoCAD 2020 Civil 3D format that will be used for the preparation of the construction plans. Plans will be prepared at a 1" = 20' scale and will show existing ground contours at a one (1) foot minimum interval. Base sheet will also show all existing site features as noted above, underground utilities resulting from Arkansas One-Call locates, and existing rights of way along South Main Street.

Construction Plans/Spec Preparation:

1. Preparation of full construction plans to include all horizontal and vertical information needed to construct the improvements.
2. Submit review plan for City staff review and comment.
3. Attendance two (2) public meetings with City of Bentonville for the purpose of collecting public comments.
4. Preparation of contract documents and technical specifications in a format that is suitable to the City of Bentonville.
5. Preparation of SWPPP and submittal of NOI to ADEQ.

Bidding and Construction Phases:

1. Submit bidding advertisement to the City of Bentonville for their submittal to local newspaper(s).
2. Coordinate and reproduction of plans and specifications and issue same to prospective bidders. MSE will pay for plan and specification reproduction costs for "Issued for Bidding" set and then retain bidders' payments for such documents without refund to the Contractor.
3. Attend pre-bid meeting with prospective bidders.
4. Field contractor questions and issue bidding addendums, if necessary.
5. Receive bids and conduct public bid opening on behalf of the City of Bentonville.
6. Prepare bid tabulation and provide recommendation of award to the City of Bentonville.
7. Issue Notice of Award to Contractor.
8. Review contract documents submitted by Contractor to ensure that they have been properly executed and to ensure that all bonds and insurance have been included. If acceptable, issue Notice to Proceed to contractor.
9. Flag proposed ROW for acquisition reference.

10. Establish temporary benchmarks at 1,000-foot minimum intervals. Vertical control will be established by running closed level loops from known benchmarks.
11. Provide construction observation during the construction phase. MSE will provide construction observation as needed and anticipate observation to average 4 hours per day for a maximum construction period of 35 weeks (700 total hours). If the construction time exceeds 35 weeks or if more stringent observation is requested, MSE reserves the right to renegotiate our fees for this service.
12. Handle contractor RFI's and issue change orders, if necessary.
13. Prepare Contractor's payment applications for submittal to and payment by the City of Bentonville.
14. Prepare record drawings at the completion of construction. Record drawings will include as-built information along all curb and drainage structures.
15. Prepare a Final Change order that reconciles final construction costs and project days, including an assessment of penalties for delays, if required.

EXCLUSIONS:

1. Outside agency review and permit fees.
2. Excavations required for utility locates.
3. Newspaper advertising fees.
4. Construction materials testing.
5. Design of franchise utility relocations.
6. Design of electrical systems.
7. Design of water and sewer relocations.
8. Design of improvements outside of the street rights-of-way.
9. Oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance.
10. Traffic Study.
11. Geotechnical Report.
12. Environmental related items.

FEES:

(Fees are Lump Sum unless noted otherwise):

• Topographic Survey/R/W mapping:	\$	26,700.00
• Construction Plans and Specifications:	\$	98,500.00
• R/W and Easement Documents (4)	\$	2,400.00
• Bid Phase Services:	\$	5,750.00
• Construction Administration (Hourly Budget):	\$	12,800.00 ¹
• Construction Observation (Hourly Budget):	\$	66,500.00 ²
• Record Drawings:	\$	5,500.00

¹ Construction Administration will be billed hourly as incurred in accordance with the attached Schedule of Hourly Billing Rates for the actual time expended.

² Construction Observation will be billed hourly as incurred in accordance with the attached Schedule of Hourly Billing Rates for the actual time expended on the project as requested by the City. The budget is based on 700 hrs of observation time.

Reimbursable Fees (estimated):

• Utility locate fees:	\$	1,500.00
• Title Search for Easements:	\$	1,500.00
• Printing and Shipping Costs:	\$	3,500.00

Fee Conditions:

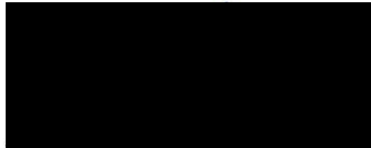
1. Our fees for the all items associated with Amendment 6 shall be **\$224,650.00**.
2. Services not listed in this Proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.
3. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

South Main Street Re-design – Amendment 6
January 3, 2020
Page 6 of 6

This executed Proposal along with the attached Terms and Conditions and Schedule of Hourly Billing Rates, constitutes the full agreement between our parties for the work. If the terms of this Proposal are acceptable, please have it signed below.

Please let me know if you have any questions or comments and we thank you for the opportunity to continue working with your team!

Sincerely,
Morrison-Shipley Engineers, Inc.



John Wary, P.E.
Principal

Terms of this Proposal agreed to by:

Honorable Stephanie Orman
Mayor

Date: _____

Attachments: Terms and Conditions
 Schedule of Hourly Billing Rates

TERMS AND CONDITIONS

ADDITIONAL SERVICES

Any service(s) not listed in MSE's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by the Client prior to MSE proceeding with any work.

Revisions to the project scope requested by the Client which occur after MSE has been authorized to start its work, including modifications necessitated by operational or budget issues, value engineering, etc., will be considered Additional Services, and MSE's time required to make revisions to the site layout will be billed in addition to the stated fees in this agreement.

The Client shall pay MSE for all Additional Services an amount equal to the cumulative hours charged to the Project by each class of MSE's employees multiplied by the billing rate for each applicable billing class in accordance with the Schedule of Hourly Billing Rates, plus reimbursable expenses and fees charged by MSE's subconsultants.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by MSE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

BETTERMENT

If, due to MSE's negligence, a required item or component of the Project is omitted from MSE's construction documents, MSE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MSE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

MSE shall not be required to sign any documents, no matter by whom requested, that would result in MSE's having to certify, guarantee, or warrant the existence of conditions whose existence MSE cannot ascertain. The Client also agrees not to make resolution of any dispute with MSE or payment of any amount due to MSE in any way contingent upon MSE's signing any such certification. As used herein, the word "certify" shall mean an expression of MSE's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by MSE.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MSE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, MSE may call for renegotiation of appropriate portions of this Agreement. MSE shall notify the Client of the changed conditions necessitating renegotiation, and MSE and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision herein.

CHANGES IN THE WORK

MSE shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of

the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and the Client will pay MSE for these services in accordance with the Additional Services provisions of this Agreement.

CONFIDENTIALITY

MSE agrees to keep confidential and not to disclose to any person or entity, other than MSE's employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by MSE or furnished to MSE and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict MSE from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for MSE to defend itself from any legal action or claim.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor MSE, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and MSE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CONSTRUCTION OBSERVATION

If included in the Scope of Services of this Agreement, MSE shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and MSE, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MSE to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, MSE shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by MSE as Additional Services in accordance with the terms of this Agreement.

MSE shall not supervise, direct, or have control over the Contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Project. These rights and responsibilities are solely those of the Contractor in accordance with Contractor's contract with the Client.

MSE shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of MSE.

MSE does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contractor's contract with the Client or any applicable laws, codes, rules, or regulations.

DESIGN WITHOUT CONSTRUCTION OBSERVATION

Unless Construction Observation is specifically noted in MSE's Scope of Services, it is understood and agreed that MSE's services do **NOT** include Construction Observation nor review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. As such, the Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and the Client waives any claims against MSE that may be in any way connected thereto, including claims resulting from unauthorized modifications to the construction plans and construction errors or omissions.

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

DISPUTE RESOLUTION

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

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

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by MSE, the Client agrees that all such electronic files are instruments of service of MSE, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of MSE. The Client further agrees that MSE shall have no responsibility or liability to Client or others for any changes made by anyone other than MSE or for any reuse of the electronic files without the prior written consent of MSE.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSE, its officers, directors, employees and subconsultants (collectively, MSE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than MSE or from any use or reuse of the electronic files without the prior written consent of MSE.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by MSE, and MSE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall MSE be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by MSE and electronic files, the signed or sealed hard-copy construction documents shall govern.

GOVERNING LAW AND JURISDICTION

The Client and MSE agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Arkansas without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and MSE arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Benton County, Arkansas.

HAZARDOUS MATERIALS

Both parties acknowledge that MSE's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event MSE or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to MSE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of MSE's services, MSE may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

As used in this Agreement, the term "Hazardous Materials" shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

INDEMNIFICATION

MSE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by MSE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom MSE is legally liable.

Neither the Client nor MSE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. MSE may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. MSE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

INSURANCE

During the term of this Agreement, MSE agrees to provide the insurance coverages noted on the sample insurance certificates that follow these Terms and Conditions. If additional coverage is required over and above the noted coverages, the Client shall reimburse MSE 100% of the premium(s) charged for the additional coverage required.

over and above the noted coverage. In addition, MSE agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall be defined as the availability of insurance allowing more than 50% of the design professionals practicing in the State of Arkansas in this discipline being able to obtain such coverage. Insurance coverages shall be subject to all the terms, exclusions, and conditions of the policies.

JOBSITE SAFETY

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

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and MSE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of MSE and MSE's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of MSE and MSE's officers, directors, partners, employees, shareholders, owners, and subconsultants shall not exceed the total sum paid to or on behalf of MSE by MSE's insurance policies applicable thereto subject to all terms, exclusions, and conditions of the policies. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

In providing opinions of probable construction costs, the Client understands that MSE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that MSE's opinions of probable construction costs are made on the basis of MSE's professional judgment and experience. MSE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from MSE's opinion of probable construction cost.

OWNERSHIP OF INSTRUMENTS OF SERVICE

The Client acknowledges MSE's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to MSE. The Client shall not reuse

or make any modification to the construction documents without the prior written authorization of MSE. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSE, its officers, directors, employees and subconsultants (collectively, MSE) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of MSE.

PERMITS AND APPROVALS

MSE will assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which MSE's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by MSE and included in the Scope of Services of this Agreement.

MSE's assistance does not include, however, special studies, special research, attendance at more than two (2) meetings with public authorities, special testing or special documentation not usually and customarily required for this type of project. MSE will provide such special services as Additional Services as authorized in writing by the Client in accordance with the compensation provisions of this Agreement.

When permit or review fees are required, the Client shall either 1) pay these directly to the requesting agency, or 2) provide MSE full payment on an instrument payable to requesting agency prior to MSE's submittal of documents requiring permit(s) or review(s). MSE may elect to pay, on behalf of the Client, permit or review fees. Same will be invoiced to Client as Reimbursable Expenses, in addition to MSE's Fees, at 110% of MSE's cost.

MSE provides no guarantee regarding the timeframe for obtaining approvals from outside agencies nor does it guarantee approval of any permits.

PRECEDENCE

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding MSE's services.

RECORD DOCUMENTS

If included in MSE's Scope of Services, upon completion of the Work, MSE shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which MSE is entitled to assume will be reliable, MSE cannot and does not warrant their accuracy or completeness.

REJECTION OF WORK

MSE shall have the authority, but not the duty, to recommend to the Client rejection of any Work that, in the judgment of MSE, does not conform to the Construction Documents. Neither this authority nor MSE's good-faith judgment to reject or not reject any Work shall subject MSE to any liability to or cause of action by the Contractor, subcontractors, or any other suppliers or persons performing work on this project.

SEVERABILITY

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SHOP DRAWING REVIEW

MSE shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. MSE's review shall be conducted with reasonable promptness while allowing sufficient time in MSE's judgment to permit adequate review. Review of a specific item shall not indicate that MSE has reviewed the entire assembly of which the item is a component. MSE shall not be responsible for any deviations from the Construction Documents not brought to the attention of MSE in writing by the Contractor. MSE shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

STANDARD OF CARE

In providing services under this Agreement, MSE shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. MSE makes no warranties, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project. MSE and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

SUCCESSORS, ASSIGNS, AND BENEFICIARIES

Client and MSE each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and MSE are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor MSE may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SURVIVAL

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay MSE for all services rendered and all reimbursable costs incurred by MSE up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving MSE not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of the Project or MSE's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of MSE, the Client shall pay MSE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by MSE in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSE. MSE's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MSE because of this Agreement or the performance or nonperformance of services hereunder. The Client and MSE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

VALUE ENGINEERING

If the Client retains the services of a Value Engineer (VE) to review the plans prepared by MSE, these services shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of MSE's services. The Client shall promptly notify MSE of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to MSE for review, and adequate time will be provided for MSE to respond to these recommendations.

If MSE objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client, in spite of MSE's objections, requires the incorporation of changes in the Construction Documents, the Client agrees, to the fullest extent permitted by law, to waive all claims against MSE and to indemnify and hold harmless MSE from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

MSE shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. MSE shall be compensated as Additional Services for all time spent to prepare for, review, and respond to the recommendations of the VE. MSE's time for performance of its services shall be equitably adjusted.

END OF TERMS AND CONDITIONS



SCHEDULE OF HOURLY BILLING RATES

(Effective June 1, 2019)

Principal Engineer	\$ 190.00/Hour
Senior Project Manager	\$ 150.00/Hour
Project Manager	\$ 130.00/Hour
Project Engineer (P.E.)	\$ 120.00/Hour
Project Engineer (E.I.)	\$ 95.00/Hour
Engineering Technician	\$ 75.00/Hour
CAD Senior Designer	\$ 100.00/Hour
CAD Designer	\$ 85.00/Hour
CAD Technician	\$ 70.00/Hour
Senior Construction Observer	\$ 95.00/Hour
Construction Observer	\$ 85.00/Hour
Professional Surveyor (P.S.)	\$ 120.00/Hour
Survey Coordinator	\$ 100.00/Hour
Survey Intern (S.I.)	\$ 85.00/Hour
Survey Crew Chief	\$ 75.00/Hour
Survey Rodman	\$ 60.00/Hour
Survey Field Crew (1-person)	\$ 125.00/Hour
Survey Field Crew (2-person)	\$ 150.00/Hour
Survey Field Crew (3-person)	\$ 185.00/Hour
3D Laser Scanning Field Crew (1-Person)	\$ 225.00/Hour
3D Laser Scanning Project Manager	\$ 130.00/Hour
3D Laser Scanning Technician	\$ 85.00/Hour
Ground Penetrating Radar Field Crew	\$ 185.00/Hour
Aerial Mapping Manager – Field (<i>Flight Ops</i>)	\$ 200.00/Hour
Aerial Mapping Manager – Office (<i>Travel Time/Data Processing</i>)	\$ 100.00/Hour
Aerial Mapping Technician	\$ 85.00/Hour
Administrative Assistant	\$ 45.00/Hour

Schedule of Hourly Billing Rates
Effective June 1, 2019
Page 2 of 2

EXPENSES

Mileage & Per Diem	IRS-allowed rates
Reimbursable Expenses	Cost + 10%

PRINTING

Plan Binders \$4.00 Each

Black & White Copies

8.5x11:	\$0.12 Each	18x24:	\$1.00 Each
8.5x14:	\$0.18 Each	22x34:	\$1.75 Each
11x17:	\$0.25 Each	24x36:	\$2.00 Each
Custom XL:	\$0.30/SF	30x42:	\$3.00 Each

Color Copies

8.5x11:	\$0.60 Each	11x17:	\$2.00 Each
8.5x14:	\$0.80 Each	Custom XL:	\$1.30/SF

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from MSE's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, among others, will be charged at 200% of the noted rates.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MORRISON-SHIPLEY ENGINEERS, INC. FOR PROFESSIONAL SERVICES FOR THE SOUTH MAIN STREET PROJECT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, design and construction phase services related to the South Main Street Project, as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-5914

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO FIRST AMENDMENT TO LEASE BETWEEN CITY OF BENTONVILLE, AS
LESSOR AND BBT INVESTMENTS, LLC, AS LESSEE**

MEMORANDUM TO: Bentonville City Council

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

DATE: January 10, 2020

This is the **FIRST** of two resolutions necessary to finalize a deal whereby a new hangar (Approximately 18,000 square foot in size) will be built on the east side of the Bentonville Municipal Airport. The second resolution (dealing with Assignment of Lease) should follow this resolution in passage.

This is a request for a Resolution to amend an existing lease agreement to allow for some changes not originally applicable in the initial project plans. The lease agreement was originally with BBT Investments, LLC and was passed by resolution before this Council on or about May 14, 2019. Since that time, VBT, LLC has approached the Lessee and Airport Manager about taking over the Lease terms and building a larger single hangar in the designated area. To be able to build to its specifications VBT, LLC requests this First Amendment to Lease. In order to do the Assignment of Lease of the subject building site, VBT, LLC also requests that this First Amendment to Lease be approved prior to the Assignment of Lease.

City Staff approves of this process and wishes to move forward with the Amendment and Assignment. I am familiar with the purpose and effect of the First Amendment as it relates to the City of Bentonville and I believe it is appropriate in this situation. By the time this matter is presented to the City Council for passage on January 28, 2020, it is anticipated that the Airport Advisory Board will have approved the document at its meeting on January 16, 2020. If that situation changes, I will so report to this Council before the Council meeting by additional memorandum.

I therefore ask for approval of the First Amendment to Lease document and associated Resolution.

**FIRST AMENDMENT
TO
LEASE**

THIS FIRST AMENDMENT TO LEASE ("**Amendment**") is made and entered into effective as of January 31, 2020, by and between the **CITY OF BENTONVILLE** ("**Lessor**"), and **BBT INVESTMENTS, LLC**, an Arkansas limited liability company (the "**Lessee**"), amending the Bentonville Municipal Airport Land Lease Agreement between them dated May 15, 2019 (with an effective date of July 1, 2019) (the "**Lease**").

WHEREAS, Lessor and Lessee are agreeable to amending the Lease so that in connection with the assignment of the Lease to VBT, LLC, a Delaware limited liability company, pursuant to the Assignment and Assumption Agreement, for which Lessor has consented, and as a condition to such Assignment and Assumption Agreement, (i) the building materials specified in Paragraph 3.2.1(c) are amended, and (ii) the periods specified in Paragraph 6.2 of the Lease refer to and run from the date of execution of this Amendment rather than the effective date of the Lease;

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

1. Effective as of the date hereof, the following amendments are made to the Lease:

- a. The recital on page 1 be amended to read:

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately +/- 18,000 square feet identified as:

See EXHIBIT A attached hereto or as may be more precisely reflected in an appropriate addendum.

- b. Paragraph 4 be amended so that its reference to sixteen thousand square feet be amended to read "approximately eighteen thousand square feet."
 - c. Paragraph 3.2.1(c) be amended so that the said section be amended to read:

BUILDING MATERIALS AND METHODS. Lessee agrees to use high quality materials in the construction of the hangar building and the improvements therein, including but not limited to a minimum of 26 gauge metal sheeting for roof and walls. Additionally, the hangar building will be insulated with four-inch vinyl reinforced insulation. The hangar door on the hangar will be an aircraft quality, bottom rolling hangar door with motorized assistance. To protect the long-term integrity of the building, the hangar door will be properly weather-stripped to protect against rain, snow sand, birds and other animals.

Lessee shall install in the hangar, R-panel style liner panels along the bottom 6-foot of the interior of all exterior walls. This addition will help protect against insulation deterioration and damage, allowing for longer life of the product.

All materials will be of high quality standard building materials and with the highest quality of craftsmanship. The hangar will have concrete for the flooring material.

The exterior of the hangar will include landscaping and potentially parking on the street side.

- d. Paragraph 6.2 be amended so that the said paragraph be amended to read:

6.2 The Lessee, within four (4) months of the date of execution of the First Amendment to this Lease Agreement by Lessor, entered into between the parties hereto, ("Amendment Date"), shall submit to City Staff or the Airport Advisory Board a conceptual plan with elevations of the proposed building project. Said conceptual plan shall include a minimum of one hangar building, in the approximate size of 18,000 square feet +/- 10%. Additionally, Lessee agrees to construct and improve that portion of the Airport property located between the proposed hangar buildings and the west border of Airport Road. No later than six (6) months from the Amendment Date, the Lessee shall submit conceptual plans of sufficient nature as is required by the City of Bentonville planning department.

No later than twelve (12) months from the Amendment Date, the Lessee shall commence the demolition process and within sixty (60) days thereafter begin the site preparation and construction of the required hangar buildings as set forth herein. Lessee further agrees to use due diligence to complete the construction on all phases of the improvement thereon.

2. All of the terms, covenants and conditions of the Lease as amended shall continue in full force and effect, and the same are hereby reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.

3. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

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

LESSOR:

CITY OF BENTONVILLE

By: _____
Stephanie Orman, Mayor

Attest:

Linda Spence, City Clerk

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Richard Ham, Chairman

LESSEE:

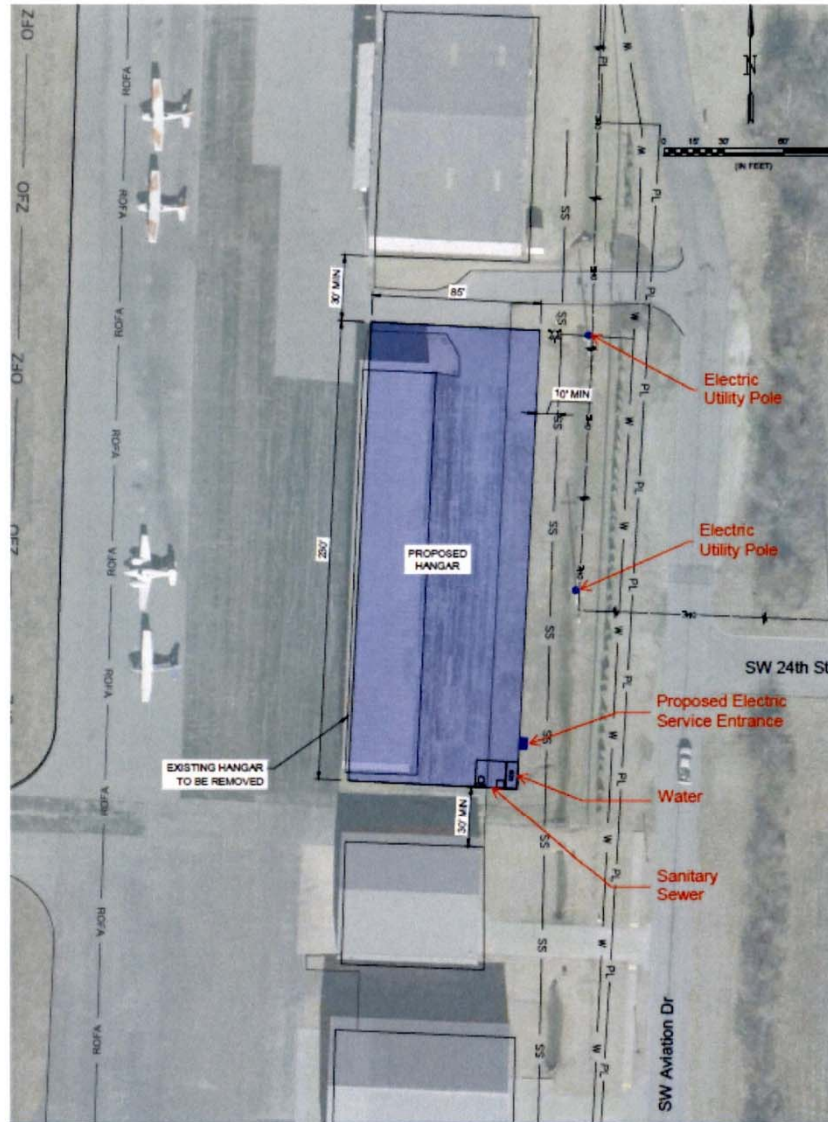
BBT INVESTMENTS, LLC

Signature: _____
Printed Name: Eldon Blackaby
Title: Manager

Signature: _____
Printed Name: Kurt Blackaby
Title: Manager

EXHIBIT A

Leased Premises



RESOLUTION NO. _____

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

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar site located on the east side of the Bentonville Municipal Airport on or about May 14, 2019, as amended;

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

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2020

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

271-5914

ACTION REQUIRED:

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

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**MEMORANDUM RELATING TO THE ASSIGNMENT OF LEASE
BETWEEN BBT INVESTMENTS, LLC, AND VBT, LLC**

MEMORANDUM TO: Bentonville City Council

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

DATE: January 10, 2020

This is the **SECOND** of two resolutions necessary to finalize a deal whereby a new hangar (Approximately 18,000 square foot in size) will be built on the east side of the Bentonville Municipal Airport. The **FIRST** resolution (dealing with Amendment of Lease) should occur prior to this resolution in passage.

This is a request for a Resolution to assign an existing lease. The lease agreement was originally with BBT Investments, LLC and was passed by resolution before this Council on or about May 14, 2019. Since that time, VBT, LLC has approached the Lessee and Airport Manager about taking over the Lease terms and building a larger single hangar in the designated area. BBT Investments, LLC is agreeable and participates fully to the Assignment.

City Staff approves of this process and wishes to move forward with the Amendment and Assignment. I am familiar with the purpose and effect of the Assignment document as it relates to the City of Bentonville and I believe it is appropriate in this situation. By the time this matter is presented to the City Council for passage on January 28, 2020, it is anticipated that the Airport Advisory Board will have approved the document at its meeting on January 16, 2020. If that situation changes, I will so report to this Council before the Council meeting by additional memorandum.

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Bentonville Municipal Airport Land Lease Agreement)**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is made and entered into effective as of 12:01 A.M. on January 31, 2020 (the "**Effective Time**"), by and between **BBT INVESTMENTS, LLC**, an Arkansas limited liability company ("**Assignor**"), and **VBT, LLC**, a Delaware limited liability company ("**Assignee**").

RECITALS:

A. The City of Bentonville, Arkansas, as Lessor, ("**Lessor**") and Assignor as Lessee ("**Lessee**") are parties to a Bentonville Municipal Airport Land Lease Agreement dated on or about May 15, 2019, with an effective date of July 1, 2019 (the "**Lease**").

B. The Lease covers certain real property consisting of approximately 16,000 square feet of land increased to approximately 18,000 square feet by the First Amendment to Lease, and being more particularly described in the Lease (the "**Leased Land**").

C. Pursuant to an Airport Land Lease Purchase Agreement entered into by and between Assignor and Assignee dated effective January 31, 2020 (the "**Purchase Agreement**"), and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interests in and to the Lease, as amended by the First Amendment to Lease, and Assignee has agreed to assume, pay, perform and discharge certain liabilities and obligations of Assignor under the Lease.

D. The City of Bentonville, Arkansas, has waived certain of its rights under the Lease to release Assignor, and has consented to Assignor's assignment to Assignee of Assignor's right, title, interests, obligations and duties as lessee under the Lease, and Assignee's assumption of such right, title, interests, obligations and duties under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, interests, obligations and duties as Lessee (collectively, the "**Leasehold Estate**") under the Lease, as amended or extended from time to time, together with, all and singular, the right, privileges, advantages, and appurtenances belonging or in any way appertaining to such, including, all buildings, driveways, parking lots, and other improvements located thereon, and all surface rights, privileges, rights of way and easements appurtenant thereto, and Assignee hereby undertakes, assumes and agrees, subject to the limitations contained herein, to perform, pay or discharge all unperformed and unfulfilled obligations which are required to be performed and fulfilled by Assignor under the terms of the Lease, as amended or extended from time to time including the First Amendment to Lease described in Paragraph 3 below (collectively, the "**Assumed Obligations**").

1" = "1" "4926198.1" "" 4926198.1

2. Notwithstanding anything to the contrary contained herein or in the Purchase Agreement, the Assumed Obligations shall not include any debts, liabilities or obligations of Assignor, direct or indirect, fixed, contingent or otherwise, which are due and payable with respect to periods prior to the Effective Time or that relate to a breach or default by Assignor with respect to any of the Assumed Obligations to the extent that such breach or default occurred prior to the Effective time, whether or not known, due or payable as of the Effective Time; *provided*, that Assignee does assume responsibility for its pro rata share of real estate taxes for the current year due and owing on the Premises to be prorated at the closing of the Purchase Agreement transaction.

3. This Assignment and Assumption Agreement is expressly conditioned upon the delivery of the First Amendment to Lease being entered into in connection with this Assignment and Assumption transaction which increases the square footage of the Leased Land, revises the building materials/hangar construction provisions, and extends the periods referenced in Paragraph 6.2 of the Lease, in a form satisfactory to Assignee.

4. Assignor does hereby covenant with Assignee that Assignor will forever warrant and defend Assignor's title to the Lease, and all rights and, privileges thereunto belonging.

5. This Assignment and Assumption Agreement is made pursuant to, and subject to the terms of, the Purchase Agreement which does not in any way affect the rights of the undersigned consenting City of Bentonville, Arkansas or the Bentonville Airport Advisory Board.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement effective as of the Effective Time.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ASSIGNOR:

BBT INVESTMENTS, LLC

an Arkansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named _____, to me personally well known, who stated that he/she was the _____ for BBT INVESTMENTS, LLC, an Arkansas limited liability company, and stated and acknowledged that he/she was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of such limited liability company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

ASSIGNEE:

VBT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named _____, to me personally well known, who stated that he/she was the _____ of VBT, LLC, a Delaware limited liability company, and stated and acknowledged that he/she was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of such limited liability company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the undersigned has consented to the foregoing Assignment and Assumption (Airport Hangar Lease) as of the Effective Date.

CONSENTED TO BY:

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

Attest:

Linda Spence, City Clerk

APPROVED:

**BENTONVILLE AIRPORT ADVISORY
BOARD**

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____

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

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar site located on the east side of the Bentonville Municipal Airport on or about May 14, 2019, as amended;

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

Whereas: a request has been made by VBT, LLC to be assigned the lease currently held by BBT INVESTMENTS, LLC;

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

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute approval of a Land Lease Assignment with VBT, LLC to be assigned the lease currently held by BBT INVESTMENTS, LLC, for a hangar site located on the east side of the Bentonville Municipal Airport. The provisions of the existing land lease, as amended, shall be transferred in its entirety.

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

PASSED and APPROVED this _____ day of _____, 2020

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Resolution approval request to declare one (1) 2009 Chevy Impala (unit 2010-78, VIN 2G1WS57M891286927) as surplus property. This vehicle is one of three Impalas remaining in police service. This vehicle was previously used as an unmarked car, and is equipped with a blue emergency lighting, siren, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle can be transferred to the Gentry Police Department with lights, siren, and other law enforcement specific equipment intact. Gentry PD would use this vehicle, as equipped, for a full time police detective position. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to a neighboring community.

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



GENTRY POLICE DEPARTMENT

628 E. 3rd Street
(479) 736-2651 Fax: (479) 736-2140
Gentry, Arkansas 72734

CHIEF OF POLICE:
CLAY STEWART

MAYOR:
KEVIN JOHNSON



Chief Simpson,

It has been an amazing year for Gentry Arkansas, and the Gentry Police Department! Our small town has seen major residential expansion and new construction of industry like never before. As you know, rapid growth in a small community can present the potential for an increase in crime. We are trying our best to stay ahead of that.

One thing we are implementing, new for the fiscal year 2020, is the position of a full time Investigator. Thankfully, we were approved by the council, and received a budget increase to cover the salary and benefits for this position. But unfortunately, the city is unable to budget an additional car to be assigned to the Investigator.

Our initial solution was to remove police markings off an older unit in our fleet. However, those plans were altered when an accident totaled a patrol car, and this extra unit is now being driven by a full-time officer.

Your offer of the 2009 Chevy Impala investigator car would be exactly the answer to our dilemma. I appreciate you Chief, and your willingness to help the smaller agencies when possible.

Best Regards,
Chief Clay Stewart
Gentry Police Department

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

A budget adjustment to accept and recognize two vehicle insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlement was the result of two separate accidents, a December 24, 2019 on-duty accident involving one of our marked Tahoes (2010-113), and a January 1, 2020 on duty accident involving another marked Tahoe (2010-22). There were no injuries and our operators received the contributing factor. The settlement amounts from ARML were \$6,240.00 and \$6,555.00 after the \$1,000.00 deductible was applied to each. The settlement amount will closely cover the cost of repair.

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Nancy Busen

Department

Wastewater Treatment

Phone

271-6749

ACTION REQUIRED:

Budget adjustment in the total amount of \$800.00 to recognize donations of, \$500.00 from Garver Engineering and \$300.00 from Hawkins Weir Engineers, Inc. for expenses toward Bentonville hosting the January training session of the Northwest District of AWW & WEA.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: 1/28/2020
Re: Budget Adjustment

A Budget Adjustment in the amount of \$800.00 to recognize donations of: \$500.00 from Garver Engineering and \$300.00 from Hawkins Weir Engineers, Inc. for expenses toward Bentonville hosting the January training session of the Northwest District of AWW & WEA.

Thank you.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

City Council approval of Mayor Orman's recommendation to appoint Kevin Butler, Tom Butrynski, David Gray, Fred Johnson, Rinkey Singh to the City of Bentonville Utility Board.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



MEMORANDUM

DATE: January 28, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Utility Board Member appointments

City of Bentonville staff seeks approval of the appointment of five new members to the newly created Utility Board. The Utility Board is comprised of five (5) members and one (1) City Council Member. Utility Board Member terms are three years in length and members are able to serve two (2) consecutive terms. However, the initial appointments will be staggered so that the entire board is not turned over at one time. By ordinance, the Mayor recommends potential members to the City Council for approval.

In November, Staff began advertising openings for this board. During the six-week advertising period, eight (8) residents applied for the vacant positions. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for her appointment of Kevin Michael Butler, Tom Butrynski, David Gray, Fred Johnson, and Rinkey Singh. These recommendations represent a diverse group of Bentonville citizens that want to be more involved with the utilities the City of Bentonville own and operate.

All appointees will receive training in each area of the utilities within Bentonville to ensure that they have as much information as possible to begin their terms.

The initial terms are listed below:

Position #1, with a term to expire December 31, 2021.	- David Gray
Position #2, with a term to expire December 31, 2021.	- Rinkey Singh
Position #3, with a term to expire December 31, 2022.	- Tom Butrynski
Position #4, with a term to expire December 31, 2022.	- Fred Johnson
Position #5, with a term to expire December 31, 2023.	- Kevin Butler

Attachments:

New Member Applications



January 23, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Kevin Butler to the City of Bentonville's Utility Board.

I recommend Kevin Butler for appointment to the City of Bentonville's Utility Board. Mr. Butler's term will expire on December 31, 2023.

Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
10-21-19

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Kevin Mitchel Butler

If married, spouse's name Kelli Butler

Home Address

City Bentonville

Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation Data business co-founder

Employer Self-employed (Aseda)

Length of Residency in Bentonville Since January, 2019

REFERENCES

Name Aubrey Patterson

Phone

Email apatterson@bentonvillear.com

Name Nick Citin

Phone

Email

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

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

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

I was a professional, long-term investor in many industries, including utility or utility-like businesses. As an investor I was trained to quickly become knowledgeable about a businesses' technology, finance, and strategy and make unbiased investment decisions, as well as advise executives and their boards. I also have deep experience in data science (including artificial intelligence) and technology (PhD(c) in Businesses Management, financial accounting).

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

I have a strong interest in both public service and our city's utilities—the latter is one of the reasons my wife and I chose to move from Fayetteville to Bentonville. Also, I have unique expertise that will be valuable to the board and the city. Serving allows me to give back and use my experience in finance (including bond issuances), technology, and data to unbiasedly advise our utility employees, Mayor Orman, and the City Council.

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

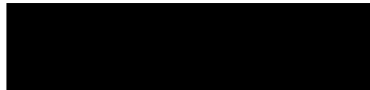
1 | Page

Restrictions on Appointees

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

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

Signature:



Date

10/21/2019

KEVIN M. BUTLER

EXPERIENCE

Aseda

Bentonville, AR

Co-founder and CEO

Aug 2019-Present

- Co-founder of a data business focused on financial markets and machine learning / algorithm development
- Lead business development efforts and work jointly with co-founder to develop tech for a financial data product

University of Arkansas

Fayetteville, AR

PhD Candidate, Business Administration

Aug 2013-Oct 2019

- Coursework in advanced econometrics, statistical research methods, asset pricing, corporate finance, and accounting
- Taught three sections of intermediate financial accounting and two sections of accounting information systems, with an average of 50 students per section (average evaluation of 4.7/5.0)
- Dissertation: investigated the disclosure of constant-currency revenue growth rates, showing that companies with currency headwinds are 150% more likely to make the disclosure

Darlington Partners

San Francisco, CA

Investment Professional, Hedge Fund

Aug 2011-Jul 2013

- Part of a four-person investment team that managed a long-term, highly-concentrated value fund (~\$900mm)
- Oversaw four of the fund's ten investments, including day-to-day monitoring, financial modeling, meeting with management and investor relations, and attending relevant conferences and trade shows
- Jointly responsible for a position in a satellite company that returned ~75% in under a year
- Researched prospective investments from idea generation through ultimate investment decision

Peterson Partners

Salt Lake City, UT

Investment Professional, Growth Capital and Private Equity

Aug 2010-Jun 2011

- Responsible for analyzing and performing due diligence for all investments from initial contact through closing, including an \$8M investment into a late-stage, security and home automation company
- Supported executive leadership of portfolio companies in analysis of acquisitions, special projects, and liquidation
- Sourced deals and represented the firm at conferences and networking events
- Prepared quarterly and year-end letters to limited partners detailing all portfolio companies

Barclays Capital

Menlo Park, CA

Analyst, Global Technology Group, Investment Banking Division

Jul 2009-Jul 2010

- Ranked in top tier of analyst class throughout entire Investment Banking Division
- Created financial models for leveraged buyouts, mergers, acquisitions, and equity and debt financings

Selected Transaction:

- *MagnaChip Semiconductor \$250M High Yield Offering and \$250M IPO by Avenue Capital*
 - Led day-to-day logistics for and accompanied management on a two-week long, international roadshow
 - Prepared dividend recapitalization and IPO valuation analyses to evaluate financing and monetization alternatives
 - Performed detailed due diligence leading calls with overseas customers
 - Directly interacted with board of directors, senior management, legal counsel, and junior bookrunners

EDUCATION

University of Arkansas

Fayetteville, AR

Doctor of Philosophy, Business Administration (Accounting); Distinguished Doctoral Fellowship

Proj. October 2019

Brigham Young University

Provo, UT

Master of Accountancy; Bachelor of Science, Accounting, magna cum laude and high honors (GPA: 3.93)

Apr 2009

PERSONAL

- Strong interest in technology, including machine learning, microservices, and cloud computing infrastructure
- Avid cook; enjoy hiking with my dog, traveling, reading, programming, and skiing
- Learned Spanish as an LDS church missionary in Chicago, Illinois



January 23, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Tom Butrynski to the City of Bentonville's Utility Board.

I recommend Tom Butrynski for appointment to the City of Bentonville's Utility Board. Mr. Butrynski's term will expire on December 31, 2022.



Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Thomas Butrynski

If married, spouse's name Jane

Home Address

City Bentonville Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation College Professor / Consultant

Employer John Brown University / self employed

Length of Residency in Bentonville 13.5 years

REFERENCES

Name David Wright Dir. Bentonville

Phone 479-464-7275

Email dwright@bentonvillear.com

Name Ed Clifford (CEO Jones Trw

Phone

Email

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

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

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

- Finance, planning and analysis experience with public companies, municipalities and non-profits
- Property owner and rental property owner; understand impact of utilities policy decisions
- Experience working with govt. agencies in S. California on housing related issues
- Served on Bentonville Parks & Recreation Advisor Board 2014-2018.

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

- Interest to discern utility related issues and support policy making for residents and businesses
- Support mayor and city planners in making sound decisions on economic dev. related to utilities
- Passion to assist Bentonville achieve its objectives and mission
- Offer constructive input the current and future utilities needs of Bentonville.

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

Restrictions on Appointees

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

Signature:



Date 10/24/2019



January 23, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of David Gray to the City of Bentonville's Utility Board.

I recommend David Gray for appointment to the City of Bentonville's Utility Board. Mr. Gray's term will expire on December 31, 2021.

A handwritten signature in blue ink, appearing to be 'So', which is a stylized representation of the name Stephanie Orman.

Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
10-22-19

APPLICANT INFORMATION

Name David Gray

If married, spouse's name Pache Gray

Home Address

City Bentonville Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation Senior Manager II, Renewable Energy

Employer Walmart

Length of Residency in Bentonville 6 months

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminated:

Replaced:

REFERENCES

Name Kyle Harmon

Phone

Email

Name Matt Pope

Phone

Email

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

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

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

Graduated with BS in electrical engineering from U of A. Worked at Southwest Power Pool for 7 years at varying levels as an engineer supporting our regional electric transmission grid market and operations. Worked at General Electric from 2014-2019 designing and building market systems that run the largest RTO's in the USA. I, now, work for Walmart procuring onsite/offsite renewable energy.

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

I would like to be considered for this board due to my desire to see our local utility ran as efficiently as possible while appropriately setting their rates to ensure equitable payment share while not having a regressive structure. Also, I want to ensure our acquisition of energy is as cost effective as possible as I know this area can be subject to higher energy costs due to transmission constraints.

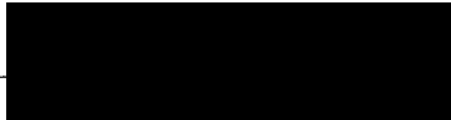
RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112. If you are not appointed, your application will be kept for one year and will automatically be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

Restrictions on Appointees

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

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

Signature: _____



Date 10/22/2019



January 23, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Fred Johnson to the City of Bentonville's Utility Board.

I recommend Fred Johnson for appointment to the City of Bentonville's Utility Board. Mr. Johnson's term will expire on December 31, 2022.

Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
10-26-19

APPLICANT INFORMATION

Name Fred B. Johnson

If married, spouse's name Carolyn L. Johnson

Home Address [REDACTED]

City Bentonville, Ark Zip Code 72712

Home/Cell Phone [REDACTED]

Business Phone [REDACTED]

Email Address [REDACTED]

Occupation Executive Vice President (Broker)

Employer Lindsey and Associates Inc.

Length of Residency in Bentonville one year

FOR OFFICE USE ONLY

Board / Commission Appointed to: [REDACTED]

Date of Appointment: [REDACTED]

Term Expires: [REDACTED]

Terminates: [REDACTED]

Replaced: [REDACTED]

REFERENCES

Name Joe Spivey

Phone [REDACTED]

Email [REDACTED]

Name Dick Trammel

Phone [REDACTED]

Email [REDACTED]

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

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

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

Worked with Entergy corporation for 34 years in Little Rock Ark, Jackson Mississippi, and New Orleans Louisiana. Served as Customer Service Representative, Technical Service Representative. Manager of large customers in Little Rock, Dist Manager of Little Rock, Division Manager of Little Rock, District Director of Jackson, Mississippi. Vice President of Entergy

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

I believe my experience could be of value to the City as plans for the future

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

Restrictions on Appointees

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

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).
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5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
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 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature: 

Date

10/26/2019



January 23, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Rinkey Singh to the City of Bentonville's Utility Board.

I recommend Rinkey Singh for appointment to the City of Bentonville's Utility Board. Ms. Singh's term will expire on December 31, 2021.

Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Rinkey Singh

If married, spouse's name N.A.

Home Address

City Bentonville Zip Code 72712

Home/Cell Phone

Business Phone same as above

Email Address

Occupation Professional

Employer Walmart International

Length of Residency in Bentonville 7 yrs.

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Shannon Inglis

Phone

Email

Name Richa Chaturvedi

Phone

Email

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

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

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

I am a Certified Planner with the American Institute of American Planners (AICP) and a certified floodplain manager (CFM). I serve on the American Planning Association, AR chapter Board. My academic qualifications include Masters of City Planning and Bachelor of Architecture. I have 20+ years of progressively responsible professional work experience spanning India, Canada and United States in the public sector and the private sector. I am a resident of Bentonville since 2012 and served as the Planning Director of Benton County Development Department from 2012-2014. I am trained in Alternate Dispute Resolution (ADR), Mediation and Negotiation, Crime Prevention through Environmental Design (CPTED) and Accounting & Budgeting.

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

As an engaged citizen, I am keen to serve the citizens of the City of Bentonville. As a former public sector employee, I value citizen engagement in partnering with government to add value to the quality of life and services offered by our hard working and dedicated public servants. I am a strong proponent of Servant Leadership and am honored to be able to use my skills and 20+ years of professional experience.

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

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

Signature: _____

Date October 31, 2019



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase signal hardware for upgrades to traffic signals and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.

COST TO CITY:

Cost of this Request: 33,052.58

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	35,800
Funds Expended to Date		
Remaining Budget		2,747.42
Budget Adjustment		-
Remaining After Adjustment	\$	2,747.42

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



REQUEST FOR WAIVER OF BID

Date	<u>1/21/2020</u>		
Requested by:	<u>Tony Davis</u>		
Department:	<u>Street</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>(4) Edge Connect (8) Edge2-2N Processors</u>		
Year & Model:	<u>Varies</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Temple, Inc.</u>		
	<u>P.O. Box 2066</u>		
	<u>Decatur, Alabama 35602-2066</u>		
Amount:	Base Amount:	\$	<u>30,185.00</u>
	Tax:	\$	<u>2,867.58</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>33,052.58</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The hardware components allow the existing vantage live software (Iteris) to communicate with the traffic management center. This hardware is compatible with other hardware and software that is currently in place; therefore, saving the cost of purchasing additional equipment and cost of training for other equipment. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.			
<u> </u>		<u> </u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			



Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 01/22/20
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Hardware for traffic signals

The Street Department is requesting an Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase signal hardware for upgrades to traffic signals and waiving the requirement of competitive bidding. This will upgrade our current version 4 to the updated version 6 for traffic signals. The total amount for this purchase is \$33,052.58, which includes sales tax.

Temple Inc. is a sole source provider for the type of hardware needed. This is a 2020-budgeted item for account #47315, no budget adjustment needed. Please see attached sole source letter.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



1501 Arthur Street
Orlando | FL | 32804
Ph: 407.292.9776 | Mobile: 407.383.1845
Email: wsw@iteris.com

January 8, 2020

State of Arkansas

Dear To Whom It May Concern,

This letter is to confirm that Temple, Inc. is the only authorized seller, service and repair supplier for the **Iteris** family of products for the state of Arkansas. This includes our Vantage Video Detection products, Velocity Travel-Time System, and Pegasus Wireless products. Our sales person for Arkansas is:

Brad White

Temple, Inc.

50 Davis St

Decatur, AL 35601

brad.white@temple-inc.com (800)-633-3221

They are fully authorized to sell, supervise the installation, and provide warranty service for all of our family of products for the transportation industry.

Warranty and customer service from Iteris is only available for products purchased from an authorized distributor. The only authorized distributor in Arkansas is Temple, Inc..

Sincerely,



W Stokes Wallace

Southeastern Regional Sales Manager

Roadway Sensors

1700 Carnegie Avenue | Suite 100 | Santa Ana | CA | 92705-5551 | tel: 949.270.9400 | fax: 949.270.9401 | www.iteris.com

Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221



Serving the South Since 1954!

Temple

Bill To:

City of Bentonville
Accounts Payable
117 West Central
Bentonville AR 72712-5256

Ship To:

City of Bentonville
501 SW 28th Street
Bentonville AR 72712

DATE

January 7, 2020

TERMS

NET 30

DELIVERY

6 to 8 Weeks, A.R.O.

SALESMAN

Tim Olinger

Attn:Brad

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
4	EDGECONNECT Trade in	\$2,125.00	\$8,500.00
8	EDGE2-2N Processors Trade in	\$2,700.00	\$21,600.00
1	FREIGHT	\$85.00	\$85.00
TOTAL		\$	30,185.00
Note: A 4% fee will be added to all credit card orders. Tax will be added if applicable. Freight not included unless noted on quote. Please submit purchase orders to: Orders@temple-inc.com			

Quote Valid For 90 Days.

SALESMAN

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SIGNAL HARDWARE FOR THE UPGRADE OF TRAFFIC SIGNALS IN THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase signal hardware for the upgrade of traffic signals as set forth in the Proposal attached hereto as Exhibit A.

Section 2: Because this hardware is the only equipment that will work in conjunction with the City's existing system and because Temple Inc. is the sole distributor in this region for the equipment required to facilitate the continued standardization at all City intersections, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 28, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase replacement traffic signal video cameras and waiving the requirement of competitive bidding. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.

COST TO CITY:

Cost of this Request: 21,906.19

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	68,000
Funds Expended to Date		
Remaining Budget		46,093.81
Budget Adjustment		-
Remaining After Adjustment	\$	46,093.81

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



REQUEST FOR WAIVER OF BID

Date	<u>1/21/2020</u>		
Requested by:	<u>Tony Davis</u>		
Department:	<u>Street</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>RZ4A-WDR Cameras</u>		
Year & Model:	<u>Varies</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Temple Inc.</u>		
	<u>P.O. Box 2066</u>		
	<u>Decatur, Alabama 35602-2066</u>		
Amount:	Base Amount:	\$	<u>20,005.65</u>
	Tax:	\$	<u>1,900.54</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>21,906.19</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Request to trade in 18 non working traffic video cameras and purchase 18 new ones from Temple Inc. These cameras are specific and compatible with the existing hardware and software within the traffic signal cabinets. Temple Inc. is a sole source provider and the only authorized seller, service and repair supplier for the Iteris family of products for the state of Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 01/22/20
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Replacement Traffic Signal Video Cameras

The Street Department is requesting an Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase replacement traffic signal video cameras and waiving the requirement of competitive bidding. This will allow for the replacement of 18 traffic signal cameras. The total amount for this purchase is \$21,906.19, which includes sales tax.

Temple Inc. is a sole source provider for the type of signal video cameras. This is a 2020 budgeted item for account #44450, no budget adjustment needed. Please see attached sole source letter.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



1501 Arthur Street
Orlando | FL | 32804
Ph: 407.292.9776 | Mobile: 407.383.1845
Email: wsw@iteris.com

January 8, 2020

State of Arkansas

Dear To Whom It May Concern,

This letter is to confirm that Temple, Inc. is the only authorized seller, service and repair supplier for the **Iteris** family of products for the state of Arkansas. This includes our Vantage Video Detection products, Velocity Travel-Time System, and Pegasus Wireless products. Our sales person for Arkansas is:

Brad White

Temple, Inc.

50 Davis St

Decatur, AL 35601

brad.white@temple-inc.com (800)-633-3221

They are fully authorized to sell, supervise the installation, and provide warranty service for all of our family of products for the transportation industry.

Warranty and customer service from Iteris is only available for products purchased from an authorized distributor. The only authorized distributor in Arkansas is Temple, Inc..

Sincerely,



W Stokes Wallace

Southeastern Regional Sales Manager

Roadway Sensors

1700 Carnegie Avenue | Suite 100 | Santa Ana | CA | 92705-5551 | tel: 949.270.9400 | fax: 949.270.9401 | www.iteris.com

Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221



Serving the South Since 1954!

Temple

Bill To:

City of Bentonville
Accounts Payable
117 West Central
Bentonville AR 72712-5256

Ship To:

City of Bentonville
501 SW 28th Street
Bentonville AR 72712

DATE

December 20, 2019

TERMS

NET 30

DELIVERY

6 to 8 Weeks, A.R.O.

SALESMAN

Tim Olinger

Attn: Rob

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Temple, Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Temple, Inc. before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
18	RZ4A-WDR Cameras Trade in	\$1,015.00	\$18,270.00
1	Taxes	\$1,735.65	\$1,735.65
TOTAL		\$	20,005.65
Note: A 4% fee will be added to all credit card orders. Tax will be added if applicable. Freight not included unless noted on quote. Please submit purchase orders to: Orders@temple-inc.com			

Quote Valid For 90 Days.

SALESMAN

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT TRAFFIC SIGNAL CAMERAS FOR CERTAIN INTERSECTIONS IN THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of replacement traffic signal cameras for certain intersections in the City of Bentonville from Temple Inc. as set forth in the Proposal attached hereto as Exhibit A.

Section 2: Because this equipment is required work in conjunction with the City's existing system and because Temple Inc. is the sole distributor in this region for the equipment required to facilitate the continued standardization of video and signal components at all City intersections, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK