



**Revised Agenda – Items 1c,
13, 14, 15a, and 15b.**

BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). No one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

The Committee of the Whole Meeting that was scheduled for August 10, 2020, was moved back to July 13, 2020, to discuss pressing issues with Covid-19.

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

**Tuesday, August 11, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on August 11, 2020:**

https://us02web.zoom.us/webinar/register/WN_K24fTQySTke0lmUfKegEiw

**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: July 28, 2020**

AGENDA

1. Planning

1a. **Ordinance amending Chapter 15, Land Development Code, of the Bentonville Municipal Code.**

(Pages 8-46)

The Planning Commission voted 7-0, recommending approval.

An ordinance to amend the Land Development Code for clarification, corrections, and updates to meet current conditions.

1b. **Ordinance accepting a property line adjustment of Lots 10-11 of McKeehan's 1st Addition, Suite Spaces, LLC, 701 NW 7th Street, C-2, General Commercial and R-O, Residential Office.**

(Pages 47-50)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 5-8 of McKeehan's 1st Addition, creating new Lots 10 (+/- 0.26 acres) and 11 (+/- 0.83 acres). The plat dedicates a variable width utility easement along NW 7th Street. The plat also dedicates a 24-foot wide access easement. This plat is related to the previously approved Suite Spaces large scale development (LSD19-0060) and right-of-way waiver request (WAV19-0005).

1c. **Ordinance accepting a property line adjustment of Lots 13-14, Block 15 of Green Oakes Addition, JMH, LLC, 902 NW C Street, R-1, Single Family Residential.**

(Pages 51-53)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 11 and 12 that will create Lot 13 (+/- 0.41 acres) and Lot 14 (+/- 0.20 acres), Block 15 of Green Oakes Addition. The plat dedicates a 15-foot utility easement along the entire frontage adjacent to NW C Street. A 20-foot wide drainage easement is being dedicated across a small portion of each lot. Per the Master Street Plan requirements, a small portion of right-of-way is being dedicated along NW C Street.

1d. **Ordinance accepting a lot split of Lots 28-30, Block 10 of W.A. Burk's Addition, Pubside Holdings, LLC, NE Monroe Street, DN-2, Downtown Medium-Density Residential.**

(Pages 54-56)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 5 and 6, Block 10 of W.A. Burk's Addition, creating new Lots 28-30. The plat dedicates a 15-foot utility easement along the alley frontage to the north. The applicant vacated a portion of the right-of-way of NE Monroe Street to the west and an existing alley to the east.

- 1e. **Ordinance accepting a lot split of Lots 5-7 of Lewis Foster Addition, Dale Bailey, NW 9th Street, R-1, Single Family Residential.**

(Pages 57-59)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 1 and 2 creating new Lots 5 (+/- 1.13 acres), 6 (+/- 1.13 acres), and 7 (+/- 0.29 acres) of Lewis Foster Addition. The plat dedicates approximately two feet of right-of way along NW 9th Street.

- 1f. **Ordinance accepting a lot split of Lots 106-107 of Lochmoor Club Subdivision Phase II, Bentonville/Bella Vista Trailblazers, 4605 SW Hollowbrook Street, R-1, Single Family Residential.**

(Pages 60-62)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 25-26 of Lochmoor Club Subdivision Phase II, creating new Lots 106 (+/- 0.22 acres) and 107 (+/- 0.50 acres). Lot 106 is labelled as non-buildable and will be used for construction of a trail. As such, the lot width is proposed to be 48.18 feet at its narrowest point, which is less than the 60-foot lot width requirement for the R-1 zoning district. Board of Adjustment approved this variance request on July 22, 2020. Adequate right-of-way exists along SW Hollowbrook Street and SW Edinburgh Avenue.

- 1g. **Ordinance accepting a lot split of Lots 7-13, Block 2 of Scoggan Subdivision, DT Development, 400-420 SW C Street, DN-2, Downtown Medium-Density Residential.**

(Pages 63-66)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 1, Block 2 of Scoggan Subdivision, creating new Lots 7-13. Lots 7-12 are split on the common wall of the townhouse structure, while Lot 13 is the remaining common area. The plat dedicates a 10-foot utility easement along SW C Street.

2. Recognition by City Council of Jeffrey and Deborah McClelland who reside at 707 West Central Avenue. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.

(Pages 67-69)

3. An ordinance amending the Land Development Code of the Bentonville Municipal Code to increase the membership size of the Tree and Landscape Advisory Committee from five to seven; including one City Council member as a non-voting ex-officio member.

(Pages 70-72)

4. Appointment of Jessie Wagner to a three-year term on the Tree and Landscape Advisory Committee. The term will expire on August 11, 2023.

(Pages 73-76)

5. Appointment of Gulizar Baggson to a three-year term on the Tree and Landscape Advisory Committee. The term will expire on August 11, 2023.

(Pages 77-80)

6. Public hearing and ordinance vacating a utility easement requested for Lot 35 of Wildwood Phase VI Subdivision (VAC20-0013). **(Pages 81-84)**
7. Public hearing and ordinance vacating a utility easement requested for Lot 30 of Harmon Grove of Central Park Subdivision Phase 3 (VAC20-0018). **(Pages 85-89)**
8. Public hearing and ordinance vacating an Alley Right of Way at Lots 1-6a west of Fillmore Street of W.A. Burks Addition to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC20-0020). **(Pages 90-93)**
9. Public hearing and ordinance vacating an Alley Right of Way at Lots 7-12 west of Fillmore Street of W.A. Burks Addition to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC20-0019). **(Pages 94-97)**
10. Resolution setting a Public Hearing for August 25, 2020 for a Street Right of Way Vacation requested by Sand Creek located in W.A. Burks Addition between Block 14 and 15 (VAC20-0015). **(Pages 98-100)**
11. Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Temple Inc. to purchase (3) Traffic Video Servers for traffic signals and waive competitive bidding. Temple Inc. is a sole source provider for these type of servers. This is a 2020 budgeted item for account 203810-47520, no budget adjustment is needed for this. Please see attachments. **(Pages 101-106)**
12. Bid award for bid #20-55 for fiber cable and material to the lowest bidder as shown on the attached bid tabulation in the amount of \$330,880.17. This is a 2020 budgeted item. **(Pages 107-110)**
13. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Wal-Mart to perform engineering for the electric upgrades required for the WMT Campus Development for \$1,911,907.00. This will be paid for by the developer. **(Pages 111-119)**
14. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Walton Family Foundation to relocate the existing overhead transmission and distribution lines along 8th St. from the intersection of 8th and Main to the intersection of SE "J" and SE 5th underground for \$15,551,256.00. This is in conjunction with the larger WMT Campus electrical upgrades. This will be paid for by the developer. **(Pages 120-126)**
- 15a. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Ampirical to perform engineering for the electric upgrades required for the WMT Campus Development for \$2,791,340.00. This will be paid for by the from three (3) different sources. \$1,911,907.00 from WMT, \$527,105.00 from the Walton Family Foundation, and \$352,328.00 from a 2020 budget item of the City. **(Pages 127-136)**
- 15b. Budget adjustment to recognize \$1,911,907.00 from Wal-Mart and \$15,551,256.00 from the Walton Family Foundation to cover the engineering contract and a portion of the future construction contract with Ampirical. **(Pages 137-138)**

16. Adoption of an ordinance authorizing the Mayor and City Clerk to enter into Addendum 2 to the Master Development Agreement Global Home Office Project.
(Pages 139-154)
17. Budget Adjustment requested by Staff for City Council approval in the amount of \$191,200.00 to cover implementation cost for an Enterprise Remote Access Solution, and Laptop Computers.
(Pages 155-159)
18. Parks and Recreation is requesting City Council approval of a contract amendment to an existing contract with Erin Edminster for triathlon camp services.
(Pages 160-164)
19. Consideration of appointment of Kirby Romines to the office of City Clerk for the remainder of 2020. With the resignation of Linda Spence, the City Clerk position was placed on the 2020 General Election Ballot. Kirby was the only person to file, and accordingly, will be elected to a two-year term to begin January 1, 2021 (which will be extended to a four-year term when the census comes back at more than 50,000). Kirby has expressed that she is willing to start immediately, and it is therefore recommended that she be appointed City Clerk for the remainder of 2020. This can be done by motion.
(Page 165)



City Council Agenda Items
For City Council Meeting of August 11, 2020
From the August 4, 2020 Planning Commission Meeting

a. Ordinance amending Chapter 15, Land Development Code, of the Bentonville Municipal Code.

The Planning Commission voted 7-0, recommending approval.

An ordinance to amend the Land Development Code for clarification, corrections, and updates to meet current conditions.

b. Ordinance accepting a property line adjustment of Lots 10-11 of McKeehan's 1st Addition, Suite Spaces, LLC, 701 NW 7th Street, C-2, General Commercial and R-O, Residential Office.

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ORDINANCE STAFF REPORT



Development Code Amendments

PC Date: 7/21/2020

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

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

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

1. **Title of Code** (Ordinance, Sec. 2)
Replace “Subdivision Code” with “Land Development Code” throughout.
2. **Guarantees of Completion** (Ordinance, Sec. 3)
Change incorrect section reference by replacing “Article 1700 Guarantees” with “Article 300 Administration.”
3. **Off-site improvements applicability** (Ordinance, Sec. 4)
Replace “subdivider” and “sub-divider” with “developer” since this article applies to all development, not only subdivisions.
4. **Definitions** (Attachment A, Art. 200):
Add definitions for “mid-block”, “end-of-block”, “fence” and “trim.”
5. **Maintenance Letter of Credit** (Attachment B, Sec. 300.09)
 - Change section title from “*Maintenance Letter of Credit*” to “*Maintenance guarantee*.”
 - Change approvals from Community Development Director to City Engineer.
 - Change language for the amount from determined by “*the cost of donated assets*” to “*the replacement cost of donated assets*.”
 - Add that the City Engineer must approve the engineer-of-record’s estimate of donated assets.
 - Add that certain documents are required to support the engineer-of-record’s estimate.
 - Change the term date from approval by council to final acceptance through the final inspection process.
6. **Guarantees** (Attachment B, Sec. 300.10)
 - Change section title from “*Guarantees*” to “*Completion Guarantee*.”
 - Change approvals from Community Development Director to City Engineer.
 - Allow a letter of credit for guarantees for completion.
 - Change language for the amount from determined by “*the cost of improvements*” to “*the cost for the city to complete the improvements*.”
 - Add that certain documents are required to support the engineer-of-record’s estimate.

ORDINANCE STAFF REPORT

7. **Off – site performance Guarantee** (Attachment B, Sec. 300.11)
 - Change approvals from Community Development Director to City Engineer.
 - Change language for the required amount from being determined by “*the cost of improvements*” to “*the cost for the city to complete the improvements.*”
 - Add that certain documents are required to support the engineer-of-record’s estimate.
8. **Drainage easements** (Attachment C, Sec. 500.04)

Allow drainage easements dedications on the final plat.
9. **Criteria for substantial completion** (Attachment C, Sec. 500.08 & Sec. 500.09)
 - a. Remove all references to bonds or non-bondable items.
 - b. Add that for a final inspection to pass, all items must be completed in compliance with all regulations, except landscaping and cosmetic items, and remove criteria for substantial completion.
 - c. Add landscaping criteria for final plats now that residential final plats require perimeter landscaping.
10. **Large scale applicability** (Attachment D, Art. 700)
 - Clarify that improvements to an existing development, including parking lot improvement or expansions, are required to go through the large scale development process.
 - Add that for a final inspection to pass, all items must be completed in compliance with all regulations, except landscaping and cosmetic items, and remove criteria for substantial completion.
11. **Fences in easements** (Attachment E, Sec. 1100.06 (g))

Add the following statement regarding drainage easements: “*The city reserves the right to remove any fence found to be impeding the normal flow of storm water and replacement cost of such fence shall be the sole responsibility of the property owner.*”
12. **Downtown Sidewalks** (Attachment E, Sec. 1100.15(d)(1))
 - Relocate the regulations for downtown sidewalks from the Sec. 1100.23(s) Downtown Districts Design Standards to Sec. 1100.15 Sidewalk Requirements.
 - For consistency, the requirements should be based on the designation as a primary or secondary street not the zoning district. This ensures that all sidewalks on a primary street are built at the same width.
 - Add that the DN-4 districts also have to meet the downtown sidewalk requirements for primary and secondary streets.
13. **Commercial design standards** (Attachment E, Sec. 1100.21)
 - Require a minimum of two primary materials and expand the material options to include glass. Planning Commission has approved several materials waivers over the last several years, and these amendments reflect those decisions.

ORDINANCE STAFF REPORT

- Revise so that the commercial design standards apply to the downtown districts (DC and DE) and that the downtown district design standards are in addition to the commercial design standards.
 - Reduce vertical articulation from 100' to 50' (which is the requirement for the downtown districts).
 - Add techniques to use for articulation.
 - Add criteria to be used when reviewing waiver requests to include a narrative, a 3-d rendering and photos of existing examples.
13. **Downtown design standards** (Attachment E, Sec. 1100.11023)
- Add statement clarifying that these regulations are in addition to the commercial design standards in Sec. 1100.21.
 - Remove downtown design standards that are redundant with the commercial design standards.
14. **Chapter reference** (Attachment E, Sec. 1100.22)
Change incorrect section references in section (I)(1) by replacing "Chapter 50, Sec. 50-1116" with "Sec. 1100.21" and replacing "Sec. 50-1116(g)" with "Sec. 1100.21(r)."
15. **Illustrations for landscape and buffer requirements** (Attachment F, Sec. 1400.05 (b))
Add illustrations for landscape islands and screening requirements.
16. **Applicability of landscape regulations in DN-4** (Attachment F, Art. 1400 Landscaping)
Exempt DN-4 districts from the landscape street frontage buffer requirement and the landscape perimeter requirement. Applying those standards to development in the DN-4 district essentially creates a setback that is otherwise not required in the district.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 LAND DEVELOPMENT
CODE OF THE BENTONVILLE MUNICIPAL CODE.**

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

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

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

Section 2. That Chapter 15 Land Development Code shall be and is hereby amended by replacing to “Subdivision Code” or “Subdivision Regulations” with “Land Development Code.”

Section 3. That Sec. 800.08 Guarantee of Completion of Chapter 15 Land Development Code shall be and is hereby amendment by replacing “Article 1700 Guarantees” with “Article 300 Administration.”

Section 4. That Article 1200 Off Site Improvements of Chapter 15 Land Development Code shall be and is hereby amended by replacing “sub-divider” or “subdivider” with “developer.”

Section 5. That the following sections of the Bentonville Municipal Code, Chapter 15 Land Development Code, shall be and are hereby amended with the respective attachment, an electronic copy and paper copy of which are on file with the City Clerk, and are hereby adopted by reference as though they were copied herein fully:

- Attachment A: Art. 200 Definition Amendments
- Attachment B: Art. 300 Administration and Enforcement Amendments
- Attachment C: Art. 500 Final Plats Amendments
- Attachment D: Art. 700 Large Scale Development Amendments
- Attachment E: Art. Art. 1100 Development Standards Amendments
- Attachment F: Art. 1400 Landscaping, Screening and Buffering Amendments

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

PASSED and APPROVED this ____ day of ____, 2020.

Approved:

ATTEST:

Mayor Stephanie Orman

City Clerk

Attachment A
Article 200 Definitions Amendments

*Underlined text to be added and strikethrough text to be deleted.
Only code sections with amendments are shown.*

Block, end-: A parcel of land located at the end of block with at least two intersecting property lines adjacent to public streets, highways, railroad rights-of-way, public walks, parks, drainage channels or a combination thereof.

Block, mid-: A parcel of land located in the middle of a block.

Fence: An artificially constructed barrier or enclosure of wood, masonry, stone, wire, metal or other manufactured material or combination of materials used as a boundary, means of protection, privacy screening, separation of areas, or confinement, but not including hedges, shrubs, trees or other natural growth.

Trim: An ornamental design feature, that when removed does not significantly alter the appearance of the building. This commonly consists of moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledgement.

ATTACHMENT B
Art. 300 Administration and Enforcement Amendments

*Underlined text to be added and strikethrough text to be deleted.
Only code sections with amendments are shown.*

Sec. 300.01 Administration

(a) These rules and regulations shall be administered by the Planning Department staff. The Planning Commission may, from time to time, recommend instructions and operating procedures to be followed in the administration of these regulations to the end that the public may be better informed and that approval of plats be expedited.

Sec. 300.03 Violation and penalty.

(a) When, in the opinion of the Planning Department staff, a violation of the ~~subdivision ordinance~~Development Code exists, and a ~~subdivider~~developer who has not complied with the requirements and procedures set forth herein attempts to proceed with construction work, or attempts to convey title to any lot or lots before obtaining Final Plat Approval, or otherwise is in substantial violation of the ordinance, the Planning Department shall, within thirty (30) days of becoming aware of a possible violation, issue a written order to the alleged violator. Said written order shall be by certified mail, restricted delivery, and shall set out the specific violations alleged. Notification to the Mayor and City Attorney of the issuance of the written order shall be given. If the alleged violator, within fifteen (15) days of receipt of said order, does not cease and desist from activities not in conformance with this ordinance, the Planning Department shall, within sixty (60) days, transmit to the City Attorney an affidavit setting out the nature of the violation. The City Attorney shall take appropriate measures to enforce the ordinance, including but not limited to, seeking injunctive relief from a court of competent jurisdiction.

(b) Any person, firm or corporation that violates any provision of these regulations or amendments thereto shall be guilty of a misdemeanor and on conviction shall be fined ~~not less than \$50.00 nor more than \$100.00 for each offense and each day that any violation of these rules and regulations are in effect shall constitute a separate offense and be subject to additional fines of between \$50.00 and \$100.00 per day in accordance with Sec. 1-8. General Penalty of the City Code.~~ Appropriate actions and proceedings may be taken by law or in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, to prevent illegal occupancy of a building, structure, or premise, and these remedies shall be in addition to the penalties described above.

(Ord. No. 2003-100, 06-10-2003)

Sec. 300.09 Maintenance ~~letter of credit guarantee.~~

A maintenance ~~letter of credit guarantee~~ shall meet the following conditions:

(a) *Amount.* The owner/developer shall provide a maintenance letter of credit or cashier's check to the City of Bentonville for an amount equal to shall reflect 25% of the City's replacement costs of the donated assets, value ~~Estimate~~ shall be prepared by the engineer-of-record and approved by the City Engineer.

(b) *Phased Projects.* ~~For a development project of 40 acres or more which has been approved for phasing by the Planning Commission, a maintenance letter of credit shall reflect 25% of the donated assets value for the first phase, which must be a minimum of 20 acres, plus 10% of the donated assets for additional phases, each of which must be a minimum of 20 acres. In the event the letter of credit issued for the first phase~~

ATTACHMENT B
Art. 300 Administration and Enforcement Amendments

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~~has expired, the maintenance letter of credit shall reflect 25% of the donated assets value for the second phase and all subsequent phases. For phased projects, each phase shall provide an engineering estimate and a Maintenance Guarantee for all donated assets within that phase. Only Planning Commission approved phased developments will be considered.~~

(c) Required Documents. Engineering estimate shall be accompanied by a site plan showing donated assets and all backup supporting data used to develop the engineer estimate. Engineering estimate shall be broken up into the subcategories as noted in Sec 500.02(e). Each subcategory shall be subtotaled from the individual items pertaining to that subcategory. No Lump Sum units will be approved. Each subtotal shall then be added together to create a grand total then multiplied by the percentage noted in Sec. 300.09(a) to create the amount for the Maintenance Guarantee.

(d) Beneficiary. The ~~maintenance~~ letter of credit shall be irrevocable and shall list the City of Bentonville as the beneficiary.

(e) Format. The ~~maintenance~~ letter of credit shall be in a format as provided by the City or as approved by the Staff Attorney or his or her designee.

(f) Term. The ~~maintenance~~ letter of credit shall run for no less than one (1) year from the date of ~~approval by City Council~~ final acceptance as indicated by the final inspection process.

(g) Entitlement of payment. At the end of that year, if the improvements have not been adequately maintained, as determined by the ~~Community Development Director~~ City Engineer or his or her designee(s), the City shall be entitled to payment under the terms of the maintenance ~~letter of credit~~ guarantee. Further, the City shall be entitled to use all of the money secured by the maintenance ~~letter of credit~~ guarantee to assure the proper maintenance of the improvement.

(h) Excess monies. The owner/developer shall not be entitled to any excess monies until the maintenance of the improvements in the development has been completed.

(Ord. No. 98-73; § 1, 08-25-1998; Ord. 2003-100, §1; Ord. No. 2006-24, § 18; Ord. No. 2007-41, §1-2, 4-10-07)

Sec. 300.10 Completion Guarantees.

Prior to final plat approval, the owner/developer shall enter into an agreement with the City to guarantee installation or ensure the completion of improvements in accordance with the approved preliminary plat. The City will accept the subdivision and issue a Certificate of Final Plat approval subject to the following guarantee requirements:

(a) Amount. The owner/developer shall provide a cashier's check or a letter of credit to the City of Bentonville for an amount equal to 150% of what it would cost the City to complete the total estimated cost for improvements as shown on the preliminary plat as approved by the ~~Community Development Director~~ City Engineer or his or her designee(s).

(b) Required Documents. Engineering estimate shall be accompanied by a site plan showing estimated cost of improvements and all backup supporting data used to develop the engineer estimate. Engineering estimate shall be broken up into the subcategories as noted in sec 500.02(e). Each subcategory shall be totaled from the individual items pertaining to that subcategory. No Lump Sum units will be approved. Each subtotal

ATTACHMENT B

Art. 300 Administration and Enforcement Amendments

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shall then be added to create a grand total then multiplied by the percentage noted in 300.10(a) to create the amount for the Guarantee.

~~(a)(c)~~ Term. The cashier's check shall be deposited immediately. The owner/ developer shall have a maximum of 60 days to complete the improvements, unless an extension is granted by the ~~Community Development Director~~City Engineer or his or her designee(s).

~~(b)(d)~~ City action. If the improvements have not been completed within the terms provided for in ~~B.300.10(c) Term~~ above, the City may take one of the following actions:

- (1) Construct the remaining improvements using the amount of the cashier's check. Any balance remaining after the improvements have been constructed shall be returned to the owner/developer. The owner/ developer shall be liable for any cost exceeding the amount of the cashier's check; or,
- (2) Continue to hold the funds until the owner/developer completes the required improvements.

~~(e)(e)~~ Release of guarantee.

- (1) Certificate of completion. To request a release of a guarantee, the owner/developer's engineer of record shall submit a certification of completion to the City Engineer or his or her designee(s) that the development is complete and functional.
- (2) Final inspection. The City Engineer shall conduct a Final Inspection of remaining guaranteed items. The Final Inspection must be approved prior to releasing the guarantee.
- (3) Guarantee released. Guarantee released and the City shall reimburse the owner/developer for the amount of the cashier's check.

(Ord. No. 98-57, § 1, 06-22-1998; Ord. No. 2000-72, § 1, 06-09-2000; Ord. No. 2003-100, § 1, 06-10-2003; Ord. No. 2006-24, § 17; Ord. No. 2007-41, §2, 4-10-07)

Sec. 300.11 Off-site performance guarantee.

At or prior to the preconstruction conference with the City, the owner/developer shall provide to the ~~Community Development Director~~City Engineer, or his or her designee(s), a performance guarantee for off-site improvements meeting the following criteria:

(a) Amount. The owner / developer shall provide a letter of credit or a cashier's check to the City of Bentonville for an amount equal to 100% of what it would cost the City to complete the total estimated cost for improvements within the public right-of-way and any off-site improvements as described in Article 1200. The cost estimate shall be prepared by the ~~owner / developer's~~ engineer-of-record and approved by the ~~Community Development Director~~City Engineer or his or her designee(s).

(a)(b) Required Documents. Engineering estimate shall be accompanied by a site plan showing estimated cost of improvements and all backup supporting data used to develop the engineer estimate. Engineering estimate shall be broken up into the subcategories as noted in sec 500.02(e). Each subcategory shall be totaled from the individual items pertaining to that subcategory. No Lump Sum units will be approved. Each subtotal shall then be added to create a grand total then multiplied by the percentage noted in 300.11(a) to create the amount for the Off-Site Performance Guarantee.

ATTACHMENT B
Art. 300 Administration and Enforcement Amendments

*Underlined text to be added and strikethrough text to be deleted.
Only code sections with amendments are shown.*

~~(b)~~(c) Term. The term of the performance guarantee shall be agreed to in writing by the ~~owner/~~
~~developer's~~ engineer-of-record and by the ~~Community Development Director~~ City Engineer or his or her
designee(s).

~~(e)~~(d) Letter of credit standards. Performance guarantee letter of credits shall be irrevocable and shall
list the City of Bentonville as the beneficiary. The letter of credit shall be in a format as provided by the City or
as approved by the Staff Attorney or his or her designee.

~~(d)~~(e) Cashier's check. The cashier's check will be deposited immediately.

~~(e)~~(f) City action. Prior to expiration of the term agreed to in subsection ~~(c)~~B above, the City shall
inspect the improvements. If the improvements are not complete to the City's satisfaction, the owner / developer
or engineer of record may request in writing an extension. If the City does not agree to the extension, the City
may construct the remaining improvements using the amount of the cashier's check or letter of credit. If the
improvements are complete, the City shall release the performance guarantee in accordance with ~~s~~Subsection
~~H~~I.

~~(f)~~(g) Excess monies. The owner / developer shall not be entitled to any excess monies until the off-
site improvement has been completed and the performance guarantee is released in accordance with ~~s~~Subsection
~~H~~I.

~~(e)~~(h) Excess costs. The owner / developer shall be liable for any cost exceeding the amount of the
cashier's
check or letter of credit.

~~(h)~~(i) Release of performance guarantee.

- (1) Certificate of completion. To request a release of a performance guarantee, the ~~owner / developer's~~
engineer-of-record shall submit a certification of completion to the City Engineer or his or her
designee(s) that the development is complete and functional.
- (2) Final inspection. The City Engineer or his or her designee(s) shall conduct a Final Inspection of
the off-site improvement. The Final Inspection must be approved prior to releasing the performance
guarantee.
- (3) Guarantee released. The performance guarantee is released and the City shall reimburse the owner /
developer for the amount of the cashier's check or return the letter of credit to the owner/developer.

(Ord. No. 2007-130, § 1, 11-13-07)

ATTACHMENT C
Art. 500 Final Plats Amendments

*Underlined text to be added and strikethrough text to be deleted.
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Sec. 500.03 Items required prior to planning commission review.

(a) *Maintenance ~~Letter of Credit~~ guarantee.* The owner/developer shall submit a ~~maintenance~~ letter of credit in accordance with the requirements set forth in *Sec. 300.09 Maintenance ~~Letter of Credit~~ guarantee* no later than 12:00 pm the Friday before the Planning Commission meeting at which the final plat will be reviewed.

(b) *Completion ~~g~~Guarantee ~~of~~ Improvements.* If improvements are substantially complete, the owner/developer shall submit a cashier's check in accordance with the requirements set forth in *Sec. 300.10 ~~Completion G~~uarantees* no later than 12:00 pm the Friday before the planning commission meeting at which the final plat will be reviewed.

(Ord. No. 2007-41, § 3, 4-10-07; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 500.04 Review and approval of final plats.

(a) *Planning Commission action.* The planning commission shall approve or disapprove the final plat within sixty (60) days of when staff accepts the submittal as complete and ready for planning commission review; otherwise said final plat shall be deemed to have been approved. Disapproval of the plat shall be transmitted to the owner/developer with the reasons therefore within a reasonable time (not to exceed two weeks) after the meeting at which the plat was disapproved. Approval of the final plat by the planning commission shall not constitute the acceptance by the public of the dedication of any streets or other public ways or grounds.

(b) *City Council action.* City council approval of the final plat shall provide for the acceptance of right-of-way, drainage easements, and utility easement dedications.

(Code 1994; Ord. No. 2003-100, § 1, 06-10-2003; Ord. No. 2007-41, § 3, 4-10-07; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 500.05 Inspections of final plats.

(a) *Inspections required.* All projects shall be constructed according to the plans and specifications reviewed and approved by the city. Inspections shall be made periodically by the city in accordance with other applicable ordinances. The city, through designated agents, may inspect those facilities, improvements and installations for conformance with plans and specifications.

(b) *Defects and deficiencies.* If such inspection reveals that there are any defects or deficiencies in such improvements as installed or that improvements differ from the final engineering plans and specifications accepted by the city, the appropriate city agency shall notify the owner/developer and his engineer of record in writing of such defects, deficiencies, and deviations. The owner/developer shall, at his expense, correct such defects or deviations prior to final plat approval. When such deficiencies have

ATTACHMENT C
Art. 500 Final Plats Amendments

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been corrected, the engineer-of-record shall notify the appropriate city agency in writing that improvements are again ready and a final inspection shall be conducted.

(c) Final inspection. When site construction is complete, the owner/developer's engineer-of-record shall request a site final inspection from the Engineering Department. No final inspection shall be passed until all items are completed in accordance with the approved or amended plat, the Land Development Code, Zoning Code, street and utility specifications, and all other governing specifications and regulations of the City of Bentonville, except landscaping and cosmetic work that is not complete but meets the criteria for guarantees in Section 500.09 Criteria for guarantees.

Sec. 500.08 — Criteria for substantial completion (non-bondable items).

~~The following items shall not be guaranteed and shall be completed prior to planning commission approval of the final plat.~~

~~(a) Drainage:~~

- ~~(1) — Drainage swales in place, sodded or concrete lined, properly dedicated with erosion control measures in place.~~
- ~~(2) — Detention/retention facilities to grade and draining properly.~~
- ~~(3) — Outlet structures, pilot channels, and headwalls, flumes, etc. in place and constructed to approved plans and specifications.~~
- ~~(4) — Any needed off-site improvements or easements in place.~~
- ~~(5) — Sodding of detention/retention ponds complete and established.~~
- ~~(6) — Fencing of detention/retention ponds in place.~~
- ~~(7) — Aeration facilities for retention ponds in place.~~
- ~~(8) — All drainage inlets, outlets, and conduits in proper location and constructed to approved plans and specifications.~~
- ~~(9) — Final layer of drainage paving in place as required by approved plan, including parking lots.~~

~~(b) Electric conduit:~~

- ~~(1) — Conduit in place at proper depth and clear of obstructions.~~
- ~~(2) — Conduit termination points in proper location per design layout, marked, and protected.~~
- ~~(3) — Transformer and junction box locations at or near final grade.~~

~~(c) Sewer. Installation required per currently adopted water and sewer specifications:~~

- ~~(1) — All sewer lines constructed to grade.~~
- ~~(2) — Mandrel and pressure tests complete.~~

ATTACHMENT C
Art. 500 Final Plats Amendments

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- ~~(3) Televising completed and approved.~~
- ~~(4) All manholes complete to required elevations and vacuum tested.~~
- ~~(5) Sewer services marked with T posts.~~
- ~~(6) Tracer wires on force mains and tested and approved.~~
- ~~(7) Lift station site complete and approved — there are no bondable items.~~
- ~~(8) Lift station alarm deposit.~~
- ~~(9) Lift station extra pump delivered.~~
- ~~(10) Lift station site accessible with pavement.~~
- ~~(11) As built drawings per specifications — approved PDF and AutoCAD.~~

~~(d) Streets:~~

- ~~(1) All curb and gutter completed and backfilled.~~
- ~~(2) Final layer of asphalt in place.~~
- ~~(3) Street signs paid for.~~
- ~~(4) Sidewalks constructed.~~

~~(e) Water. Installation required per currently adopted water and sewer specifications.~~

- ~~(1) All waterlines in place, pressure tested, and bacteriologically tested safe.~~
- ~~(2) All hydrants and valves in place, accessible, and operational (facing street).~~
- ~~(3) Meter tiles and setters in place.~~
- ~~(4) Tracer wires in place and tested.~~
- ~~(5) All backflow prevention devices installed properly and functional.~~
- ~~(6) Passing test results for all backflow devices.~~
- ~~(7) As built drawings per specifications — approved PDF and AutoCAD.~~

Reserved. (Code 1994: Ord. No. 95-70, § 1, 08-08-1995; Ord. No. 98-57, § 1, 06-22-1998; Ord. No. 2000-72, § 1, 06-09-2000; Ord. No. 2003-100, § 1, 06-10-2003; Ord. No. 2007-41, § 3, 4-10-07; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 500.09 Criteria for guarantees ~~(bondable items).~~

The following items may be guaranteed upon approval of the director of the associated department:

- (1) *Planning.* Landscaping installed when scheduling a development final inspection between December 1 and March 1 and between July 15 and September 15 if the climate and weather delay completion.

(+)(2) Sewer.

- (1) Cosmetic work.

ATTACHMENT C
Art. 500 Final Plats Amendments

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~~(2)~~(3) Streets.

- (1) Correction of final layer of pavement to the required thickness and density.
- (2) Correction of low or ponding areas in street.
- (3) Correction of unacceptable curb sections.
- (4) Correction of damaged sidewalk sections.

~~(5)~~ Approved as-built street drawings.

~~(6)~~ Caulking (sidewalks and curb and gutter.

~~(5)~~(7) Cosmetic work for drainage appurtenances.

~~(3)~~(4) Water.

- (1) Painting hydrants.
- (2) Adjusting meter tiles to grade.
- (3) Adjusting meter setters.
- (4) Adjusting valve stacks.
- (5) Valve pads at final grade and grouted.

~~(4)~~(5) Drainage. Cosmetic work (finish grout, clean out boxes and pipes, etc.).

ATTACHMENT D
Art. 700 Large Scale Development Amendments

*Underlined text to be added and strikethrough text to be deleted.
Only code sections with amendments are shown.*

Sec. 700.01 Applicability of large scale development regulations.

A development plan shall be submitted to the planning commission for all developments, building construction, parking lots, and trail construction regardless of zone and for all additions and improvements to existing developments, buildings, parking lots or trails regardless of zone. Single family and duplex residential construction is specifically exempted from this requirement. Trails and parking lots constructed as part of an approved large scale development or preliminary plat shall not be required to submit separate large scale development application. This shall not apply to interior remodels or general upkeep and maintenance of an existing structure.

No building permit shall be issued and no temporary or permanent connection to city utilities shall be allowed until the development plan has been approved as set forth in this article. No permanent connection to city utilities shall be allowed until the chief building inspector has certified compliance with the approved development plan.

(Code 1994; Ord. No. 95-5, § 1, 01-24-1995; Ord. No. 95-26, § 1, 04-11-1995; Ord. 2003-100, § 1, 06-10-2003; Ord. No. 2007-40, § 1, 04-10-2007; Ord. No. 2010-71, § 6, 11-23-2010; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 700.06 Adjustments and alterations of approved large scale developments.

The development plan approved by the director or planning commission will be deemed to be a final plan for which minor adjustments and modifications may be granted upon request of the director. In no event may any modifications to a development plan be made without prior approval of the director. Any substantial changes in the development will be in conformance with the procedures for a new submission. Determination of the gravity of the alterations will lie with the director.

(Code 1994; Ord. No. 2003-101, § 1, 06-10-2003; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 700.10 Final inspection for large-scale developments.

(a) *Purpose.* The purpose of the large scale development site final inspection (development final) is to insure the completed project complies with the Land Development Code, Zoning Code, and other governing specifications and regulations of the City of Bentonville.

(b) *Process.*

- (1) *Certificate of completion.* When site construction is complete, the owner/developer's engineer-of-record shall submit a written statement certifying that all improvements and installations to the large scale development required for its approval under the terms of these regulations have been made, added, or installed and functional in accordance with city specifications.
- (2) *Site final inspection.* The owner/developer's engineer-of-record shall request ~~in writing~~ a site final inspection, ~~addressed to from~~ the Engineering Department. No ~~site final~~ inspection shall be passed until all items are completed in accordance with ~~Section 700.11 below the approved or amended plans, the Land Development Code, the Zoning Code, street and utility specifications, and all other governing specifications and regulations of the City of Bentonville, except landscaping and cosmetic work that is not complete but meets the criteria for guarantees in Section 700.12.~~

ATTACHMENT D
Art. 700 Large Scale Development Amendments

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- (3) *Building final inspection.* A building final inspection shall be scheduled only after the project has passed the site final inspection and any required guarantees are submitted.

(Ord. No. 2003-101, § 1, 06-10-2003; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 700.11 — Completed improvements:

~~The following improvements shall be complete prior to the city passing the development site final inspection and the owner/developer scheduling a building final inspection:~~

~~(a) *Drainage:*~~

- ~~(1) Drainage swales in place, sodded or concrete lined, properly dedicated with erosion control measures in place.~~
- ~~(2) Detention / retention facilities to grade and draining properly.~~
- ~~(3) Outlet structures, pilot channels, and headwalls, flumes, etc. in place and constructed to approved plans and specifications.~~
- ~~(4) Any needed off-site improvements or easements in place.~~
- ~~(5) Sodding of detention/retention ponds complete and established.~~
- ~~(6) Aeration facilities for retention ponds in place.~~
- ~~(7) All drainage inlets, outlets, and conduits in proper location and constructed to approved plans and specifications.~~
- ~~(8) Required fencing of detention/retention ponds in place.~~
- ~~(9) Final layer of drainage paving in place as required by approved plan, including parking lots.~~

~~(b) *Fire:*~~

- ~~(1) All hydrants and valves in place, accessible, and operational (facing street).~~
- ~~(2) Fire lanes marked.~~
- ~~(3) Building addressed (temporary).~~

~~(c) *Planning:*~~

- ~~(1) Final grades achieved.~~
- ~~(2) Seeding and sodding in place.~~
- ~~(3) ADA requirements met.~~
- ~~(4) Landscaping installed when scheduling a development final inspection between March 2 to July 14 and September 16 to November 30.~~
- ~~(5) Parking paved and marked.~~
- ~~(6) Dumpsters screened.~~

ATTACHMENT D
Art. 700 Large Scale Development Amendments

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~~(d) Sewer. Installation required per currently adopted water and sewer specifications:~~

- ~~(1) All sewer lines constructed to grade.~~
- ~~(2) Mandrel and pressure tests complete.~~
- ~~(3) Televising completed and approved.~~
- ~~(4) All manholes complete to required elevations and vacuum tested.~~
- ~~(5) Sewer services marked with T posts.~~
- ~~(6) Tracer wires on force mains and tested and approved.~~
- ~~(7) Lift station site complete and approved—there are no bondable items.~~
- ~~(8) Lift station alarm deposit.~~
- ~~(9) Lift station extra pump delivered.~~
- ~~(10) Lift station site accessible with pavement.~~
- ~~(11) As-built drawings per specifications—approved PDF and AutoCAD.~~

~~(e) Streets:~~

- ~~(1) All curb and gutter completed and backfilled.~~
- ~~(2) Final layer of pavement in place to required thickness and density.~~
- ~~(3) Sidewalks constructed per approved plan including accessible ramps.~~
- ~~(4) Low or ponding areas in public street corrected.~~

~~(f) Water. Installation required per currently adopted water and sewer specifications:~~

- ~~(1) All water lines in place, pressure tested and bacteriological tested safe.~~
- ~~(2) All hydrants and valves in place, accessible, and operational (facing street).~~
- ~~(3) Meter tiles and setters in place.~~
- ~~(4) Tracer wires in place and tested.~~
- ~~(5) As-built drawings per specifications—approved PDF and AutoCAD.~~
- ~~(6) All backflow prevention devices installed properly and functional.~~
- ~~(7) Passing test results for all backflow devices provided. Reserved.~~

(Ord. 98-57, § 1, 06-22-1998; Ord. No. 2003-100, § 1, 06-10-2003; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 700.12 ~~Exceptions~~Criteria for guarantees

The city may schedule a building final inspection if the items in Section 700.11 above are complete, ~~but any of the following items are incomplete:~~ The following items may be guaranteed upon approval of the director of the associated department.

ATTACHMENT D
Art. 700 Large Scale Development Amendments

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Drainage.

- (1) Cosmetic work (finish grout, clean out boxes and pipes, etc.).

(b) *Fire.*

- (1) Building addressed (permanently).

(c) *Planning.* Landscaping installed when scheduling a development final inspection between December 1 ~~to and~~ March 1 and between July 15 ~~to and~~ September 15 if the climate and weather delay completion.

(d) *Sewer.*

- (1) Cosmetic work.

(e) *Streets.*

- (1) Unacceptable curb sections on city streets corrected.

- (2) Approved as-built street drawings submitted.

(3) Joints in concrete pavement and curb and gutter cleaned and caulked.

(4) Caulking (sidewalks and curb and gutter).

~~(3)(5)~~ Cosmetic work for drainage and appurtenances.

(f) *Water.*

- (1) Hydrants painted.

- (2) Meter tiles adjusted to grade.

- (3) Meter setters adjusted to grade.

- (4) Valve stacks adjusted to grade.

- (5) Concrete valve operator pads installed and / or grouted.

(Ord. No. 98-98, § 4, 12-08-1998; Ord. No. 2003-101, § 1 06-10-2003; Ord. No. 2004-63, § 14,03-23-2004; Ord. No. 2007-41, § 4-5, 4-10-07; Ord. No. 2019-57, § 6, 04-09-2019)

ATTACHMENT E
Art. 1100 Development Standards Amendments

*Underlined text to be added and strikethrough text to be deleted.
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Sec. 1100.06 Fence and wall requirements.

(g) Fence location.

- (1) *Private property.* All fences and walls shall be located on private property and shall be built with the consent of the property owner. The installer and/or property owner shall be responsible for correctly locating all property lines. Fences and walls shall not encroach into any neighboring property lines.
- (2) *Adjacent to public right-of-way.* A fence or wall shall be placed no closer than five (5) feet to the current or proposed public right-of-way as prescribed within the Master Street Plan.
- (3) *Utility easements.* Walls used as fences and footings for retaining walls are prohibited in a utility easement. Construction of all other fences in utility easements is allowed, but the fence installer and/or property owner assumes some risk by doing so. The fence enclosing utility easement(s) shall have a gate installed to allow access to the easement.
- (4) *Drainage easements.* Fences or walls shall not impede the normal flow of storm water and shall not cross an open drainage channel. Fences or walls proposed in drainage easements shall be approved on a case by case basis. The city reserves the right to remove any fence found to be impeding the normal flow of storm water and replacement cost of such fence shall be the sole responsibility of the property owner.
- (5) *Access easement.* Fences or walls shall not be constructed over a public access easement. Fences or walls proposed over private emergency access easements must be approved by the fire department to ensure adequate access for emergency vehicles and equipment at all times.
- (6) *Sight distance requirements.* Fences shall comply with the areas to be kept clear of all sight obstructions as set forth in ~~Sec. 50-1101(f) 1100.01(f)~~ Sight distances at driveways and intersections, unless otherwise approved by the city engineer.

Sec. 1100.15 Sidewalk requirements.

(a) *Intent.* The intent of this section is to provide for safe pedestrian transportation; to enhance the value of the city; and to maintain the character of the city through the installation of sidewalks along all city streets on both sides.

(b) *Applicability.* The provisions of this section shall apply to development in all zoning districts that meet one or more of the following conditions.

- (1) *New construction.* New residential (to include additional dwelling units (ADUs), commercial, or industrial construction.
- (2) *Additions:* Additions to a building or site that total fifty percent (50%) or more of the gross square footage of all existing buildings.
- (3) *Large scale development.* Any development that requires a Large Scale Development approval.

ATTACHMENT E
Art. 1100 Development Standards Amendments

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- (4) *Parking lots.* Development of a new parking lot or expansion of an existing parking lot by more than twenty-five (25%) of the existing parking lot square footage.
- (5) *Interior alterations.* Interior alterations that add one or more dwelling units to the existing number of dwelling units.
- (c) *Exemptions.* The provisions of this section shall not apply to:
- (1) Interior alterations that do not increase the number of dwelling units.
 - (2) A-1 zoned lots or parcels of 150 linear feet or more of street frontage and used as single-family or two-family.
 - (3) ArDOT determination that a sidewalk is not allowed within state right-of-way.
- (d) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's current Master Street Plan, shall construct a sidewalk as set forth in the city's current adopted Standard Specifications for Streets, except as regulated below for downtown sidewalks.

- (1) *Downtown Sidewalks.* In the DC, DE and DN-4 districts, roadways identified as primary and secondary street in Sec. 401.8-B(b) Downtown (d) districts primary and secondary streets, shall meet the Downtown Sidewalk Design Standards below. Sidewalks should fill the space between the back-of-curb and the building.

<u>DOWNTOWN SIDEWALK DESIGN STANDARDS</u>			
	<u>Minimum Sidewalk Width</u>	<u>Sidewalk Material</u>	<u>Sidewalk Brick Color</u>
<u>Primary Street</u>	<u>12'</u>	<u>Concrete, brick or a combination</u>	<u>Pine Hall "Red" or Equivalent</u>
<u>Secondary Street</u>	<u>8'</u>	<u>Concrete</u>	<u>No required color</u>

Sec. 1100.21 Large scale development design standards.

(a) *Purpose and intent.* The design standards in this section are intended to implement the city's vision for commercial and multifamily development as set forth in the city's ~~General~~ Community Plan. The intent of these standards is to improve the overall quality of development with surrounding land uses and enhance pedestrian safety and walkability.

(b) *Applicability.* The provisions of this section shall apply to all developments requiring large scale development approval. Agriculture and industrial zoned properties shall only be required to meet the standards for the side(s) facing a street frontage or clearly visible from a public right-of-way. The standards in this section and in Sec. 1100.23 Downtown (D) districts design standards shall apply in the DC, Downtown Core and DE, Downtown Edge zoning districts.

~~(b)(c)~~ Exemptions.

ATTACHMENT E
Art. 1100 Development Standards Amendments

*Underlined text to be added and strikethrough text to be deleted.
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- (1) *Downtown Neighborhood (DN) districts.* Development that is subject to the design standards for the Downtown Neighborhood (DN-1, DN-2, DN-3, and DN-4) zoning districts, which have specific site and architectural design standards established in Sec. 1100.242 Downtown Neighborhood (DN) districts design standards, shall be exempt from this section.
 - (2) *Downtown (DC and DE) districts.* Development that is subject to the design standards for the Downtown Core and Downtown Edge zoning districts, which have specific site and architectural design standards established in Sec. 1100.223 Downtown (D) districts design standards, shall be exempt from the site amenities requirement in subsection (r).
 - (3) *Municipal airport.* Development subject to the design standards for the Bentonville Municipal Airport, which have specific site and architectural design standards established in Sec. 1100.234 Municipal Airport design standards, shall be exempt from this section.
 - (4) *Existing structures.* When a large scale development is only an addition to an existing structure, the design standards shall only apply to the addition itself.
- (d) *Review process.* These standards shall be applied in the normal review process for large scale developments and shall be approved by the planning commission.
- (1) *Waiver request.* Requests for waivers to these requirements must be accompanied by the following items.
 - a. *Narrative.* A written narrative explaining why the waiver is necessary to enhance the architectural design of the structure.
 - b. *3-D Rendering.* A 3-D full-color architectural rendering of the final product to include an outline of adjacent structures.
 - c. *Existing examples.* Photos of existing buildings or structures that have incorporated the related design element. Examples are not required to be located in Bentonville.
- (e) *Building material.* ~~The primary material shall~~ A minimum of two primary building materials is required constituting at least 75 percent of the wall area. ~~No single primary material shall constitute less than 25% of wall area, excluding glass. The primary exterior material shall consist of a combination of brick, textured concrete block, or natural stone. The standard shall apply to all sides of any building. Materials shall comply with the standards established below. The remaining exterior material shall be considered building trim. Trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. This commonly consists of moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledgement. No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-textured concrete block, stucco, vinyl or other similar materials shall constitute a portion of any building except trim.~~

ATTACHMENT E
Art. 1100 Development Standards Amendments

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LARGE SCALE DEVELOPMENT
BUILDING MATERIALS

	<u>Primary Materials</u>	<u>Trim Materials</u>
<u>Allowed</u>	<u>Brick</u> <u>Textured concrete block</u> <u>Natural stone</u> <u>Glass veneer</u> <u>Pre-finished architectural metal panels (min. 24 gauge)</u>	<u>Tile</u> <u>Stone</u> <u>Glass block</u> <u>Copper flashing</u> <u>Metal</u> <u>Wood</u> <u>EIFS</u> <u>Pre-finished concrete masonry board</u>
<u>Prohibited</u>	<u>Wood</u> <u>Masonite</u> <u>Asphaltic wall or roof material</u> <u>Aluminum siding</u> <u>Steel siding</u> <u>Non-textured concrete block</u> <u>Stucco</u> <u>Vinyl</u> <u>Fiberglass</u> <u>Ribbed metal panel</u>	

(f) *Building color.* The building's exterior color scheme shall utilize primarily muted, neutral, or earth tone type colors. The primary use of bright, intense, or extreme colors not consistent with the adjoining developments shall not be permitted. This regulation is not intended to prohibit the use of these colors for specifically approved architectural detailing. All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match or compliment the color of the adjacent surface, unless being used expressly as a trim or accent element. Building color shall be consistent with the standards established below.

LARGE SCALE DEVELOPMENT
BUILDING COLOR STANDARDS

	<u>Primary Colors</u>	<u>Trim Colors</u>
<u>Allowed</u>	<u>Muted</u> <u>Neutral</u> <u>Earth tone</u>	<u>Muted</u> <u>Neutral</u> <u>Earth tone</u> <u>Bright</u> <u>Light</u> <u>Primary</u>
<u>Prohibited</u>	<u>Bright</u> <u>Primary</u>	<u>--</u>

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(g) *Building compatibility.* All commercial structures shall be designed in a manner compatible with other structures in the surrounding vicinity. The exterior building design, including roof style, color, materials, architectural form and detailing, shall be consistent among all buildings in a common commercial development and on all elevations of each building to achieve design harmony and continuity within itself.

(h) *Scale and bulk.* The height and scale of new buildings shall be consistent or compatible with the height and scale of adjacent buildings. Special care, however shall be taken to achieve the compatibility of larger buildings next to small scale buildings; techniques shall include limited size, building articulation, and shadow patterns. The scale of the building shall also consider building setback, lot size and relationship to street width.

(i) *Wall articulation.* Buildings shall avoid long uninterrupted façade planes and/or blank walls. ~~All commercial building with facades greater than 200 feet in length shall incorporate wall plane projections or recess that are at least two (2) feet deep. Projections/recess must be at least 25% of the length of the façade. No uninterrupted length of a façade may exceed 100 feet in length and shall meet the following requirements:~~

<u>LARGE SCALE DEVELOPMENT</u> <u>WALL ARTICULATION</u>	
<u>Vertical</u>	<u>50' max. between articulation</u>
<u>Horizontal</u>	<u>Articulation required between first and second floor</u>
<u>Techniques</u>	<u>• Relief change (projection or recess at least 2' deep)</u> <u>• Breaks in the surface wall</u> <u>• Windows and door openings</u> <u>• Balconies, awnings and canopies</u> <u>• Series of display windows</u> <u>• Recessed entries</u> <u>• Decorative materials / tile</u> <u>• Material change</u> <u>• Texture change</u> <u>• Other techniques that meet the intent of these regulations and approved by Planning Commission.</u>

(j) *Facades.* All commercial structures shall be architecturally finished on all sides with same materials, detailing, and features when visible from the public realm or adjacent residential areas. The degree of visibility from the public realm shall be evaluated using the following criteria:

- (1) The degree of visibility from all adjacent public ways;
- (2) Possible visibility from future buildings and public ways; and

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(3) Internal overall appearance in relation to the site.

(k) *Roofs.* Roof lines and/or parapets shall be varied with a change in height every 100 linear feet in the building length. Parapets, gable roofs, high roofs, or dormers shall be used to conceal flat roofs and rooftop equipment from public view. Alternative lengths and designs may be acceptable and may be approved by planning commission if the required design would create water drainage or structural issues; or is necessary to enhance the architectural design of the building.

(l) *Entrances.* Each primary building on a site, regardless of size, shall have clearly defined, highly visible customer entrances featuring no less than two (2) of the following:

- (1) Canopies or porticos;
- (2) Overhangs;
- (3) Recesses/projections;
- (4) Arcades;
- (5) Raised corniced parapets over the door;
- (6) Peaked roof forms;
- (7) Arches;
- (8) Architectural detail such as tile work and moldings integrated into the building structure and design;
- (9) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting;
- ~~(9)(10) Change in material;~~ or,
- (11) Other architectural features approved by planning commission.

(m) *Architectural details.* All buildings shall be designed to incorporate no less than three (3) of the architectural elements from the list below, in addition to regulations regarding the design of entrances above. Buildings over fifty thousand (50,000) square feet shall include a minimum of five (5) of the referenced architectural elements. Buildings over one hundred thousand (100,000) square feet shall include a minimum of six (6) of the referenced architectural elements.

- (1) Canopies, awnings, or porticos;
- (2) Recesses/projections;
- (3) Arcades;
- (4) Peaked roof forms;
- (5) Arches;
- (6) Display windows;
- (7) Accent materials (minimum of 15% of exterior façade);
- (8) Architectural details (such as tile work and moldings) integrated into the building façade;
- (9) Articulated cornice line;
- (10) Articulated ground floor levels or base;
- (11) Varied roof heights; or,
- (12) Other architectural features approved by planning commission.

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(n) *Utility and mechanical equipment screening.*

- (1) Screening of service yards, utility meters and hardware, mechanical equipment, and/or other potentially unattractive places from public view, shall be accomplished by the use of walls constructed with the same materials as the primary building, fencing, planting, or a combination of the measures that follow. Screening shall be equally effective in the winter and the summer seasons. For rooftop equipment, parapet walls or other screening methods approved by planning commission are required along street frontages and bordering residential areas.
 - a. Adjusting the architectural or landscape profile to screen those elements from view.
 - b. Placing those elements on service courts or other locations usable by the general public.
 - c. Integrating those elements into the architecture or landscaping of the site.
 - d. Use materials similar to that of the primary structure.
- (2) The degree of visibility and screening of service yards, utility meters and hardware, mechanical equipment, refuse areas, and/or other potentially unattractive places shall be evaluated using the following criteria:
 - a. The degree of visibility from all adjacent public ways;
 - b. The architectural compatibility of the design and color of the yards, meters and equipment of the building;
 - c. Possible visibility from future buildings and public ways; and
 - d. Internal overall appearance in relation to the site.

(o) *Building placement.* Place as much of the building width at the front of the lot as possible to maximize front façade exposure to the public. The front façade shall be kept parallel with the street. On corner lots, place as much building mass near the intersection as possible to help anchor the lot and take advantage of high visibility.

(p) *Parking placement.* No more than 60% of the off-street parking area for the entire property shall be located between the front façade within the front yard of the principal building and the primary abutting street unless the principal building and/or parking lots are screened from view by out-lot development and additional tree plantings or berms. Whenever possible, attempt to link with adjacent parking lots or provide shared parking areas which can serve neighboring buildings simultaneously. Parking lots shall be designed in regular, rectangular shapes.

(q) *Pedestrian circulation.* Clearly defined pedestrian walkways or paths shall be provided from public sidewalks to primary building entrances. Design walkways and parking lots so that pedestrians do not have to cross parking aisles and landscape islands to reach building entries. All internal walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Painted crosswalks shall not be considered sufficient definition of the pedestrian path from the driving surface.

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(r) *Site amenities.* Each commercial development shall contribute to the establishment or enhancement of the community and public spaces by providing at least two (2) of the amenities listed below. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

- (1) Patio, seating area;
- (2) Pedestrian plaza with benches;
- (3) Mini park, square or green;
- (4) Transit stop;
- (5) Public art;
- (6) Window shopping walkway;
- (7) Outdoor play area;
- (8) Kiosk area;
- (9) Water feature;
- (10) Clock tower or steeple;
- (11) Bike racks that hold at least 2 bikes; or
- (12) Any other deliberately shaped area and/or focal feature that, in the planning commission's judgment adequately enhances such development and serves as a gathering place.

(Ord. No. 2008-44, § 1, 05-27-2008; Ord. No. 2011-72, 08-09-11; Ord. No. 2010-71, § 6, 11-23-2010; Ord. No. 2011-72, §1, 2, 4, 5, 08-09-2011; Ord. No. 2012-58, § 7, 07-24-2012; Ord. No. 2016-30, § 1, 02-09-2016; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 1100.22 Downtown Neighborhood (DN) districts design standards.

(l) *DN districts mixed-use standards.*

(1) *Mixed-use design standards.*

- a. *Upper floor design.* Upper-floor residential portions of mixed-use buildings shall incorporate design elements that create visual interest and avoid large blank facades. Such elements should be used to create a façade rhythm that is consistent with surrounding attached or detached single-family buildings. Appropriate elements include protruding or recessed patios, vertical and horizontal design elements, planar variations, varied roof lines, dormers, and others.
- b. *Ground floor design.* Ground-floor commercial facades must integrate a high level of transparency and elements typical of traditional commercial design. Such elements should include knee walls, window bays framed by architectural columns and pilasters, transom windows, recessed entries, awnings, and others.
- c. *Buildings on a corner lot.* Mixed-use buildings located on corners should integrate prominent massing elements such as corner turrets or chamfered facades.

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- d. *Signage and lighting.* Commercial signage and lighting should be integrated into the design of the façade and have a minimal impact on the aesthetic of the area. All commercial signs should comply with the regulations for signs located in the D-C Downtown Core District.
- e. *Commercial floor delineation.* There should be a clear delineation between the ground-floor commercial space and upper-floor residential areas. Such a delineation can be created through the use of varying materials, slight upper-floor recession, projection or horizontal variation.
- f. *Large scale development compliance.* Mixed-use buildings are subject to the standards for Large Scale Developments as described in ~~Chapter 50, Sec. 50-1116~~Sec. 1100.21 *Large scale development design standards.* When identifying additional site amenities in order to meet the standards of the ~~Subdivision Development~~ Code, ~~a~~Applicants should be encouraged to provide amenities in accordance with ~~Sec. 50-1116(g)~~Sec. 1100.21 (r) *Site amenities* that are appropriate for a walkable mixed-use environment, such as patio seating and benches, a pedestrian plaza, window shopping walkway, or public art.
- g. *Functional operations.* Operations related to the function of commercial tenants (i.e. outdoor trash receptacles, loading areas, etc.) shall be located and designed so they do not interfere with resident access or substantially impact residents through noise, odor, etc. Trash receptacles should not be adjacent to a public right-of-way.
- h. *Screening of adjacent residential lots.* Mixed-use buildings shall provide screening against abutting residential properties that is compliant with regulations established in Section 1400.097 Screening requirements of the City's ~~Subdivision Land Development~~ Code.

Sec. 1100.23 Downtown (D) districts design standards.

(a) *Purpose and intent.* The design standards in this section are intended to implement the city's vision for the Downtown Master Plan. The intent of these standards is to improve the overall quality of development and enhance pedestrian safety and walkability in the downtown districts.

(b) *Applicability.* The provisions of this section shall apply to all developments requiring large scale development approval within the DC, Downtown Core and DE, Downtown Edge districts. These standards are in addition to the regulations in Sec. 1100.21 Large scale development design standards. Where there is conflict between regulations, the regulations in this section shall prevail in the DC and DE districts.

(c) *Review process.* These standards shall be applied in the normal review process for large scale developments and shall be approved by the planning commission.

~~(d) — Building material. Minimum of two materials required, consistent with the building material regulations established below.~~

DOWNTOWN (D) DISTRICTS BUILDING MATERIALS

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	Primary material	Secondary material
Coverage	75% min. of façade, exclusive of windows	25% max. of façade, exclusive of windows
Allowed	Brick, stone, manufactured stone, architectural steel, architectural concrete	Tile, stone, glass block, copper flashing, metal and wood, EIFS
Prohibited	Aluminum, vinyl, fiberglass	--

~~(e) Building color.~~ Building color shall be consistent with the standards established below. All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match or compliment the color of the adjacent surface, unless being used expressly as a trim or access element.

~~DOWNTOWN (D) DISTRICTS
COLOR STANDARDS~~

	Primary color	Secondary color
Coverage	75% min. of façade	25% max. of façade
Allowed	Earth tones	Earth tones, light and bright colors

~~(f) Building compatibility.~~ The compatibility requirements in *Sec. 1100.20 Large scale development design standards* shall apply to the Downtown Districts.

~~(g) Building scale and bulk.~~ The scale and bulk requirements in *Sec. 1100.20 Large scale development design standards* shall apply to the Downtown Districts.

~~(h) Wall articulation.~~ Walls in the Downtown Districts shall be articulated in a manner that meet the minimum requirements below.

~~DOWNTOWN (D) DISTRICTS
WALL ARTICULATION~~

Vertical	50' min. between articulation
Horizontal	Articulation required between first and second floor
Techniques	• Breaks in the surface wall • Windows and door openings • Balconies, awnings and canopies • Series of display windows • Recessed entries • Decorative materials / tile

(i) *Facades.*

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- (1) Loading docks, overhead doors, and other service entries are prohibited on primary street-facing facades.
- (2) Features added to the façade, such as balconies and shutters, shall be useable and/or operational to ensure authenticity of design.

- (j) *Roofs.* Roof styles in the Downtown (D) shall meet the standards below:

DOWNTOWN (D) DISTRICTS
ROOF STYLES ALLOWED

DC	Gable, hipped, flat
DE	Gable, hipped

- (k) *Entrances.*

- (1) *Doors adjacent to sidewalk.* All doors from the structure that are immediately adjacent to the sidewalk shall be recessed from the front of the structure a minimum of the width of the door to allow for safe pedestrian use of the sidewalk.

- ~~(2) *Primary entrance emphasized.* All primary entrances to a building shall be emphasized with one of the following techniques, or as approved by planning commission:~~

- ~~a. *slightly recessed;*~~
- ~~b. *change in color; and/or*~~
- ~~c. *materials or paving treatment.*~~

- ~~(l) *Windows.* First floor windows shall not be opaque. Windows in the Downtown Districts shall meet the standards below.~~

DOWNTOWN (D) DISTRICTS
WINDOW REQUIREMENTS

	Minimum First Floor Coverage
DC	50% of façade shall be windows
DE	No minimum required

- (m) *Corner architecture.* All buildings located at the corner of the intersection between two primary streets shall incorporate a minimum of one of the following architectural elements, or as approved by planning commission. This standard shall not apply to the intersection of two secondary streets or between a primary and secondary street.

- (1) cupola
- (2) turret
- (3) pitched roof

- (n) *Awnings, canopies, and balconies.* Awnings, canopies and balconies shall meet the standards below.

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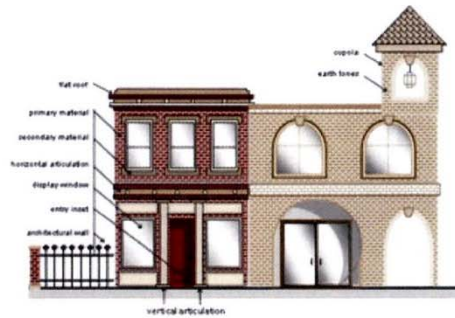
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DOWNTOWN (D) DISTRICTS AWNING, CANOPIES AND BALCONY STANDARDS

Material	Durable, protective, water repellant
Prohibited	Plastic, aluminum, fiberglass Backlighting of awning

(o) *Franchise architecture.* Franchise architecture (building design that is trademarked or identified with a particular chain or corporation and is generic in nature) is prohibited. Franchises or national chains shall follow these standards to create a unique building that is compatible with the DC, Downtown Core and DE, Downtown Edge districts.

DOWNTOWN (D) DISTRICTS ARCHITECTURAL FEATURES



~~(p) *Utility and mechanical equipment screening.* The utility and mechanical equipment screening requirements in Sec. 100.20 Large scale development design standards shall apply to the Downtown districts.~~

(q) *Building placement.* The table below establishes the minimum percentage of the façade that must be placed along the maximum setback allowed in the Downtown districts.

DOWNTOWN (D) DISTRICTS FACADE PLACEMENT

	Façade built to maximum setback on a primary street	Façade built to maximum setback on a secondary street
DC	80% min	25% min
DE	80% min	0%

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Any section along the maximum setback on a primary street that is not defined by a building up to a 10 feet setback of the maximum setback shall be defined by a 2'6" to 4'6" high fence or wall. The material on the fence or wall shall be consistent and compatible with the adjacent structure and approved by planning commission. The fence or wall may consist of a gate or opening for access.

(r) *Parking placement.* Off-street parking shall be located behind or to the side of the primary building. On corner lots, parking drive shall not be located on primary streets, unless at intersection of two primary streets (see DC and DE zoning districts for information on primary and secondary streets.) Parking drives are highly discourage along primary streets and only permitted if there is no other option for access to parking areas. Off-site parking may be provided off-site within 600' or as shared parking. A shared parking agreement shall be provided to Planning for all residential use parking spaces.

(s) *Sidewalks.* ~~The table below establishes minimum width, material and color requirements for sidewalks in the Downtown districts. Sidewalks should fill the space between the back of curb and the building. Reserved.~~

~~DOWNTOWN (D) DISTRICTS~~

~~SIDEWALK REGULATIONS~~

	Minimum sidewalk width adjacent to a primary street	Minimum sidewalk width adjacent to a secondary street	Sidewalk material	Sidewalk brick color
DC	12'	12'	Concrete, brick or a combination	Pine Hall "Red" or equivalent
DE	8'	8'	Concrete	No required color

(t) *Site amenity standards.* Site amenities are not required. However, if a specific site amenity is being provided, it shall meet the standards below for both primary and secondary streets in the DC, Downtown Core and DE, Downtown Edge districts. All street furniture shall be installed per manufacturer's specifications.

(1) *Street amenity placement.*

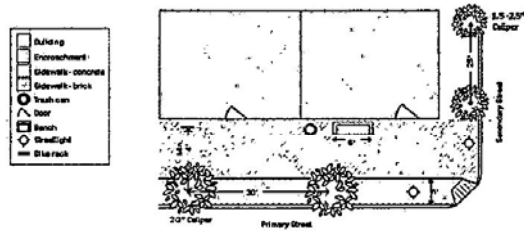
- a. Street trees and street lights shall not be placed directly in front of an entrance to a building.
- b. All street furniture shall be placed so that a minimum of 4' of the width of the sidewalk is clear and unobstructed.
- c. Trees, street lamps, and all street furniture shall be placed a minimum of 36" away from the back of curb to allow for car doors opening.

DOWNTOWN (D) DISTRICTS STREET AMENITY PLACEMENT

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(2) *Streetlight standard.*

- a. Luminaire: Granville
- b. Pole: Wadsworth
- c. Pole height: 12' maximum
- d. Color: Black
- e. Spacing: Determined by Bentonville Electric Utility Department.



(3) *Bench standard.*

- f. Length: 6' minimum
- g. Style: Victor Stanley "Classic" Series (Model # C-10) (or approved equal)
- h. Color: Black



(4) *Trash receptacle standard.*

- i. Size: 40 gallon
- j. Style: Victor Stanley "Ironsites" (Model # S-35), or approved equal
- k. Color: Black

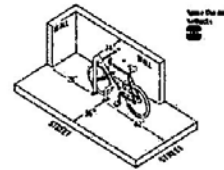
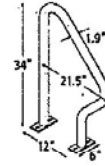


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(5) *Bicycle rack standard.*

- l. Size: 34" x 21.5"
- m. Style: Single hoop, Dero Swerve Rack, Black
- n. Tube Width: 1.9"
- o. Setback from parallel wall: 24"
- p. Setback from horizontal wall: 28"
- q. Setback from parallel street: 36"
- r. Distance from horizontal street: 62"



(Ord. No. 2005-82, § 1, 04-26-2005; Ord. No. 2009-11, § 1, 11-10-09, Ord. No. 2010-54, § 2, 08-10-2010;
Ord. No. 2012-58, § 6, 07-24-2012; Ord. No. 2019-57, § 6, 04-09-2019)

ATTACHMENT F
Art. 1400 Landscaping, Screening and Buffering Amendments

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Sec. 1400.03 Exemptions from landscaping, screening and buffering regulations.

(a) *Previous approval.* Developments that have been approved and permitted to begin building construction prior to the adoption of this Article shall be exempt.

(b) *Downtown (D) districts.* Development and redevelopment in the DC, Downtown Core and the DE, Downtown Edge zoning districts shall be exempt from *Sec. 1400.06 Street Frontage Buffer Landscaping, Sec. 1400.07 Perimeter landscape requirements* and *Sec. 1400.15 Minimum tree size at time of planting*. ~~DC, Downtown Core shall be exempt from Sec. 1400.07 Perimeter landscape requirements.~~ Both DC and DE zoning districts, however, shall be subject to Sec. 1400.16 Downtown districts landscaping requirements.

(c) *Downtown Neighborhood (DN) districts.* ~~Development and redevelopment in the DN-4, Downtown Mixed-use Residential district where the applicable minimum setback is 0' shall be exempt from Sec. 1400.06 Street Frontage Buffer Landscaping and Sec. 1400.07 Perimeter landscape requirements, but shall be subject to the regulations for DE districts in Sec. 1400.16 Downtown Districts Landscaping Requirements.~~

(ed) *Residential.* Newly constructed single and two-family residential structures shall be exempt from this Article with the exception of *Sec. 1400.10 Residential tree planting required.*

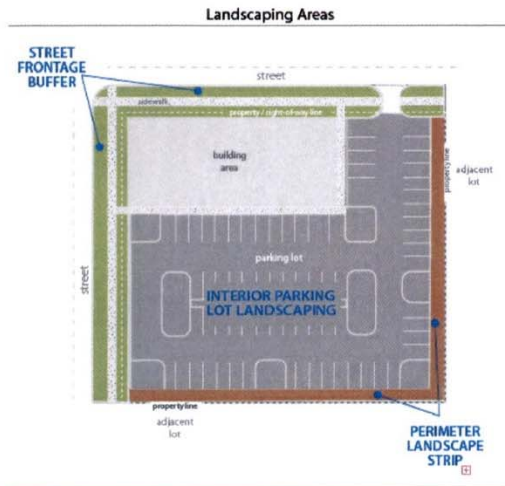
(~~ed~~) *Municipal Airport.* Development subject to the design standards for the Bentonville Municipal Airport shall be exempt from this article with the exception of *Sec. 1400.18 Municipal Airport landscaping requirements.*

(Code 1994; Ord. No. 98-98, § 4, 12-08-1998; Ord. No. 2003-100, § 1, 06-10-2003; Ord. No. 2009-11, § 6; Ord. No. 2010-71, § 7, 11-23-2010; Ord. No. 2012-58, § 9, 07-24-2012; Ord. No. 2016-30, 02-09-16; Ord. No. 2013-87, § 1, 09-10-2013; Ord. No. 2016-30, § 2, 02-09-2016; Ord. No. 2019-57, § 6, 04-09-2019)

Sec. 1400.05 Landscape plan requirements.

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Art. 1400 Landscaping, Screening and Buffering Amendments

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Sec. 1400.06 **Street frontage buffer landscaping required.**

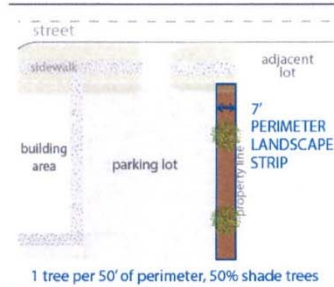


Sec. 1400.07 **Perimeter landscape strip required.**

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Art. 1400 Landscaping, Screening and Buffering Amendments

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Perimeter Landscape Strip



Sec. 1400.08 Interior parking lot landscaping required.

(e) ~~Number of trees required. Trees shall be provided at a minimum rate of one (1) tree per 125 square feet or fraction thereof of interior parking lot landscaping area.~~

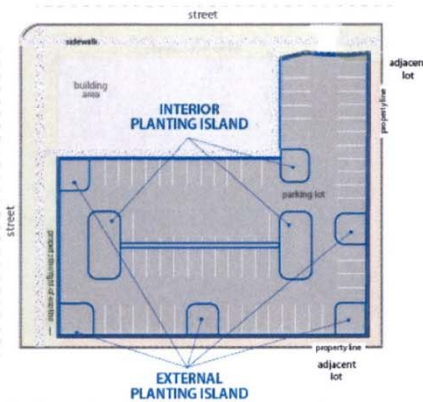
(f) *Planting islands.* Interior areas of parking pavement shall contain planting islands.

(1) *Planting islands generally.*

a. Planting islands shall be spaced no farther than fifteen (15) parking spaces apart.

b. All rows of parking shall terminate with a planting island or landscaped area.

Interior Parking Lot Landscaping



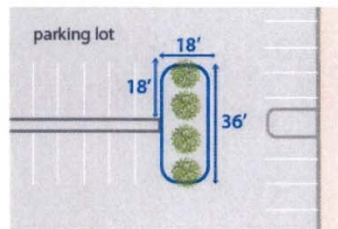
(2) *Internal planting islands.*

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- a. *Minimum size.* Internal planting islands shall be a minimum size of eighteen (18) feet by eighteen (18) feet, measured back of curb to back of curb.
- b. *Number of trees required.* Internal planting islands shall contain a minimum of two (2) shade trees.

Interior Parking Lot Landscaping:
INTERNAL PLANTING ISLAND



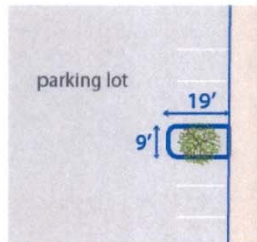
2 shade trees per internal planting island

- (3) *External planting islands.* External planting islands are adjacent to the perimeter of the parking lot.
 - a. *Minimum size.* External planting islands shall be a minimum size of nine (9) feet by nineteen (19) feet.
 - b. *Number of trees required.* External planting islands shall contain a minimum of one (1) shade tree.

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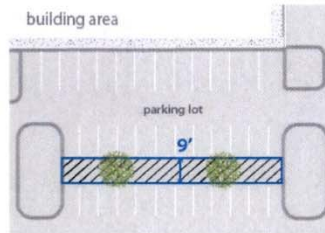
Interior Parking Lot Landscaping:
EXTERNAL PLANTING ISLAND



1 shade tree per external planting island

- (4) *Continuous planting islands.* —When there are two or more double rows of parking, a continuous planting island shall be located between every other row.
- a. *Minimum size.* Continuous planting islands shall be the length of the parking row and a minimum width of nine (9) feet.
- b. *Number of trees required.* Continuous planting islands shall contain a minimum of one (1) shade tree per every six (6) parking spaces or fraction thereof located in the double row.

Interior Parking Lot Landscaping:
CONTINUOUS PLANTING ISLAND



1 shade tree for every 6 spaces

- (5) *Planting island preparation.* To create favorable conditions conducive to healthy plant growth, planting islands shall be excavated to a depth of three (3) feet and backfilled with grade A sandy loam topsoil. A drainage perk test shall be performed prior to backfilling topsoil. Six (6) inches of water shall be placed in each excavated hole. If all of the water does not percolate out of the excavated hole within 24 hours, then drainage pipe shall be installed.

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Art. 1400 Landscaping, Screening and Buffering Amendments

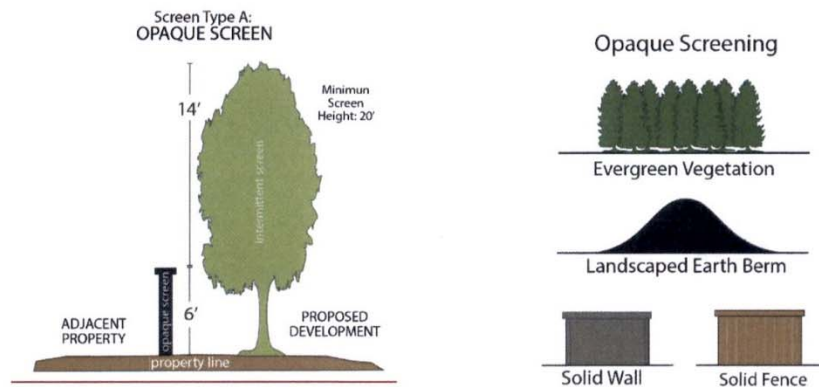
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Sec. 1400.09 Screening requirements.

(c) *Screen type A: opaque screen.* Intended to exclude all visual contact between uses and to create a strong impression of spatial separation.

(1) *Minimum height.* Minimum height of twenty (20) feet. Opaque from the ground to a height of six (6) feet, intermittent visual obstruction permitted from above the opaque portion.

(2) *Materials.* May be composed of a wall, fence, landscaped earth berm, planted evergreen vegetation, or existing evergreen vegetation.



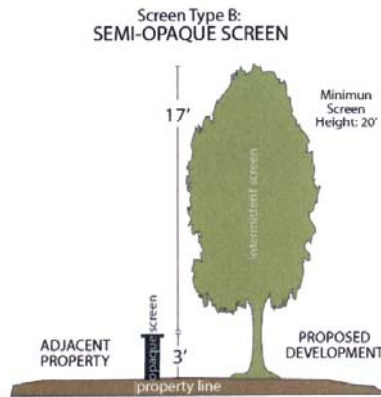
(d) *Screen type B: semi-opaque screen.* Intended to partially block visual contact between uses and to create a strong impression of the separation of spaces.

(1) *Minimum height.* Minimum height of twenty (20) feet. Opaque from the ground to a height of three (3) feet, intermittent visual obstruction permitted from above the opaque portion.

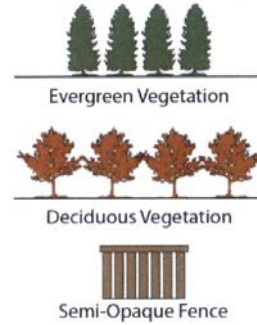
(2) *Materials.* May be composed of a wall, fence, landscaped earth berm, planted evergreen vegetation, or existing evergreen vegetation.

ATTACHMENT F
Art. 1400 Landscaping, Screening and Buffering Amendments

*Underlined text to be added and strikethrough text to be deleted.
Only code sections with amendments are shown.*

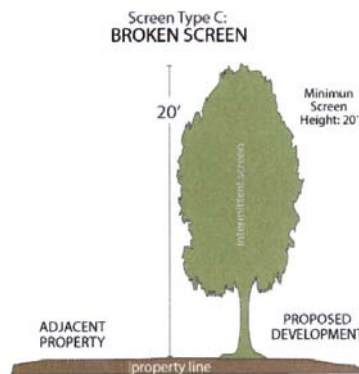


Intermittent Visual Obstruction

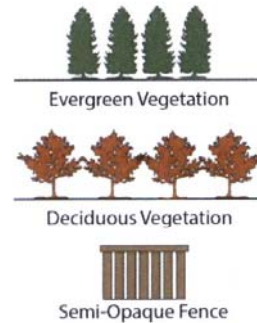


(e) *Screen type C: broken screen.* The broken screen is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the spaces.

- (1) *Minimum height.* Minimum height of twenty (20) feet with intermittent visual obstruction from the ground.
- (2) *Materials.* May be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation.



Intermittent Visual Obstruction



(f) *Screen type D: No defined screen.* The perimeter landscaping requirements in *Sec. 1400.07 Perimeter Landscape Strip Required* shall apply; however, no additional screening is required.



INFORMATION Dept
 5700-106 (Rev)
 JULY 1977
 DEPT OF THE ARMY
 GPO: 1977-0-288-000-0000

[illegible][illegible]

Date of Effusion: _____
Signed: _____
Home & Address: _____
Print Name: _____
Source of Lab. D.C. _____

We've underplayed, even in the real estate's proven and described benefits, do hereby certify that we have had this, signed, and submitted to hereby for all party, including said real estate in accordance with this plan and so hereby declare to the public: the benefits, effects, drivers, earnings, etc., as shown in said plan.

Date of Evaluation: _____

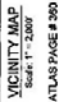
Sign of _____

Name & Address _____

Print Name _____

Signature of Title D.H. _____

Name _____



Placed in the City of Remond's Substitution Regulations and all other conditions and approvals having been complied, this document is hereby accepted. This Certificate is hereby submitted under the authority of the said rules and regulations.

Role of Executive: _____

Date of Execution: _____
 Signed: _____
 Erie County Planning Commission Clerk
 Signed: _____
 Mayor, City of Erie
 Signed: _____

SURVEY DESCRIPTION - LOT 10:

Shipping and office in New York City, 1920-1921, 1922-1923, 1924-1925, 1926-1927, 1928-1929, 1930-1931, 1932-1933, 1934-1935, 1936-1937, 1938-1939, 1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662

THE WORKMAN'S LIST ADDITION TO THE CITY OF BENTON, J.B. BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "C" AT PAGE 6.

[illegible]

1. C. Ed Cross hereby certifies that this plot correctly represents a boundary survey made by me and boundary markers and lot corners, shown therein actually exist and that location, type and material is correctly shown and all relevant requirements of the Arkansas Reclamation Act of 1901 have been met.

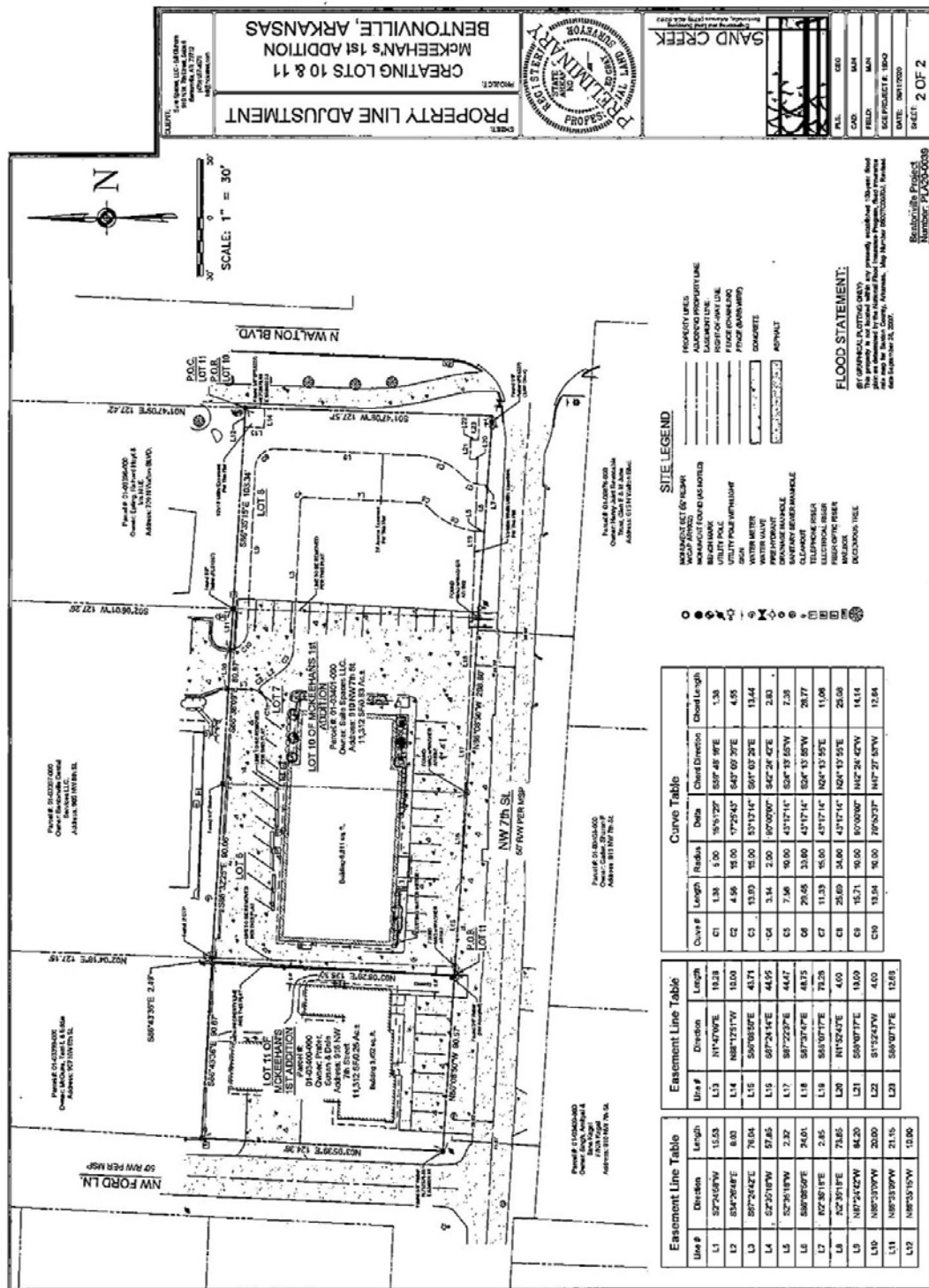
Date of Execution _____

Signed _____

C. BOND
Registered Land Surveyor
State of Arkansas
Arkansas Surveying, Inc., P.O. Box 1000
Fayetteville, AR 72702

Bentonville Project
Number: PLA20-0039

SAND CREEK
Engineering and Mass Surveying
Dentonville, Arkansas (AR) 72839-0000



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
10-11 OF MCKEEHAN'S 1ST ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0039).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 10-11 of McKeehan's 1st Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 4, 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 Lots 10-11 of McKeehan's 1st 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.

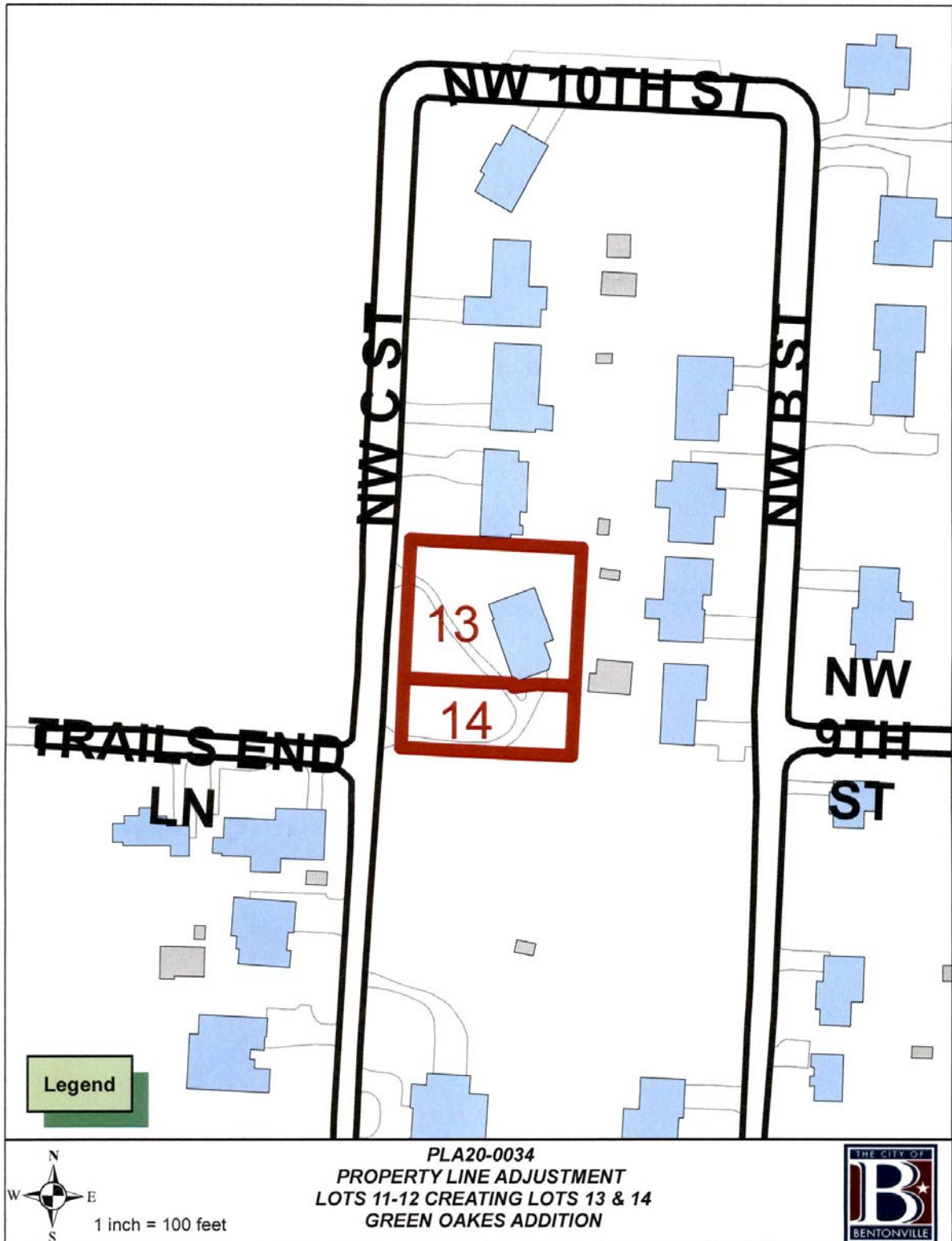
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
13-14, BLOCK 15 OF GREEN OAKES ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0034).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 13-14, Block 15 of Green Oakes Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 4, 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 Lots 13-14, Block 15 of Green Oakes 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:

ATTEST:

Stephanie Orman, Mayor

City Clerk



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 28-30, BLOCK 10 OF
W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS19-0016).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 28-30, Block 10 of W.A. Burk's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 4, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 28-30, Block 10 of W.A. Burk's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 5-7 OF LEWIS
FOSTER ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS20-0016).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 5-7 of Lewis Foster Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 4, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 5-7 of Lewis Foster Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



[illegible]

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 106-107 OF
LOCHMOOR CLUB SUBDIVISION PHASE II TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0032).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 106-107 of Lochmoor Club Subdivision Phase II, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 4, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 106-107 of Lochmoor Club Subdivision Phase II to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

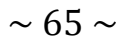
APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 7-13, BLOCK 2 OF
SCOGGAN SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS20-0035).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 7-13, Block 2 of Scoggan Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 4, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 7-13, Block 2 of Scoggan Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

(479) 271-6827

ACTION REQUIRED:

Recognition by City Council of Jeffrey and Deborah McClelland who reside at 707 W Central Ave. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.

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

Date: August 3, 2020
To: Bentonville City Council
From: Danielle Semsrott, AICP, Senior Planner
RE: Residential Landscaping of the Month Award

Dear Bentonville City Council,

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

The winners for the month of July in the residential category are Jeff and Deborah McClelland, who reside at 707 W Central Avenue. The property was nominated by a Bentonville resident.

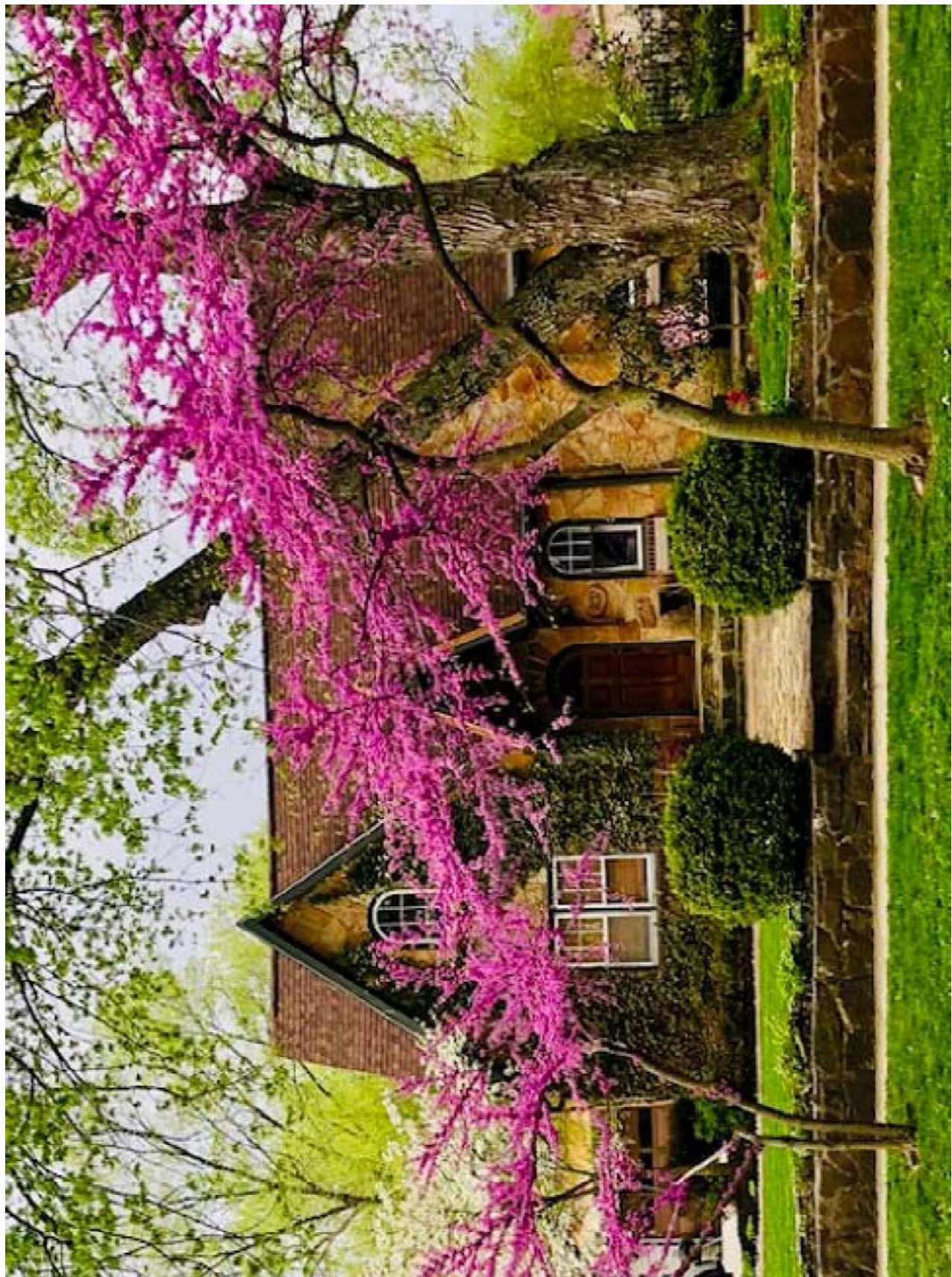
The McClelland's moved into their home in the summer of 2012 and really enjoy the experience of living in downtown Bentonville. The home was built sometime in the late 1940's. They have been careful to maintain the original design and character of the residence. The McClelland's are amateur landscapers but experiment a great deal and feel it is important to maintain a well-kept and nice appearance of their yard, especially since Central is an important thoroughfare to downtown. Their secret ingredient is the screened mulch from the Bentonville compost facility.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

Respectfully,



Danielle Semsrott, AICP
Senior Planner





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

271-6827

ACTION REQUIRED:

An ordinance amending the Land Development Code of the Bentonville Municipal Code to increase the membership size of the Tree and Landscape Advisory Committee from five to seven; including one City Council member as a non-voting ex-officio member.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO

Date: July 30, 2020
To: Bentonville City Council
From: Danielle Semsrott, AICP, Senior Planner
RE: Tree and Landscape Advisory Committee

Dear Bentonville City Council,

The Tree and Landscape Advisory Committee was established via Article 1300 Tree Preservation and Protection of the Subdivision Code. Specifically, Ord. No. 98-90 § 4, 11-10-1998.

Per Sec. 1300.04(a)(2) Establishment of a Tree and Landscape Advisory Committee: Five members shall be appointed by the City Council. The appointees shall consist of: two persons professionally trained in fields such as forestry, botany, horticulture, and/or landscape architecture; and three persons who are residents of the City of Bentonville. The Community Development Director or his/her assigned shall be a nonvoting ex-officio member.

A selection committee recently conducted an interview and selection process for one Committee term expiration.

After interviewing six candidates, the selection committee recommends increasing the committee size from five to seven; including one City Council member as a non-voting ex-officio member.

The selection committee feels the increased size will benefit the committee by expanding its knowledge base and volunteer capability.

The selection committee proposes:

- Amending the Land Development Code, Article 1300 Tree Preservation and Protection to reflect the Committee size increase from five to seven and replacing the Community Development Director or his/her assigned shall be a nonvoting ex-officio member, to a City Council member.
- New appointment of Jessie Wagner to a three year term.
- New appointment of Gulizar Baggson to a three year term.
- Re-appointing Nathan Lemke to a second three year term (approved at July 28th CC)

Respectfully,

Danielle

Danielle Semsrott, AICP
Senior Planner

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE BENTONVILLE MUNICIPAL CODE TO INCREASE THE MEMBERSHIP SIZE OF THE TREE AND LANDSCAPE ADVISORY COMMITTEE AND ESTABLISH THE EX-OFFICIO AS A CITY COUNCIL MEMBER.

WHEREAS, a selection committee recently conducted an interview and selection process for one Tree and Landscape Advisory Committee term expiration.

WHEREAS, after interviewing six candidates, the selection committee recommends increasing the committee size from five to seven; including one City Council member as a non-voting ex-officio member; and,

WHEREAS, the selection committee feels the increased size will benefit the committee by expanding its knowledge base and volunteer capability.

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

Section 1. That Bentonville Municipal Code, Land Development Code, *Art. 1300.04 Establishment of a tree and landscape advisory committee* shall be and is hereby amended with the following, strikethrough text to be deleted and underlined text to be added:

- (a)(2) ~~Five (5)~~ Six (6) of said members shall be appointed by the City Council. The appointees shall consist of: ~~two (2)~~ three (3) persons professionally trained in fields such as forestry, botany, horticulture, and/or landscape architecture; and three (3) persons who are residents of the City of Bentonville. ~~The Community Development Director or his/her assigned~~ The Mayor shall appoint a City Council member ~~shall be as~~ a nonvoting ex-officio member.

Section 2. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2020.

Approved:

Mayor Stephanie Orman

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

271-6827

ACTION REQUIRED:

Appointment of Jessie Wagner to a three year term on the Tree and Landscape Advisory Committee. The term will expire on August 11, 2023.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





August 6, 2020

To: City Council Members
From: Mayor Stephanie Orman
Subject: Appointment of Jessie Wagner to Bentonville's Tree and Landscape Advisory Committee.

I recommend Jessie Wagner for appointment to Bentonville's Tree and Landscape Advisory Committee. Ms. Wagner's term expires on August 11, 2023.

SO

Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
6-26-20

APPLICANT INFORMATION

Name Jessie Wagner

If married, spouse's name n/a

Home Address [REDACTED]

City Bentonville Zip Code 72712

Home/Cell Phone [REDACTED]

Business Phone [REDACTED]

Email Address [REDACTED]

Occupation Business Development Manager

Employer Flintco Construction

Length of Residency in Bentonville 8 years

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Brent Farmer

Phone [REDACTED]

Email [REDACTED]

Name Gayatri Agnew

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?

I am an avid gardener and have been gardening in this region since my move here in 2012. Prior to that I worked for the National Park Service as an Interpretive Ranger, designing and delivering, among other topics, interpretive tours focused on the flora of the high desert. Although not focused on horticulture, I do hold bachelors and masters degrees from the University of British Columbia.

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

I have long been an admirer of how the City of Bentonville landscapes and I think in particular the landscaping around the square and the downtown activity center are exceptionally well done. I am excited about the opportunity as our town grows to incorporate more green spaces, parks and native plantings. I love this community and am excited to serve it in a way that aligns with my interests and abilities.

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 6-26-2020



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

271-6827

ACTION REQUIRED:

Appointment of Gulizar Baggson to a three year term on the Tree and Landscape Advisory Committee. The term will expire on August 11, 2023.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





August 6, 2020

To: City Council Members
From: Mayor Stephanie Orman
Subject: Appointment of Gulizar Baggson to Bentonville's Tree and Landscape Advisory Committee.

I recommend Gulizar Baggson for appointment to Bentonville's Tree and Landscape Advisory Committee. Ms. Baggson's term expires on August 11, 2023.



Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Gulizar
Last Name	Baggson
Address	
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	Moved to Bentonville in March 2019 (In NWA since 2006)
Employer	NWACC
Occupation	AVP Finance and Administration
Business Phone	
If married, spouse's first and last name	
First Name	Maurice
Last Name	Baggson

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Tree & Landscape Advisory Committee
1. What are your qualifications for serving on this commission or	I am an avid gardner who has lived and planted trees and a variety of landscapes in northwest Arkansas since 2006. I am intimately familiar with native plants, and those plants that will

board, including education and subject matter expertise?	thrive in our environment. In my position at NWACC, I have also been involved in landscape budgeting and planning for new and existing facilities at our various campuses.
--	--

2. Why would you like to be considered for appointment to this commission or board?	I am a Bentonville resident and I strongly believe in the beauty, environmental health, and added value that trees and landscape bring to the city when fully integrated into broader planning.
---	---

(Section Break)

Qualifications for Serving
Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees
Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Gulizar K. Baggson
--	--------------------

Date	6/22/2020
------	-----------



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 35 of Wildwood Phase VI Subdivision (VAC20-0013).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 35
OF WINDWOOD PHASE VI SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0013).**

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

A PART OF LOT 35 OF WILDWOOD SUBDIVISION PHASE 6 FINAL PLAT TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD instrument # L201929536, RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, BENTON COUNTY, ARKANSAS.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 35 LOCATED N02°23'08"E 20' FROM THE SOUTHEAST CORNER OF SAID LOT 35 AND RUNNING; THENCE N87°32'59"W 20' TO A POINT, THENCE N02°23'08"E 110.09' TO A POINT; THENCE S87°39'30"E 20' TO A POINT ON THE EAST LINE OF SAID LOT 35, THENCE S02°23'08"W 110.08' ALONG SAID EAST LINE 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 utility easement.

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

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

A PART OF LOT 35 OF WILDWOOD SUBDIVISION PHASE 6 FINAL PLAT TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD instrument # L201929536, RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, BENTON COUNTY, ARKANSAS.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 35 LOCATED N02°23'08"E 20' FROM THE SOUTHEAST CORNER OF SAID LOT 35 AND RUNNING; THENCE N87°32'59"W 20' TO A POINT, THENCE N02°23'08"E 110.09' TO A POINT; THENCE S87°39'30"E 20' TO A

POINT ON THE EAST LINE OF SAID LOT 35, THENCE S02°23'08"W 110.08' ALONG SAID EAST LINE 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.

City Clerk

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:

August 11, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 30 of Harmon Grove of Central Park Subdivision Phase 3 (VAC20-0018)

COST TO CITY:

Cost of this Request:

Additional Budget Amount:

☐ One time amount

☐ Continuing O and M

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

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

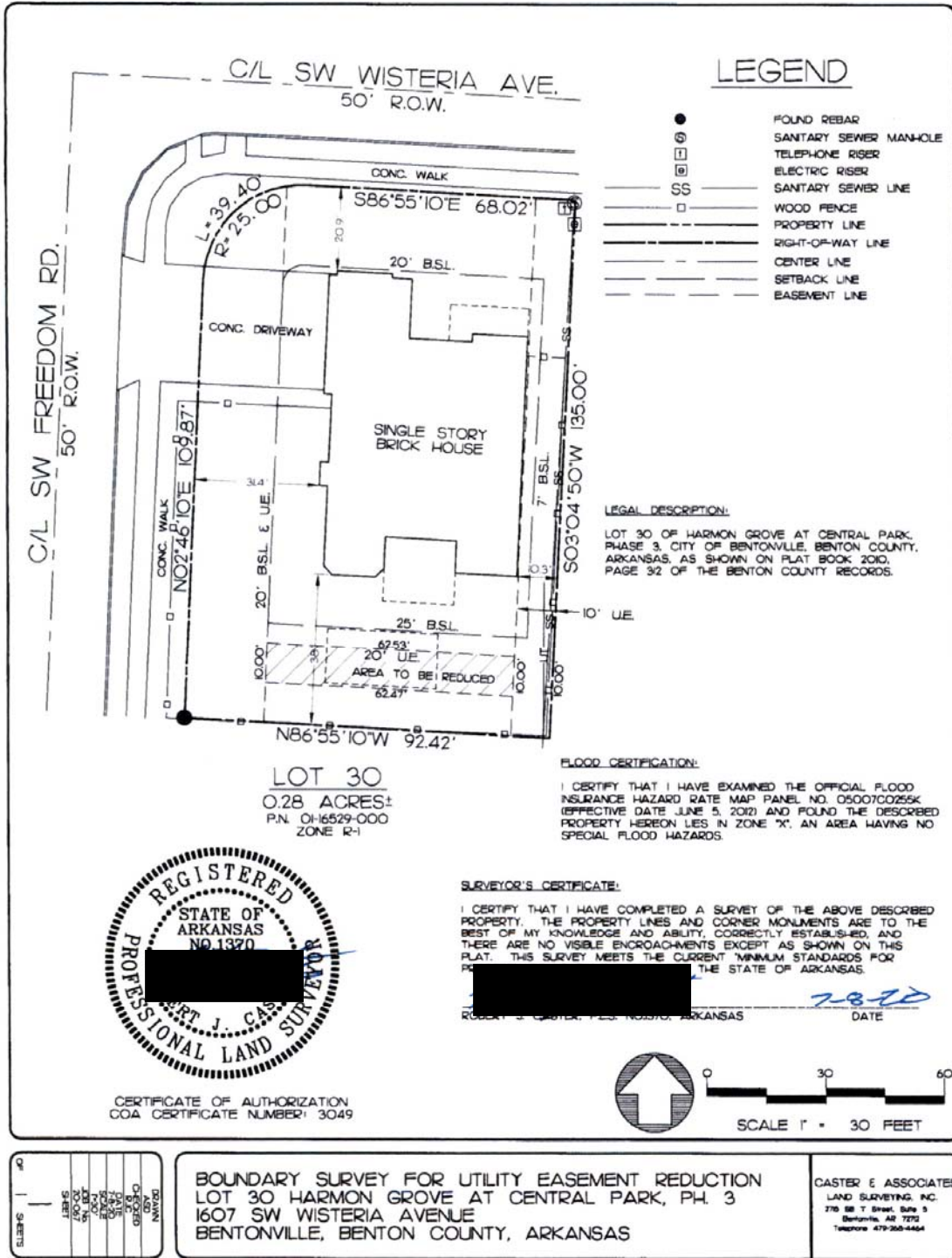
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





PETITION TO VACATE

which is described as follows

PETITION TO VACATE AN

UTILITY EASEMENT

LOCATED AT

1607 SW WISTERIA AVE.

CITY OF BENTONVILLE, ARKANSAS

TO: The Bentonville City Council

We, the undersigned, being all the owners of the real estate of or adjacent to the

UTILITY EASEMENT

to be vacated hereinafter sought to be abandoned and vacated, lying in Bentonville, Arkansas, a municipal corporation,

petition to vacate an

UTILITY EASEMENT

which is described as follows

Legal
Description
of area to
be vacated

PART OF LOT 30, HARMON GROVE OF CENTRAL
PARK, PHASE 3, AS SHOWN ON PLAT BOOK 2010,
PAGE 312 OF THE BENTON COUNTY RECORDS,
AND BEING MORE PARTICULARLY DESCRIBE AS:

COMMENCING AT THE SE CORNER OF SAID LOT
30, THENCE N03°04'50"E 10.00 FEET, THENCE
N86°55'10"W 10.00 FEET TO THE POINT OF
BEGINNING, THENCE N86°55'10"W 62.47 FEET,
THENCE N02°46'10"E 10.00 FEET, THENCE
S86°55'10"E 62.53 FEET, THENCE S03°04'50"W
10.00 FEET TO THE POINT OF BEGINNING,
CONTAINING 625.01 SQUARE FEET.

That the real estate affected by said abandonment of the

UTILITY EASEMENT

located at

1607 SW WISTERIA AVE.

to the City of Bentonville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Benton, State of Arkansas, is attached hereto, and made a part hereof as though set out herein word for word

Petitioners state that the above described real estate will not adversely affect the public interest and welfare and would also not be adversely affected by the abandonment of the above described

UTILITY EASEMENT

The petitioners recommend that the City of Bentonville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully recommend that the governing body of the City of Bentonville, Arkansas, abandon and vacate the above described real estate, subject to said utility easements and as to that particular land the owner be free from the easements of the public for the use of said real property.

Dated this

3

day of

May

20

21

Printed Name

Signature

Printed Name

Signature

ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 30 OF HARMON GROVE OF CENTRAL PARK SUBDIVISION PHASE 3 TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0018).

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

PART OF LOT 30, HARMON GROVE OF CENTRAL PARK, PHASE 3, AS SHOWN ON PLAT BOOK 2010, PAGE 312 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBE AS:

COMMENCING AT THE SE CORNER OF SAID LOT 30; THENCE N03°04'50"E 10.00 FEET; THENCE N86°55'10"W 10.00 FEET TO THE POINT OF BEGINNING; THENCE N86°55'10"W 62.47 FEET; THENCE N02°46'10"E 10.00 FEET; THENCE S86°55'10"E 62.53 FEET; THENCE S03°04'50"W 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 625.01 SQUARE FEET.

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

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

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

PART OF LOT 30, HARMON GROVE OF CENTRAL PARK, PHASE 3, AS SHOWN ON PLAT BOOK 2010, PAGE 312 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBE AS:

COMMENCING AT THE SE CORNER OF SAID LOT 30; THENCE N03°04'50"E 10.00 FEET; THENCE N86°55'10"W 10.00 FEET TO THE POINT OF BEGINNING; THENCE N86°55'10"W 62.47 FEET; THENCE N02°46'10"E 10.00 FEET; THENCE S86°55'10"E 62.53 FEET; THENCE S03°04'50"W 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 625.01 SQUARE FEET.

Section 2: A copy of this Ordinance and Exhibit A, 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.

City Clerk

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:

August 11, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley Right of Way at Lots 1-6a west of Fillmore Street of W.A. Burks Addition to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC20-0020).

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 LOTS 1-6A WEST OF
FILLMORE STREET OF W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0020).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Sand Creek 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:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the West Side of Lot 13 and Lot 14 Block 14 and on the East Side of Lot 1, Lot 2, Lot 3, Lot 4 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas AND on the East Side of Lot 6A Block 14 (Plat Record Book 23L Page 147, and Filed for Record at 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 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:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the West Side of Lot 13 and Lot 14 Block 14 and on the East Side of Lot 1, Lot 2, Lot 3, Lot 4 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas AND on the East Side of Lot 6A Block 14 (Plat Record Book 23L Page 147, and Filed for Record at 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.

City Clerk

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:

August 11, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley Right of Way at Lots 7-12 west of Fillmore Street of W.A. Burks Addition to the City of Bentonville, Arkansas, Benton County, Arkansas (VAC20-0019).

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 LOTS 7-12 WEST OF
FILLMORE STREET OF W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0019).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Sand Creek 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:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the West Side of Lot 15 and Lot 16 Block 14 and on the East Side of Lots 7, Lot 9C, Lot 10, Lot 11, Lot 12 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas AND on the East Side of Lot 8A Block 14 (Plat Record Book 29 Page 195, and Filed for Record at 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 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:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the West Side of Lot 15 and Lot 16 Block 14 and on the East Side of Lots 7, Lot 9C, Lot 10, Lot 11, Lot 12 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas AND on the East Side of Lot 8A Block 14 (Plat Record Book 29 Page 195, and Filed for Record at 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:

August 11, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Resolution setting a public hearing for August 25, 2020 for a Street Right of Way Vacation requested by Sand Creek located in W.A. Burks Addition between Block 14 and 15 (VAC20-0015).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Sand Creek requesting Street Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows (VAC20-0015):

A portion of the 50' wide Street Right-of-Way located in W.A. Burks Addition between Block 14 and Block 15 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas, being more particularly described as follow:

Beginning at the Southwest corner of Lot 1, Block 15 of said W.A. Burks Addition, thence following the south line of said Lot 1, Block 15, S86°42'09"E 176.50 feet; thence S 72°22'07"W 50.73 feet; thence N86°40'52"W 129.04 feet to a point on the East Right of way of NE Filmore Street; thence along said Right of way, N03°01'20"E 18.07 feet to the point of beginning containing 2,765 square feet or 0.063 Acres.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Street Right-of-Way is set for a hearing August 25, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

City Clerk

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 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 (3) Traffic Video Servers for traffic signals and waive competitive bidding. Temple Inc. is a sole source provider for these type of servers. This is a 2020 budgeted item for account 203810-47520, no budget adjustment is needed for this. Please see attachments.

COST TO CITY:

Cost of this Request: \$25,259.98

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	45,000
Funds Expended to Date		25,259.98
Remaining Budget		19,740
Budget Adjustment		-
Remaining After Adjustment	\$	19,740

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>8/11/2020</u>		
Requested by:	<u>Tony Davis</u>		
Department:	<u>Street</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Computer Servers</u>		
Year & Model:	<u>Power Edge R450</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Temple, Inc.</u>		
	<u>P.O. Box 2066</u>		
	<u>Decatur, Alabama</u>		
Amount:	Base Amount:	\$	<u>23,068.47</u>
	Tax:	\$	<u>2,191.51</u>
	*Other:		<u></u>
	TOTAL	\$	<u>25,259.98</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This is to replace two current servers that are at the end of life and an additional one to handle new signals.			
<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: 7-27-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Server for traffic signals

The Street Department is requesting a waiver of bid to Temple, Inc. in order to purchase (3) computer servers. The total of this purchase is \$25,259.98, which includes sales tax. Two of the servers are replacements for the ones that are at their end of life cycle and the other server would be used to handle the additional signals that have come online and future signals that will be coming on line at a later time. This is a 2020-budgeted line item and no budget adjustment is needed for this purchase.

Temple, Inc, is sole source provider for the type of hardware that we use for our signals, please see attached sole source letter.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



Siquira, Inc.

12920 Cloverleaf Center Drive
Germantown, MD 20874
United States of America

+1 (301) 444 2200
info@siquira.com
siquira.com

July 28, 2020

City of Bentonville
117 West Central
Bentonville, AR 72712
Attn: Mr. Brad Conley

RE: Sole Source distribution in Arkansas

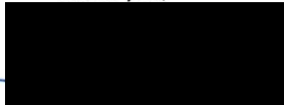
Mr. Conley,

Temple, Inc. is the sole source distributor for all Siquira/TKH Security products for the state of Arkansas. This covers all of products including our PTZ cameras, switches, Optelecom fiber products and Sense Software.

Temple, Inc. will also provide the first line of product support for all Siquira and Optelecom fiber products.

Should you have any questions, please feel free to call me. My contact info is below.

Thank you,



Amy Fleck
Sales & Marketing Manager
301-444-2272



Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221
Fax (256) 353-4578



Serving the South Since 1954!

Sense Server
Bentonville, AR
attn: Brad Conley

DATE
June 25, 2020
TERMS
NET 30
DELIVERY
2 - 6 Weeks A.R.O.
SALESMAN
Brad White

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
			\$ -
3	PowerEdge R450 Fully Configurable Memory capacity (2) 8GB RDIMM, 2666MT/s, Shingle Rank Hard Drives (3) 8TB 7.2K RPM NLSAS 12Gbps 512e 3.5 Hot-plug	\$ 7,689.49	\$ 23,068.47
NOTES: 1) Temple, Inc. reserves the right to charge 4% on all credit card purchases 2) Tax will be added if applicable. 3) Freight not included unless noted on quote			

Quote Valid For 30 Days.

SALESMAN

Bentonville.062520.Sense Server rev1

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF VIDEO SERVERS FOR 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 of video servers for 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			
x	Bid Award	Bid #	20-55
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for bid #20-55 for fiber cable and material to the lowest bidder as shown on the attached bid tabulation in the amount of \$330,880.17. This is a 2020 budgeted item.

COST TO CITY:

Cost of this Request: \$330,880

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: AUGUST 11, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Fiber Material/Cable bid #IFB-20-55

The City of Bentonville recommends awarding the bid for fiber material and cable in the total amount \$330,880.17. The low bid for this items follows.

Techline in the amount of \$61,367.60
Anixter in the amount of \$87,242.14
Arkansas Electric in the amount of \$3,445.50
Wesco in the amount of \$87,604.37
Stuart Irby in the amount of \$91,220.56

This is a 2020 budgeted item.

BEUD PRIORITY ONE MATERIAL										
Item #	Material Description	Unit	Quantity	Supplier	Part Number	Technique	Anikter	AECI	WESCO	Irby
1	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #6	Ft	8,231	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.88	\$2.86
2	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #7	Ft	5,374	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.88	\$2.86
3	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #8	Ft	6,870	AFL	DNA-33075	\$2.91	\$2.87	\$2.98	\$2.88	\$2.86
4	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #1	Ft	15,761	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
5	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #2	Ft	16,417	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
6	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #3	Ft	19,654	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
7	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #4	Ft	20,969	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
8	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #5	Ft	12,776	AFL	DNA-33174	\$1.45	\$1.43	\$1.49	\$1.43	\$1.45
9	48 ADSS Fiber Optic Cable Dia. 0.429 Reel #9	Ft	10,000	AFL	DNA-33039	\$0.66	\$0.65	\$0.80	\$0.65	\$0.66
10	Formed Wire Dead End For 288 ADSS	Ea	29	PLP	2872012C1E1	\$37.00	\$36.58	\$37.31	\$36.58	\$36.10
11	Tangent For 288 ADSS	Ea	103	PLP	4450105	\$28.00	\$25.76	\$28.80	\$25.76	\$27.85
12	Formed Wire Dead End For 144 ADSS	Ea	146	PLP	2872004C1E1	\$34.00	\$33.39	\$34.05	\$33.39	\$32.95
13	Tangent For 144 ADSS	Ea	320	PLP	4450100	\$26.00	\$25.76	\$26.27	\$25.76	\$25.42
14	Formed Wire Dead End For 48 ADSS	Ea	41	PLP	2872002C1E1	\$37.00	\$36.58	\$37.31	\$36.58	\$36.10
15	Tangent For 48 ADSS	Ea	18	PLP	4450099	\$28.00	\$28.22	\$28.77	\$28.22	\$27.85
16	15' Communication Standoff Bracket, 12"	Ea	14	Hubbell	1CSM12	\$29.70	\$28.42	\$31.35	\$28.42	\$30.17
17	Tangent Suspension Assembly For 288 ADSS (Used with Standoff Bracket)	Ea	11	PLP	4450105-5	\$35.00	\$34.66	\$35.94	\$34.66	\$34.20
18	Tangent Suspension Assembly For 144 ADSS (Used with Standoff Bracket)	Ea	4	PLP	4450200-5	\$35.00	\$34.66	\$35.94	\$34.66	\$34.20
19	Cable Storage (6.5" x17" Dome) Includes Storage Bracket and Dome Bracket	Ea	31	PLP	8004072	\$150.00	\$148.13	\$149.42	\$148.13	\$146.11
20	9.5"X19" Dome Mounting Bracket Kit (Order Cable Storage Separately)	Ea	9	PLP	8004066	\$170.00	\$171.53	\$172.99	\$171.53	\$169.31
21	1.25" Steel Banding (100' Roll)	Ft	3	PLP	80812746	\$71.20	\$69.83	\$70.43	\$69.83	\$68.92
22	1.25" Steel Band Bolt & Clamp	Ft	1,408	Marathon	MAH432	NO BID	\$0.85	\$2.08	\$0.95	NO BID
23	Downlead Clamp Wood Pole 48ADSS and 144ADSS	Ea	128	Marathon	MAR504	NO BID	\$11.80	\$15.97	\$11.80	NO BID
24	Any Combination	Ea	83	AFL	FDQA-B4B4D	\$22.70	\$23.24	\$22.50	\$23.24	\$30.62
25	Downlead Clamp Wood Pole two 288 ADSS	Ea	17	AFL	FDQA-B8B8D	\$28.60	\$23.24	\$25.10	\$23.24	\$30.62
26	Any Combination	Ea	17	AFL	FDQA-B4B4A	\$23.60	\$29.00	\$31.00	\$29.00	\$30.62
27	Downlead Clamp Steel Pole two 288 ADSS	Ea	11	AFL	FDQA-B8B8A	\$28.40	\$29.00	\$31.00	\$29.00	\$30.62
28	Quatite Traffic Cabinet Base For Passive Cabinet	Ea	2	Quatrite	PH40441218B-24	\$961.00	\$899.80	\$789.00	\$899.90	NO BID
29	8" x Cell Maxcell	Ft	7,224	Maxcell	MXE6428BLS200	\$2.95	\$2.27	NO BID	\$2.27	NO BID
30	1.25" Corrugated Interduct - Orange (750' Standard Length)	Ft	1,213	Carlton	A6025LINN12508	NO BID	\$0.65	NO BID	\$0.65	NO BID
31	Tracer Wire 14AWG Polyethylene Insulation	Ft	5,818	PLP	COYD919B-000	\$245.00	\$293.98	\$296.56	\$293.98	\$290.18
32	Splice Closure 288 capacity 9.5" X 19"	Ea	11	PLP	8006944	\$160.00	\$160.44	\$162.35	\$160.04	\$158.86
33	Splice Closure 144 capacity 6.5" X 17"	Ea	14	PLP	8006958	\$18.87	\$19.49	\$19.88	\$18.88	\$18.23
34	Splice Tray 24 Splice Count	Ea	194	PLP	8003509	\$6.67	\$6.50	\$6.89	\$6.50	\$6.40
35	Heat Shrink, Single Fusion 60mm - 12 Pack	Pk	364	ComScope	FPX-548P02-2882	\$4,373.00	\$4,414.95	\$4,589.00	\$4,474.95	NO BID
36	288 Port Termination Panel Fully Loaded LC	Ea	3	ComScope	FPX-3F8P02-1442	\$2,134.00	\$2,173.75	\$2,347.00	\$2,173.75	NO BID
37	144 Port Termination Panel Fully Loaded LC	Ea	1	ComScope						

BEUD PRIORITY ONE MATERIAL										
Item #	Material Description	Unit	Quantity	Supplier	Part Number	Technique	Anixter	AECI	WESCO	Irby
38	268 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	8	CommScope	FPX-1552/04U5023	\$4,074.00	\$4,168.39	\$4,310.00	\$4,168.39	NO BID
39	48 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	2	CommScope	FPX-1552/04U5023	\$808.00	\$826.99	\$874.11	\$826.99	NO BID
40	24 Port Termination Panel Fully Loaded LC with OSP Cable Stub	Ea	5	CommScope	FPX-1552/02U5023	\$766.00	NO BID	\$850.00	NO BID	NO BID
41	24 Port Wall Mount Termination Panel Fully Loaded SC	Ea	7	CommScope	FD7-8N1224N180000	\$669.00	\$683.88	\$739.42	\$683.88	
42	Horizontal Cable Management	Ea	7	CommScope	760072759 HTK-19-35-55-2U	\$40.20	\$37.30	\$51.00	\$37.30	
43	Banding Bracket Kit	Ea	118	PJP	710010745-81	\$11.70	\$11.46	\$11.98	\$11.46	\$11.31
44	Gray Hook Arms Head	Ea	45	MPS	P135ANTW	\$4.22	\$3.62	NO BID	\$3.62	\$3.56
45	Spinal Vibration Damper	Ea	27	PJP	50502274	\$5.35	\$5.26	\$5.70	\$5.26	\$5.18
46	12" Cabinet Base	Ea	1	DOB	CB12-DVC	NO BID	\$389.98	NO BID	\$389.98	\$531.00
47	TERMINAL BLOCK (BARRIER STRIP 4 POSITION)	Ea	29	Ctech	4142	NO BID	\$2.83	NO BID	\$2.83	NO BID
48	12 Port for Traffic Cabinet	Ea	7	Multilink	PMM-2X-PH	NO BID	\$79.03	NO BID	\$79.03	NO BID
49	FIBER CABINET PASSIVE, SINGLE BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOFF IN FLOOR OF ENCLOSURE LEAVING A 5" LIP, SET OF 13" EIA MACHING RAILS, SET OF 4 LOCKS, SET OF 2 WIND LOCKS, PAINTED DOOR CREAM	Ea	1	DOB	GO-50DKC, (1) 2P-8TMCUTOUT, (1) R2-50, (1) 1-HOOKS-DVC, (1) 22-SLD-WIND-LCK	NO BID	\$1,701.72	NO BID	\$1,701.55	\$2,008.00
50	FIBER CABINET ACTIVE, DUAL BAY, 50" TALL X 25" WIDE X 25" DEEP, CUTOFF IN FLOOR OF ENCLOSURE LEAVING 3" UP ON BOTH SIDES, 4000BTU/HK COOLING SYSTEM INSTALLED ON LEFT FRONT DOOR, INSULATION INSTALLED, 200A SIEMENS LOAD CENTER WITH 2 QUAD RECEPTS ON SEPARATE 20A BREAKERS, LED LIGHTS INSTALLED OVER ALL DOORS, GROUND BAR INSTALLED ON EACH SIDE OF EACH BAY, TWO SETS OF 19" EIA MACHING RAILS, ALARM CONTACTS ON ALL FOUR DOORS	Ea	3	DOB	200-50DKC with (2) 2P-8TMCUTOUT, (1) AGP-4000-N28-110, (1) 200-IN5(3) LC-200, (4) 22-LEDLIGHTBAR, (4) VAB-GH08R, (2) RR-2-50, (2) 222-507-AM55-39-403	NO BID	\$6,334.46	NO BID	\$6,334.46	\$8,119.44
VENDOR TOTALS						NO BID	\$61,367.60	\$87,242.14	\$3,445.50	\$87,604.37
										\$91,220.56

Anixter and WESCO had the exact same price for 16 items. In an effort to be equitable, items were awarded as follows:

Anixter - Items 6, 7, 11, 23, 26, 29

WESCO - Items 4, 5, 8, 30, 31, 42, 46, 47, 48, 50

Denotes low bid

Denotes tie, but awarded to other vendor



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a agreement with Wal-Mart to perform engineering for the electric upgrades required for the WMT Campus Development for \$1,911,907.00. This will be paid for by the developer.

COST TO CITY:

Cost of this Request: \$1,911,907

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 11, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

**RE: Engineering For Electric Upgrades for the WMT Campus
and Substation "I"**

Electric Dept. staff recommends entering into an agreement with Ampirical to perform the engineering for the required electric upgrades for the WMT Campus and engineering for the upgrade to Substation "I" for \$2,791,340.

In January 2020, the City Council approved an agreement with Ampirical to perform a "scoping study" for the required electric upgrades to establish a scope of work and costs. This contract was completed in June, and the project needs to progress to the next stage.

The upgrades required for the campus will be a relocation of Substation "B", and expansion of Substation "E", relocation of the overhead transmission and distribution electric lines from inside of the campus to the outskirts, a dedicated back-up feed to the David Glass Technology Center, and the direct feeds to the two Central Utility Plants.

In addition to the electric upgrades for the WMT Campus, the Walmart Family Foundation will pay for the overhead transmission and distribution lines along 8th St. (from Main St. to "J" St.). This transmission line serves Substation "B", so these projects need to occur at the same time.

With Ampirical performing engineering for 2 substations for the Campus project, they are familiar with all BEUD's standards and requirements. Substation "I" (located on Morningstar Road) will need to be expanded in the near future to accommodate growth in the SW portion of town. The expansion will mirror the expansion of Substation "E". Because of this, BEUD recommends engaging Ampirical to perform the engineering for the expansion.

This agreement will cover all the engineering for everything mentioned. WMT will pay for the Campus Engineering (\$1,911,907), the WFF will pay the 8th St conversion (\$527,105), and the City will pay for the Substation "I" engineering (\$352,328).

ADDENDUM 1
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

COMPREHENSIVE ELECTRICAL DEVELOPMENT AGREEMENT FOR GLOBAL HOME OFFICE

This COMPREHENSIVE ELECTRICAL DEVELOPMENT AGREEMENT FOR GLOBAL HOME OFFICE (this "Addendum 1") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 ("City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). City and Walmart shall collectively be referred to herein as the "Parties."

WITNESSETH

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July __, 2020 ("Master Development Agreement"), and pursuant to Section 1 of the Master Development Agreement this Addendum 1 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, Walmart is the owner of certain property in the City of Bentonville, County of Benton, State of Arkansas, the location of which is generally identified in the Utility Package (as defined herein)(the "New Substation B Property");

WHEREAS, City is the owner of certain property (the "Existing Substation B Property") in the City of Bentonville, County of Benton, State of Arkansas, upon which the City currently operates the electrical substation known as Substation B ("Substation B");

WHEREAS, City is the owner of certain property in the City of Bentonville, County of Benton, State of Arkansas, upon which City owns and operates an electrical substation known as Substation E ("Substation E")

WHEREAS, City and Walmart desire Substation B to be designed to be upgraded and relocated to the New Substation B Property (the "New Substation B");

WHEREAS, City and Walmart desire Substation E to be designed to be upgraded as provided herein (the "Substation E Upgrades", collectively with the New Substation B work and Substation E Upgrades and as further set forth in the official plan submitted by Walmart to the City on July 13, 2020 as the "Wal-Mart Campus – Utility Package" with the Trakit number of

LSD20-0044, pages C3.000-C3.214 ("Utility Package") and the work described on Exhibit "A" attached hereto, the "City Work";

WHEREAS, City and Walmart desire to cause the City to engage Ampirical (as defined herein) in connection with the City Work; and

WHEREAS, the Parties desire to enter into this Addendum 1 to set forth their mutual responsibilities and obligations.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engineer Services Agreement. Within five (5) days following the Effective Date, the City shall engage Ampirical Solutions, L.L.C. ("Ampirical") pursuant to that certain Agreement Between Owner and Engineer (On the Basis of a Stipulated Price)(Project: WMT Substation/T-Line Relocation)("Engineer Services Agreement") for engineering design regarding the City Work on a fixed price basis (collectively the costs of City Work under the Engineer Services Agreement, the "Engineering Costs").

2. Payment of Engineering Costs. Within thirty (30) days of the City entering into the Engineering Services Agreement Walmart shall pay to the City one-third (1/3) of the Maximum Amount, and on each two (2) consecutive sixty (60) day periods thereafter pay the City one-third (1/3) of the Maximum Amount, whereby the Maximum Amount shall be paid to the City by Walmart within one-hundred fifty (150) days following the City entering into the Engineering Services Agreement. Walmart's maximum aggregate reimbursement payments to City for Engineering Costs under the Engineer Services Agreement shall not exceed \$1,911,907.00 ("Maximum Amount"). The City shall enforce the Engineer Services Agreement pursuant to the terms therein, and not default, amend, alter or request a Change Order without the prior written consent of Walmart. In the event Walmart approves a Change Order which reduces the costs to the City under the Engineer Services Agreement, the Maximum Amount under this Section 2 shall be reduced by an amount equal to the amount of such reduction of costs under the Engineer Services Agreement. If requested by Walmart, the City shall exercise the termination right set forth in Article 14 of the Terms and Conditions of the Engineer Services Agreement. The Parties hereby expressly agree that the Walmart payments shall not be used for any other costs and expenses other than the Engineering Costs for the City Work.

3. Minimum Electrical Capacity for Walmart's Use. The City shall cause the design of the City Work so that Substation B and expanded Substation E shall provide a minimum of no less than thirty (30) megawatts of electricity separately from Substation B and Substation E for Walmart's exclusive use during and following completion of the Walmart Global Home Office Project ("Walmart's Global Home Office").

4. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws,

and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

5. Performance by City. Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Walmart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Addendum 1, then Walmart shall notify City in writing, in accordance with this Addendum 1, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for sixty (60) days, or in the event that such default may not be reasonably cured within sixty (60) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Walmart shall have the right at its sole election and upon twenty-one (21) days advance written notice to City, to terminate this Addendum 1 as provided herein and City shall refund to Walmart an amount equal to the Walmart payments to the City as of the date of such termination, or pursue all such other rights or remedies at law.

6. No Implied Obligation. It is expressly agreed that nothing contained in this Addendum 1 shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Walmart Property.

7. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

**If to City: Travis Matlock, PE
Engineering Director
City of Bentonville
3200 SW Municipal Drive
Bentonville, Arkansas 72712**

With a copy to: Camille Thompson
City Attorney
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

If to Walmart: Walmart Stores, Inc.
2001 S.E. 10th Street
Bentonville, Arkansas 72716
Attn: Josh Tuberville

With a copy to: Kutak Rock, LLP
234 E. Millsap, Suite 200

Fayetteville, Arkansas 72703
Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

8. Modification. No modification of this Addendum 1 shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

9. No Partnership. This Addendum 1 does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written Addendum 1 specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

10. Binding. It is mutually understood and specifically agreed that this Addendum 1 is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

11. Choice of Law; Forum. This Addendum 1 shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

12. Entire Agreement. This Addendum 1, including the above Recitals which are incorporated herein, and the Master Development Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 1 and the Master Development Agreement sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 1 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 1 is the result of good faith arm's length negotiations. The Master Development Agreement and this Addendum 1 supersedes any prior agreements between the parties concerning New Substation B or the New Substation B Property, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in the Master Development Agreement or this Addendum 1, shall have any force or effect. ANY REPRESENTATION OF WALMART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THE MASTER DEVELOPMENT AGREEMENT OR THIS ADDENDUM 1 SHALL NOT BE BINDING UPON WALMART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Addendum 1 shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum 1 has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART

WALMART STORES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"
City Work

In addition to such City Work described in the Addendum 1, the City Work shall include the following:

- Existing Substation "E" (910 SE "J" St.) will be expanded by adding an additional substation transformer and 4 substation breakers.
- The overhead transmission line located along 8th St. that supplies Substation "B" will be relocated to SE "J" St. The relocated overhead transmission line will run along SE "J" St. and E. Central Ave. to supply the relocated Substation "B".
- All overhead distribution lines located within the Walmart Global Home Office will be relocated to the "edges" along SE "J" St, E. Central Ave., and SE Moberly.
- A dedicated underground circuit will run from the relocated Substation "B", down MLK, along 8th and provide a tertiary back up to the EDC located at 805 SE Moberly Lane.
- Each substation (B and E) will have two (2) dedicated substation breakers supplying electricity to the Walmart Global Home Office. There will be one (1) breaker from Substation B and one (1) breaker from Substation E to each Central Utility Plan (North and South) with a normally open switch located within Walmart's switchgear.
- Each substation (B and E) will have one (1) 18/24/30 MVA transformer dedicated to the Walmart Global Home Office load during normal operations. The City reserves the right to utilize these dedicated transformers to serve other distribution loads under contingency or maintenance scenarios with Walmart's prior written approval.
- The City will also serve the Walmart Global Home Office load from the other transformer in each substation (B and E) during maintenance or contingency.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO ADDENDUM 1 TO THE
WALMART CAMPUS DEVELOPMENT AGREEMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
addendum to the contract with Wal-Mart regarding the Campus Development Project to provide
for engineering services related to electrical upgrades as set forth in the agreement attached
hereto as Exhibit A.

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

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a agreement with Walton Family Foundation to relocate the existing overhead transmission and distribution lines along 8th St. from the intersection of 8th and Main to the intersection of SE "J" and SE 5th underground for \$15,551,256.00. This is in conjunction with the larger WMT Campus electrical upgrades. This will be paid for by the developer.

COST TO CITY:

Cost of this Request: \$15,551,256

Additional Budget Amount \$15,551,256

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	15,551,256
Remaining After Adjustment	\$ 15,551,256

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 11, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

**RE: Engineering For Electric Upgrades for the WMT Campus
and Substation "I"**

Electric Dept. staff recommends entering into an agreement with Ampirical to perform the engineering for the required electric upgrades for the WMT Campus and engineering for the upgrade to Substation "I" for \$2,791,340.

In January 2020, the City Council approved an agreement with Ampirical to perform a "scoping study" for the required electric upgrades to establish a scope of work and costs. This contract was completed in June, and the project needs to progress to the next stage.

The upgrades required for the campus will be a relocation of Substation "B", and expansion of Substation "E", relocation of the overhead transmission and distribution electric lines from inside of the campus to the outskirts, a dedicated back-up feed to the David Glass Technology Center, and the direct feeds to the two Central Utility Plants.

In addition to the electric upgrades for the WMT Campus, the Walmart Family Foundation will pay for the overhead transmission and distribution lines along 8th St. (from Main St. to "J" St.). This transmission line serves Substation "B", so these projects need to occur at the same time.

With Ampirical performing engineering for 2 substations for the Campus project, they are familiar with all BEUD's standards and requirements. Substation "I" (located on Morningstar Road) will need to be expanded in the near future to accommodate growth in the SW portion of town. The expansion will mirror the expansion of Substation "E". Because of this, BEUD recommends engaging Ampirical to perform the engineering for the expansion.

This agreement will cover all the engineering for everything mentioned. WMT will pay for the Campus Engineering (\$1,911,907), the WFF will pay the 8th St conversion (\$527,105), and the City will pay for the Substation "I" engineering (\$352,328).

WALTON FAMILY
FOUNDATION

August XX, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00103599

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$15,551,256.00 to the City of Bentonville ("Grantee"). The project term will be August 1, 2020 to December 1, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the relocation of distribution and transmission lines underground from the corner of SE J Street and 8th Street to and SE 5th Street and 8th Street in Bentonville, Arkansas. This grant is more fully described in the Grantee's proposal dated April 2020. Grantee agrees to use all grant funds exclusively for the grant's purpose. Any changes in this purpose must be authorized in advance by the Foundation in writing.

2. **Amount:** **Fifteen Million, Five Hundred Fifty-One Thousand, Two Hundred Fifty-Six (\$15,551,256.00) Dollars**

Grant payments will be made as follows:

Installment	Installment Amount	Installment Dates and Terms
I.	\$527,105.00	August 25, 2020 Engineering and Design Work: Upon completion of grant agreement and demonstration of fully executed contracts to complete the project
II.	\$7,512,076.00	December 1, 2020 Construction Phase I: Upon completion of engineering and design work; fully executed construction contract in place; and confirmation of updated project budget and sufficient funds to complete
III.	\$7,512,075.00	January 15, 2021 Construction Phase II: Upon demonstration of fifty percent of project completion

3. **Payable:** This grant shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and the completion of remaining terms associated with Installment I.

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

Grant payments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather. Grantee should receive payment electronically within 14 days of report approval.

4. Accounting:

- (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
- (b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. Reporting and Evaluation: Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purpose of the grant and a confirmation of the Grantee's compliance with the terms of the grant).

Report Due Dates	Report Types
August 14, 2020	Progress Report: Completion of grant agreement and remaining terms associated with Installment I
November 15, 2020	Progress Report, including the completion of terms associated with Installment II.
January 15, 2021	Progress Report, including the completion of terms associated with Installment III.
December 1, 2021	Final Progress Report

All reports will be sent electronically to reports@wppg.org. Please reference Grant 00103599 on all correspondence.

Grantee payments are always contingent upon the Foundation's approval of the Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. Representations: Grantee represents and warrants to the Foundation that:

- (a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in the Grantee's tax status under the Code.

- (b) In no event will the Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- (c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to the Grantee, and may direct the Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Grantee fails to comply with the terms of this letter; or
- (c) There is a material change in the Grantee's key personnel that in the sole opinion of the Foundation adversely affects the Grantee's management of the grant.

8. **Grant Publicity:** Grant publicity related to this grant consistent with the Grantee's normal practice is permitted, subject to the following provisions: The Foundation expects any announcements and other publicity to focus on the Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 10. Publicizing the grant and the Foundation in the Grantee's publications and communications in a manner consistent with similar grants obtained by the Grantee is permitted. If publicized or recognized, please coordinate communications about this grant with your point of contact at the Foundation prior to any announcements.

The Foundation may ask the Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, the Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, the Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to the Grantee and the grant hereunder.

9. **Gratuities:** The Foundation desires that all the Grantee's resources be dedicated to accomplishing its philanthropic purposes; therefore, the Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items or any other benefit or gratuity of any kind.

10. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Becca Hazlewood, Senior Program Officer. Becca can be contacted via phone (479) 657-3818 or email becca@wffmail.com. Please reference Grant 00103599 in your communication.

By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of this completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by September 1, 2020, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

By: _____
Caryl M. Stern (Date)
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Stephanie Orman (Date)
City of Bentonville Mayor

cc: Jake Harper
Travis Matlock
Camille Thompson

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT AND AUTHORIZING THE
MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE
WALTON FAMILY FOUNDATION TO FUND CERTAIN ELECTRIC
IMPROVEMENTS IN THE CITY OF BENTONVILLE.**

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

Section 1: That the City of Bentonville hereby accepts a grant from the Walton Family Foundation in the amount of \$15,551.256.00 for the funding of certain electric improvements and relocations (overhead to underground) along portions of 8th Street as set forth more fully in the attachments hereto.

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

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a agreement with Ampirical to perform engineering for the electric upgrades required for the WMT Campus Development for \$2,791,340.00. This will be paid for by the from three (3) different sources. \$1,911,907.00 from WMT, \$527,105.00 from the Walton Family Foundation, and \$352,328.00 from a 2020 budget item of the City.

COST TO CITY:

Cost of this Request: \$2,791,340

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: August 11, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Engineering For Electric Upgrades for the WMT Campus
and Substation "I"**

Electric Dept. staff recommends entering into an agreement with Ampirical to perform the engineering for the required electric upgrades for the WMT Campus and engineering for the upgrade to Substation "I" for \$2,791,340.

In January 2020, the City Council approved an agreement with Ampirical to perform a "scoping study" for the required electric upgrades to establish a scope of work and costs. This contract was completed in June, and the project needs to progress to the next stage.

The upgrades required for the campus will be a relocation of Substation "B", and expansion of Substation "E", relocation of the overhead transmission and distribution electric lines from inside of the campus to the outskirts, a dedicated back-up feed to the David Glass Technology Center, and the direct feeds to the two Central Utility Plants.

In addition to the electric upgrades for the WMT Campus, the Walmart Family Foundation will pay for the overhead transmission and distribution lines along 8th St. (from Main St. to "J" St.). This transmission line serves Substation "B", so these projects need to occur at the same time.

With Ampirical performing engineering for 2 substations for the Campus project, they are familiar with all BEUD's standards and requirements. Substation "I" (located on Morningstar Road) will need to be expanded in the near future to accommodate growth in the SW portion of town. The expansion will mirror the expansion of Substation "E". Because of this, BEUD recommends engaging Ampirical to perform the engineering for the expansion.

This agreement will cover all the engineering for everything mentioned. WMT will pay for the Campus Engineering (\$1,911,907), the WFF will pay the 8th St conversion (\$527,105), and the City will pay for the Substation "I" engineering (\$352,328).



**AGREEMENT
BETWEEN OWNER AND ENGINEER
ON THE BASIS OF A STIPULATED PRICE**



MODIFIED Version of EJCDC® D-520

Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 7

**AGREEMENT
BETWEEN OWNER AND ENGINEER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between [Bentonville Electric Utilities Department] ("Owner"), and Ampirical Solutions, L.L.C.] ("Engineer").

PROJECT INFORMATION

Project: [WMT Substation/T-line Relocation]

Design Professional Services Contract: *[WMT Substation/T-line Relocation Contract/Substation "I" Engineering ("Contract")]*

Engineer: Engineer shall also perform the professional engineering services under this Contract. Accordingly, the term "Engineer" shall refer to Ampirical Solutions, L.L.C.

Authorized Representatives: Owner and Engineer each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

Owner's Authorized Representatives:

Stephanie Orman
Mayor, City of Bentonville
117 W. Central Ave.
Bentonville, AR 72712
479-271-5966
sorman@bentonvillear.com

Travis Matlock, PE
Electric Utility Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712
Office: 479-271-5941
Email: tmatlock@bentonvillear.com

Engineer's Authorized Representatives:

Matthew B. Saacks
President
Ampirical Solutions, L.L.C.
4 Sanctuary Blvd. Suite 100
Mandeville, LA 70471
Office: 985-809-5245
Email: msaacks@ampirical.com

MODIFIED Version of EJCDC® D-520

Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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and American Society of Civil Engineers. All rights reserved.

Page 2 of 7

Scott Curry, PE
Project Manager
Ampirical Solutions, L.L.C.
4 Sanctuary Blvd. Suite 100
Mandeville, LA 70471
Office: 985.231.6910
Cell: 504.495.9793
Email: scurry@ampirical.com

Owner and Engineer further agree as follows:

ARTICLE 1 – THE DESIGN PROFESSIONAL SERVICES

1.01 General Description of Design Professional Services

- A. Engineer shall complete all Design Professional Services as specified or indicated in the Contract and Exhibit C - Technical Specifications and Scope of Design Professional Services.

ARTICLE 2 – CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Engineer's attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 Contract Times: Dates

- A. Engineer will have the Design Professional Services completed and ready for final payment, in accordance with Paragraph 13.06 of the General Conditions, on or before January 31, 2022.
- B. Engineer shall attain Milestones in accordance with Exhibit B - Project Milestone Schedule.

ARTICLE 3 – CONTRACT PRICE

3.01 Stipulated Sums

- A. Owner shall pay Engineer for completion of the Design Professional Services in accordance with the Contract Documents a lump sum of: \$2,791,340, subject to adjustment under the Contract.

3.02 Changes in Contract Price Based on Cost of the Design Professional Services

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice based on labor rates included in Exhibit A – Ampirical Labor Rates.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 Submittal and Processing of Milestone Payments

- A. Milestone payments shall be made according to the Milestone values established in Exhibit B.

MODIFIED Version of EJCDC® D-520

Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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and American Society of Civil Engineers. All rights reserved.

Page 3 of 7

- B. Engineer may invoice for a completed Design Professional Services Milestone once Owner has provided concurrence in writing that said Milestone has reached successful completion.
- C. Owner agrees to pay Engineer for completed Design Professional Services Milestones within 30 days of receipt of Invoice for completed Design Professional Services.
- D. Invoices to the Owner shall be sent by electronic mail to Travis Matlock, PE.
- E. Payment to Engineer shall be made in accordance with the following wiring instructions:
 - 1. Bank Name:
 - 2. Account Number:
 - 3. Routing Number for ACH Payments:

ARTICLE 5 – INTEREST

5.01 Interest Rate

- A. All amounts not paid when due shall bear interest at the rate of percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – ENGINEER'S REPRESENTATIONS

6.01 Representations

- A. Engineer makes the following representations for Owner's reliance:
 - 1. Engineer has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Engineer has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Design Professional Services.
 - 3. Engineer is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Design Professional Services.
 - 4. Engineer has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Engineer, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Engineer, especially with respect to Technical Data in such reports and drawings.
 - 5. Engineer has considered the information known to Engineer itself; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Engineer, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Design Professional Services; (b) the means, methods,

MODIFIED Version of EJCDC® D-520

Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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Page 4 of 7

techniques, and sequences to be employed by Engineer; and (c) Engineer's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Engineer agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
7. Engineer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Design Professional Services as indicated in the Contract Documents.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Design Professional Services.
9. Engineer's entry into this Contract constitutes an incontrovertible representation by Engineer that without exception all prices in the Agreement are premised upon performing and furnishing the Design Professional Services required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages [] to [], inclusive).
 3. Payment bond (pages [] to [], inclusive).
 4. Other bonds.
 - a. [] (pages [] to [], inclusive).
 5. General Conditions (pages 1 to 49, inclusive).
 6. Engineer's Proposal.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Record Drawings and Record Specifications
 8. Other Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Ampirical Labor Rates
 - b. Exhibit B – Project Milestone Schedule
 - c. Exhibit C – Technical Specifications and Scope of Design Professional Services

MODIFIED Version of EJCDC® D-520

Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

8.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

8.03 Successors and Assigns

- A. Owner and Engineer each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 Severability

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 *Other Provisions*

- A. Neither the Engineer nor the Owner shall be liable to one another for loss of profit or revenue.
- B. None of the indemnification provisions related to the Design Professional Services provisions of this Contract shall constitute a waiver of Owner's statutory immunity provided by Ark. Code Ann. § 21-9-301.

IN WITNESS WHEREOF, Owner and Engineer have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Bentonville Electric Utilities Department

By: Stephanie Orman

Title: Mayor, City of Bentonville

ENGINEER:

Matthew B. Saacks

By: President

Title: Ampirical Solutions, L.L.C.

Attest: _____

Title: _____

Address for giving notices:

117 W. Central Avenue

Bentonville, AR 72712

Attest: _____

Title: _____

Address for giving notices:

4 Sanctuary Boulevard, Suite 100

Mandeville, LA 70471

License No.: _____

(where applicable)

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Agreement Between Owner and Engineer on the Basis of a Stipulated Price.

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Page 7 of 7

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH AMPIRICAL FOR DESIGN
SERVICES RELATED TO THE ELECTRIC SYSTEM
UPGRADES REQUIRED FOR THE WALMART GLOBAL
HOME OFFICE DEVELOPMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with Ampirical for engineering services related to the electric system upgrades
required for the Walmart Global Home Office development, as set forth in the agreement
attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 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:

August 11, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Budget adjustment to recognize \$1,911,907.00 from Wal-Mart and \$15,551,256.00 from the Walton Family Foundation to cover the engineering contract and a portion of the future construction contract with Ampirical.

COST TO CITY:

Cost of this Request: \$17,463,163

Additional Budget Amount \$17,463,163

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	17,463,163
Remaining After Adjustment	\$ 17,463,163

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Jake Feemster

Department

Fire Marshal

Phone

271-3108

ACTION REQUIRED:

Adoption of an ordinance authorizing the Mayor and City Clerk to enter into Addendum 2 to the Master Development Agreement Global Home Office Project.

COST TO CITY:

Cost of this Request: None

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council

From: Jake Feemster, Fire Marshal

CC: Brent Boydston, Fire Chief

Date: 8/5/2020

Re: Addendum 2 to Master Development Agreement Global Home Office Project

Due to the size of the project and impact it will have on staffing levels for building inspections, Walmart and city staff have agreed to allow for plan reviews and building inspections to be performed by an outsourced inspection agency. The selected agency will be approved by city staff and compensated by Walmart as allowed by Volume II of the 2012 Arkansas Fire Prevention Code.

This will negate the necessary staffing increases for building inspections that would have occurred if the city had not allowed outsourced inspectors. Walmart is asking for a reduction in the applicable permit cost of 1/3 to offset, but not completely cover the cost of hiring outsourced inspectors. This reduction is consistent with the amount of estimated city staff time and resources that will not be incurred during this project.

This addendum does not impact reviews or inspections of public infrastructure within the boundaries of the project.

The Building Department will retain the authority to issue permits and certificates of occupancy based off of the approval from the outsourced inspection agency and all other city departments.

Staff recommends approval of Addendum 2 based off of the cost the city will be relieved of by allowing the outsourced inspections and plan reviews.

Thank you for your consideration of this request.

ADDENDUM 2
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

OUTSOURCED PLAN REVIEWS AND INSPECTIONS AGREEMENT

This OUTSOURCED PLAN REVIEWS AND INSPECTIONS AGREEMENT (this "Addendum 2") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 ("City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). City and Walmart shall collectively be referred to herein as the "Parties."

WITNESSETH

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July __, 2020 ("Master Development Agreement"), and pursuant to Section 1 of the Master Development Agreement this Addendum 2 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, Walmart and the City have agreed to permit Walmart to engage outsourced inspectors to perform certain plan reviews and inspections, typically performed by the City, for improvements made by Walmart regarding the Global Home Office Project;

WHEREAS, as a result of outsourced inspectors performing such plan reviews and inspections, the City will benefit from reduced City staff time and resources allocated to plan reviews inspections for the Global Home Office Project;

WHEREAS, as a result of savings to the City due to reduced City staff time and resources allocated to plan reviews and inspections for the Global Home Office Project in connection with the use of outsourced inspectors, the City has agreed to reduce plan review and permitting fees otherwise charged by the City as set forth herein; and

WHEREAS, the Parties desire to enter into this Addendum 2 to set forth their mutual responsibilities, obligations and understandings herein.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Outsourced City Plan Reviews and Inspections. City agrees that Walmart may engage one or more outsourced inspectors (collectively the "OIs" and singularly an "OI"), at Walmart's cost and expense, to perform plan reviews and building inspections as identified on

the Responsibility Matrix of OI Plan Reviews and Inspections, attached hereto as Exhibit A (herein, "Plan Reviews" and "Inspections") in connection with the planning and construction of the Global Home Office Project, and allow OIs to submit the results and recommendations regarding the Plan Reviews and Inspections ("OI Submissions", singularly an "OI Submission") to the City including such documentation customarily obtained by the City when the City conducts similar plan reviews and inspections. for issuance of applicable permits or approval of plans and final inspection sign off. City shall be named a third-party beneficiary under Walmart's agreements with OIs. The OIs shall agree to perform the Plan Reviews and Inspections, and provide OI Submissions, in a form reasonably acceptable to City and in compliance with all applicable City building and development codes ("Building and Development Code"). Walmart shall be entitled to direct all OIs on timing and scheduling of Plan Reviews and Inspections. The City and Walmart shall be entitled to rely on OIs' Plan Reviews and Inspections and related complete OI Submissions in the same manner as if such Plan Reviews and Inspections, and related OI Submissions, were performed by the City. The City may identify in writing to Walmart of certain Inspections the City desires to attend ("City Attended Inspection"). The OI or Walmart shall notify the City of a scheduled City Attended Inspection no less than twenty-four (24) hours prior to such Inspection. In the event an OI Submission is missing documentation which is customarily obtained by the City to issue permits or approve plans requested in such OI Submission, the City shall promptly notify OI, with a copy to Walmart, of such missing documentation within two (2) Business Days, and upon City's receipt of such missing documentation the OI Submission shall be deemed complete. OI Submissions may be submitted incrementally to the City by floor, partial floor or building, as determined by Walmart or OI. The OI Submissions may be submitted electronically in .pdf format through the City's E-trakit system. The City shall designate two (2) City representatives who will coordinate the approval of all OI Submissions on behalf of the City. Upon receipt of a complete OI Submission, the City shall be deemed to have approved the OI Submission (including the Plan Reviews and Inspections set forth therein), and to the extent applicable issue permits and certificates of occupancy in connection with an OI Submission in no more than two (2) Business Days (subject to unforeseen delays), provided in the event the Building and Development Code requires a formal meeting to approve such OI Submission, the City shall schedule such OI Submission on the next scheduled meeting date necessary for such approval. Walmart may provide the City notice of any forthcoming OI Submission to meet any agenda timelines of the City for any required formal meeting under the Building and Development Code. Notwithstanding any terms or conditions to the contrary, in no event shall OIs be deemed authorized to issue any permits or certificates of occupancy on behalf of the City.

2. Plan Review and Permitting Fees for OI Inspections. Walmart and City acknowledge and agree that Walmart's use of OIs for Plan Reviews and Inspections will result in savings to the City due to reduced city staff time and resources allocated to plan reviews and inspections for the Global Home Office Project. As a result, all plan review and permitting fees charged by the City for any improvements or plans inspected or reviewed by OIs, as provided in Section 1 above, shall be reduced by one-third (1/3) ("Reduced Fees"), provided in the event the aggregate amount of Reduced Fees paid by Walmart (including Walmart's contractors, subcontractors and sub-subcontractors) upon completion of the Global Home Office Project ("Aggregate Reduced Fees") are less than \$2,100,000.00, Walmart shall pay the City an additional amount equal to (a) \$2,100,000.00, less (b) the Aggregate Reduced Fees.

3. Term and Scope of this Addendum 2. The term of this Addendum 2 shall commence on the Effective Date and remain effective for all improvements made to the Global Home Office Project as defined in the Master Development Agreement until August __, 2027, at which time this Addendum 2 shall terminate as to any further improvements to the Global Home Office Project. The Parties acknowledge and agree that OIs shall not provide Plan Reviews or Inspections for public infrastructure improvements as further set forth on Exhibit A.

4. Counterparts. This Addendum 2 may be executed in one or more counterparts, all of which shall be deemed one and the same agreement. Any counterpart delivered by, or on behalf of, either party hereto by fax transmission or other electronic delivery of an image file reflecting the execution thereof: (1) may be relied on by the other party as if the document were a manually signed original, and (2) will be binding on the signing party.

5. Headings and Recitals. Article, section and paragraph headings are for convenience only and may not be construed as part of the Master Development Agreement, any Addendums, or as a limitation on the scope of the particular sections. The above recitals are a material part of this Addendum 2 and incorporated herein for all purposes.

6. Entire Agreement. This Addendum 2, including the above Recitals which are incorporated herein, the Master Development Agreement and all other Addendums thereto contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 2, the Master Development Agreement and all other Addendums thereto sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 2 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 2 is the result of good faith arm's length negotiations.

7. Indemnification of the City. Walmart agrees to indemnify the City from all costs or liabilities arising regarding OI Plan Reviews and Inspections approved or deemed approved by the City hereunder which results in material non-permissive encroachments of improvements to the Global Home Office Project, as set forth in OI Plan Reviews and Inspections, in any existing easements, rights of way or setbacks. Notwithstanding the above, in no event shall Walmart's indemnification obligations under this Section 7 extend to or cover costs or liabilities for any third party claims for personal injury.

8. Approval by City Council. The City's entry into this Addendum 2 is subject to the approval by the Bentonville City Council.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum 2 has been executed on the date above written.

CITY:

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART:

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

RESPONSIBILITY MATRIX OF OI PLAN REVIEWS AND INSPECTIONS

4826-3006-6115.6

5

					Check/Inspection Agency				City of Bentonville														Contracted by Subcontractor		
					BUILDING	MECHANICAL	ELECTRICAL	PLUMBING	FIRE	WASTEWATER	WATER	ENGINEERING	HEALTH	ELEVATOR	ADEQ	AOSH (BOILER/PV)	ARDOT	UTILITY PROVIDOR	CTL (SPECIAL INSPECTION)						
STRUCTURAL TESTS & SPECIAL INSPECTIONS																									
x12	B-F1	Soil fill Fill material acceptance test	CBC 1705.6	IBC 1705.6																				x	
	B-F2	Soil fill Compaction test	CBC 1705.6	IBC 1705.6																				x	
	B-F3	Soil and rock anchors Load test	CBC 1811A	IBC Table 1705.6, 7, & 8																				x	
	B-F4	Deep foundation elements Load test	CBC 1810A.3.3.1.2, 1810A.3.3.1.5, 1810A.3.3.1.5, 1810A.3.3.2, & 1810A.3.10.4	IBC 1810.3.3.1.2, 1810.3.3.1.5, 1810.3.3.2, & 1810.3.10.4																				x	
	B-F5	Shoring Tie-Back Anchors	CBC 1812A	IBC Table 1705.6																				x	
	C-F1	Soils Soil Fill		IBC Table 1705.6																				x	
	CF-2	Foundation Driven deep foundations		IBC Table 1705.7																				x	
	CF-3	Foundation Cast-in-place deep foundation		IBC Table 1705.8																					x
	CF-4	Foundation Helical pile foundations		IBC Table 1705.9																					x
	CF-5	Shoring Shoring		IBC 1810																					x
	B-F7																								
	x12	C-C1	Concrete Placement of Concrete		IBC 1705.3																				x
C-C2		Concrete Admixtures		IBC Table 1705.3																				x	
C-C3		Concrete Mix Design		IBC Table 1705.3																				x	
B-C1		Concrete Compressive materials	CBC 1705A.3, 1903A.6 & 1910A.1; ACI 318 26.4 1.9.1 & 26.4	IBC 1705.3; ACI 318 1.9.1 & 26.4																				x	
B-C2		Concrete Aggregates/Ready-mix aggregates	CBC 1705A.3, 1903A.5; ACI-318 1.9.1 & 26.4	IBC 1705.3; ACI-318 1.9.1 & 26.4																				x	
B-C3		Concrete Water	CBC 1705A.3, ACI-318 26.4.1.3	IBC 1705.3; ACI-318 26.4.1.3																				x	
B-C4		Concrete Strength test	CBC 1705A.3 & 1905A.1.16; ACI-318 26.12	IBC 1705.3; ACI-318 26.12																				x	
C-C4		Concrete Reinforcing steel & prestressing steel		IBC Table 1705.3																					x
C-C5		Concrete CIP & Post-installed anchors		IBC Table 1705.3																					x
C-C8		Concrete Adhesive anchors in horizontal and upwardly inclined positions		IBC Table 1705.3																					x

[illegible]

[illegible]

~ 151 ~

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO
ADDENDUM 2 TO MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT**

WHEREAS, the City has previously entered into a Master Development Agreement with Walmart, Inc. related to a development known as the Global Home Office Project, and

WHEREAS, the project is much broader in scope than projects typically developed in the City of Bentonville, and

WHEREAS, Walmart, Inc. has proposed that it directly contract for certain of the inspections typically conducted by employees of the City, and

WHEREAS, the City has been able to shape Walmart, Inc.'s plan for contracting inspections so as to satisfy itself concerning those aspects of the inspection work which are for the protection of the public as a whole, and

WHEREAS, Walmart, Inc.'s hiring of contractors to do this portion of the inspection work will result in cost savings for the City and accordingly, a reduction in the fees normally paid with respect to such have been requested and are thought to be appropriate.

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

Section 1. That the Mayor and City Clerk are authorized to enter into Addendum 2 to the Master Development Agreement with Walmart, Inc. attached hereto as Exhibit "A."

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, 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:

August 11, 2020

Submitted by:

Jonathan Rogers

Department

Administration

Phone

271-5911

ACTION REQUIRED:

Budget Adjustment requested by Staff for City Council approval in the amount of \$191,200.00 to cover implementation cost for an Enterprise Remote Access Solution, and Laptop Computers.

COST TO CITY:

Cost of this Request: \$191,200

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	191,200
Remaining After Adjustment	\$ 191,200

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: Mayor Stephanie Orman, Jake Harper
From: Jonathan Rogers
RE: Remote Access Budget Adjustment
Date: July 30, 2020

Due to the current COVID-19 pandemic the Information Technology Department has been working on an enterprise remote access solution for the City. Dennis Hayes prepared the attached memo which outlines this solution. The following are the components and cost to implement the remote access portion of the solution:

- Server Hardware with 5-year warranty, and Licenses for 60 concurrent connections (expandable)
- 40 Laptop computers with 3-year warranty, and needed computer components (printer, scanner)
- Cost - \$191,200
 - With the current COVID Cares Funding guidelines we expect that approximately 70% of the cost will be approved for reimbursement by the State.
 - I recommend that we request a budget adjustment of \$191,200 for the project, and when the State begins accepting claims we will submit the expense for reimbursement.
 - The cost for Microsoft Office 365 collaboration components has not been included in this request. We will review adding this part to the 2021 budget during the budget process.

On July 9th I attended an overview of the COVID Cares Funding presented by the Arkansas Municipal League. It was explained that the Governor has setup a Steering Committee to oversee the Treasury Covid Cares, Coronavirus Relief Fund (CRF). Claims for eligible expenses would go to the Steering Committee for approval, then to Legal Council. If approved, the reimbursement would be 100% with no requirement for matching funds. As of that meeting, the CRF would only reimburse expenses made through 12/30/2020, and would not cover extended warranties or recurring charges after that date.



Memo

To: Jonathan Rogers
From: Dennis Hayes
RE: Proposal for Remote Access Solution
Date: July 28, 2020

Within the current health and economic environment, it has become essential to provide remote working capabilities for employees in order to maintain business continuity and optimize the current workforce.

In March the IT department expanded our remote access solutions for key staff to fulfill immediate needs but a more robust system is required to deal with longer term goals and expansion

This remote access proposal would implement an enterprise level remote access solution providing enhanced security and scalability.

The proposal consists of two parts. One dealing with access to City applications, the other collaboration:

Virtual Desktop Infrastructure (VDI)
Microsoft Office 365 (Email & Microsoft Teams)

What is VDI?

Virtual desktop infrastructure (VDI) refers to the use of virtual machines to provide and manage virtual desktops. VDI hosts desktop environments on a centralized server and deploys them to end-users on request.

Why VDI?

VDI offers a number of advantages, such as user mobility, ease of access, flexibility and greater security

What are the benefits of VDI?

Remote access: VDI users can connect to their virtual desktop from any location or device, making it easy for employees to access all their files and applications and work remotely from anywhere

Security: In a VDI environment, data lives on the server rather than the end client device. This serves to protect data if an endpoint device is ever stolen or compromised.

Centralized management: VDI's centralized format allows IT to easily patch, update or configure all the virtual desktops in a system

What is VDI used for?

Remote work: Since VDI makes virtual desktops easy to deploy and update from a centralized location, an increasing number of companies are implementing it for remote workers.

Bring your own device (BYOD): VDI is an ideal solution for environments that allow or require employees to use their own devices. Since processing is done on a centralized server, VDI allows the use of a wider range of devices. It also offers better security, since data lives on the server and is not retained on the end client device.

The VDI solution will consist of Servers to run the Virtual desktops, The VDI management software and Multi factor Authentication software licensing

What is Microsoft Office 365?

Microsoft Office 365 is a Cloud based Solution for Microsoft Office products

Why Use Microsoft Office 365?

There are many benefits to running Office 365 relating to growth, security and functionality
Office 365 provides safe and reliable ways of accessing Microsoft programs from anywhere.

What products would we be deploying?

Microsoft Office 365 consists of a whole multitude of products and applications.
The scope for this projects consists of providing city staff access to their Email and Using Microsoft Teams for Video Conferencing and simple file sharing.

The Office 365 proposal consists of purchasing Microsoft Office 365 Licensing and professional services for migrating city email to the Microsoft Cloud



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a contract amendment to an existing contract with Erin Edminster for triathlon camp services.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: July 29, 2020
Re: Approval of Contract Amendment for Erin Edminster

In 2019, Parks and Recreation entered into an agreement with Erin Edminster for the service of offering triathlon and swim programs, and City Council approved a resolution to pay her an amount not to exceed \$22,000 for this professional service.

When the pricing for Camp Triathlon was approved by the Parks and Recreation Advisory Board and City Council, it included an increase in the camp pricing of \$10 for 2020. Unfortunately, Parks staff failed to adjust Ms. Edminster's pay rate from \$39 per camper to \$45.50 per camper which is what was agreed to with the program price increase.

This amendment authorizes Parks and Recreation to pay Ms. Edminster \$45.50 per camp participant for the Camp Triathlon program. This expense is 100% recovered by the revenue produced by the program.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

Attachments:



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 28 (day) day of November (month), 20 19, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Erin Edminister, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instructor, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 20 20 (year), and will terminate on December (month) 31 (day), 20 20 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons
Swim Team Instructor - Masters Team
Swim Team Instructor - All others
Triathlon Team Instruction
Triathlon Camp Instruction

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2019/2020



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per lesson	\$23.00
Swim Team Instructor - Master Team	75% net revenue	\$ _____.00
Swim Team Instruction - All other	Hourly	\$15.00
Triathlon Team Instruction	75% net revenue	\$ _____.00
Triathlon Camp Instruction	Per Participant	\$39.00
		\$ _____.00

The City estimates \$22,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

10th DAY OF Dec. (MONTH), 20 19 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: 

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: 

Instructor Signature

Erin Edminister

Instructor (Printed Name)

Instructor Address 4703 SW Newcastle Rd.
Bentonville, AR 72713



CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

Independent Contractor Agreement: Erin Edminster

This amendment (the "Amendment"), dated July (month) 31 (day), 2020 is made by the City of Bentonville, Arkansas ("City") and Erin Edminster ("Instructor"), parties to the Independent Contractor Agreement, dated November 26, 2019 (the "Agreement").

1. The original Agreement provided for a \$39.00 payment per Participant for Triathlon Camp Instruction.
2. The Agreement is Amended as follows:
 - a. The payment per Participant for Triathlon Camp Instruction shall be \$45.50.
3. This Amendment shall be retroactively effective for completed Triathlon Camp Instruction hours beginning on July 27, 2020.
 - a. In the event that Instructor has been compensated for applicable instruction hours at the original rate, for hours completed on or after July 27, 2020, the City agrees to process payment to the instructor for the difference on the next standard payment date following the date that this Amendment becomes fully executed.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

INSTRUCTOR

Name(printed): Erin Edminster



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 11, 2020

Submitted by:

Mayor Orman

Department

Mayor

Phone

271-3112

ACTION REQUIRED:

Consideration of appointment of Kirby Romines to the office of City Clerk for the remainder of 2020. With the resignation of Linda Spence, the City Clerk position was placed on the 2020 General Election Ballot. Kirby was the only person to file, and accordingly, will be elected to a two-year term to begin January 1, 2021 (which will be extended to a four-year term when the census comes back at more than 50,000). Kirby has expressed that she is willing to start immediately, and it is therefore recommended that she be appointed City Clerk for the remainder of 2020. This can be done by motion.

COST TO CITY:

Cost of this Request: None

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE

